



## BRYAN MONG

623 Wood Lot Trail Road  
Annapolis, MD 21401  
410-224-0204

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## NON-WARRANTY AND LIMITATION OF LIABILITY

The following provisions constitute the sole exclusion responsibility of Bryan Mong regarding the matters set forth herein, and there are no other warranties expressed or employed in law or in fact. There are no warranties which extend beyond the express written provisions hereof,

and no employee of Bryan Mong shall have the authority to modify any provision included herein.

Bryan Mong has not made and does not make any warranty and has not assumed and does not assume any liability or responsibility as to the character or quality of the materials or services furnished by him, or as to the results of any undertaking by Bryan Mong under this contract. Without limiting the foregoing, Bryan Mong shall not be liable for any loss or damage of any kind whatsoever to person or property due to delay, failure or performance caused directly or indirectly by Acts of God, the elements, strike, lockouts, fire, failure to transport, inability to obtain the service of others or the failure of others, to deliver services or facilities, the failure of equipment or machinery, misfeasance, malfeasance by Bryan Mong, his employees, agents, contractors, and all other causes whatsoever.

In the event that Bryan Mong's services or goods or equipment are defective in some manner or part, and Client makes a timely claim for adjustment, and Bryan Mong agrees that an adjustment is warranted, and production time is lost as a result of such defect, Bryan Mong's sole responsibility shall be to provide an equal amount of time, production personnel, and facilities, or credit at Bryan's option. Bryan Mong shall have no other liability in any such event, except as fore said, and shall not be responsible for any direct damage, loss of any kind of description of the Client, including the necessity of the Client to obtain additional personnel, facilities, expense of effort required by the Client as a results of any delay, defective production, or any other problem whether or not the fault of Bryan Mong.

DEFAULT: In the event of the Client's default or breach of any obligation hereunder it is expressly agreed by the Client that Bryan Mong shall have the immediate right to exercise any on or more of the following remedies (a) To terminate this contract and /or declare the entire amount of the charges hereunder immediately due and payable, (b) To retain all property of the Client then in possession, custody or control of Bryan Mong, (c) To retain any deposit or advance made by the client hereunder and (d) To pursue any other remedy at law or in equity.

WAVIERS, REMEDIES CUMULATIVE: Any waiver whether it is expressed or implied or any breach of any term, condition or provision of this agreement shall not be construed to be a continuing waiver or consent to any subsequent breach on the part of either party hereto. All rights, remedies, at law or equity or pursuant to any provision of this and / or any other contract or agreement between Bryan Mong and Client, shall be deemed cumulative and not exclusive of one another and maybe exercised concurrently or separately.

NOTICES: All notice under this contract or with respect thereto shall be in writing and deemed received when delivered personally or on the date of mailing or e-mailing to the address set forth herein.

ENTIRE CONTRACT: This contract constitutes the entire understanding of the parties, and there have been no agreement, inducements, representations or warranties between the parties other than as set forth herein. This contract cannot be modified or amended except by written instrument signed by each party.

Any disputed regarding this contract including its interpretation and enforcement shall be submitted to binding arbitration conducted by a panel of three arbitrators in accordance with the rules of the American Arbitration Association in effect at the time of submission. The decision of the arbitrators shall be binding, final conclusion and each party consent to the entry against it of final non-appealable judgement on the award of the arbitrators.

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Client

Date

World Class Video

Date