

Noah Guy Contracting, LLC
d.b.a
Smith Brothers Sealcoating

Memorandum of Understanding

This "Memorandum of Understanding," hereinafter referred to as "MOU" is made and entered into on _____, 20____ by and between Noah Guy Contracting, LLC d.b.a. Smith Brothers Sealcoating, a Missouri limited liability company, located at 3333 Missouri Avenue, St. Louis, Missouri, hereinafter referred to as SBS, and _____, hereinafter referred to as "CUSTOMER." located at _____.

SBS is an asphalt sealcoating contractor that seal coats asphalt driveway pavements using asphalt emulsions based sealer, which are environmentally and family friendly. For tax purposes, the EIN Numbers is 85-0934601.

CUSTOMER owns a driveway or parking lot that has asphalt pavement that they desire to be sealed meeting industry specifications.

Location of service is:

Hereinafter, SBS and CUSTOMER referred to collectively shall be referred to as "Parties."

CUSTOMER desires the services of SBS and SBS agrees to perform such services based on the following terms and conditions:

1. Missouri will be the governing statutes that govern the terms of this MOU.
2. SBS is NOT an employee of CUSTOMER. There is NO employee/employer relationship between the parties.
3. SBS will present an invoice after completion of the work as agreed to in the estimate.
4. SBS agrees to perform work as described in the estimate.
5. SBS represents that the work described meets or exceeds industry specifications.
6. SBS will do everything possible to meet customers expectations as outlined in the Estimate.
7. All jobs are estimated to cost a maximum of _____ cents per square foot. This price will include the cost of preparation of pavement, crack filling all cracks in excess of ¼ inch in width and applying one coat of asphalt emulsion based sealer that has not been watered down beyond the specifications established by the manufacturer.
8. SBS will provide an MSDS sheet upon request from the customer.
9. CUSTOMER agrees to follow instructions outlined by SBS. More specifically, CUSTOMER agrees NOT to drive a vehicle on the pavements for 24 hours after

completion of the work. If it is determined that sealer is damaged due to early violation of this provision, SBS will charge an additional fee to correct the damage.

10. CUSTOMER agrees to limit any liability of SBS to the cost of the work agreed to in the estimate and MOU.
11. CUSTOMER agrees to pay SBS immediately upon being presented the invoice, providing it meets the specifications outlined in the "Estimate."
12. If it becomes necessary for SBS to hire an attorney to collect payment of invoice, CUSTOMER agrees to reimburse SBS for the cost of attorney fees, court cost, mail, and all other expenses related to collection.
13. Should the customer's check fail to be honored by the bank, CUSTOMER agrees to pay an additional one hundred dollars (\$100.00) to cover the cost of collection.
14. SBS offers Customer Referral Rebate equal to ten percent (10%) of work referred providing the CUSTOMER call SBS and provides name and contact of referral.
15. This MOU is the entire agreement between the Parties. No agreement to this MOU is valid unless provided in writing and signed by the Parties.
16. The Parties acknowledge that by executing this MOU they are of legal age to enter into this MOU, and that they have read and thoroughly understand the terms and conditions of this MOU.

This MOU is executed by the parties identified in this MOU in the State of Missouri on their own free will and with thorough understanding of the terms and conditions and relationship as represented in the MOU.

X _____, Date _____
CUSTOMER

X _____, Date _____
SBS (Noah or Jacob Smith)