

D) A 1.5% (18% Per Annum) service charge will be applied to all accounts over 30 days past due. A fee will be assessed to the account in the event that a check is returned or not payable for any reason. This fee will include all fees Synergo incurs due to the returned check plus a \$40 returned check fee.

4. RELEASE AND INDEMNIFICATION

Except as specifically provided below, the risk of the use of the installed activities during or at any time after the installation, by the buyer/client, its clients, guests or staff, and any person (other than Synergo installing staff) shall be the sole responsibility of the buyer/client. SYNERGO assumes no responsibility for injury or any other loss to person or property, including death; and the buyer/client agrees to release, defend, protect and indemnify (that is, defend and pay, including costs and attorneys fees) SYNERGO, its owners, members, directors and staff, from any claim of loss, including death, arising from the use of the installed activities.

Provided the buyer/client has complied with the training requirements, the only exception to SYNERGO denial of responsibility, and the buyer/client's agreement to release and indemnify, is a claim or loss which arises solely from an error or omission in the installation, training, or furnishing of materials provided by SYNERGO, and modifications or replacements performed by SYNERGO or under its direct supervision with knowledge of its intended purpose.

5. OTHER PROVISIONS

Any dispute between SYNERGO and the buyer/client will be governed by the substantive laws of the State of Oregon and any lawsuit or mediation shall take place exclusively in Multnomah County, Oregon, unless otherwise agreed in writing by the parties.

This contract is submitted for your approval by SYNERGO and must be accepted within 30 days. Any changes must be negotiated by SYNERGO and the authorized representative of the buyer/client. This document constitutes the complete working agreement between the parties and may only be amended in writing.

Pacific Co. Health and Human Services Signature

/s/Jennifer Fox Marter
SYNERGO Signature:

Date:

July 18 2014
Date:

Please sign and return one copy of this document to:
Jennifer Marter jennifer@teamsynergo.com
(503) 746-6944 - fax