

Iron Hill AV Universal Sales & Services Agreement

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The following terms and conditions apply to all Services we offer, this includes Retail Sales, Onsite & Remote Service for maintenance and general systems repair & upkeep, Consultation & System Design, Other Equipment sales, Installation of systems, and Programming. And any and all other 'Sales or Services' all collectively known herein as 'Services'.

Agreement

This agreement is made between the Purchaser (End-User, Buyer, Purchaser, Operator, You, Your, Customer, Client) and Iron Hill AV (Us, We, Contractor, Provider, Company), a division of HTAV Pros, LLC. You acknowledge that you are legally allowed to enter into this agreement, and understand these terms and conditions apply to any requested Services provided by Us. Your agreement to these terms is initiated automatically each time you submit a request for, submit payment for, or otherwise approve our Services, this is considered consent to these terms.

Authorization To Do Work

Your request for Services is your authorization that you are the property owner, or have obtained the approval of the property owner, and have the legal ability to enter into this agreement for the work as outlined in the Scope Of Work with Iron Hill AV to be completed at the property. And you authorize us to complete that work as outlined at that location. You understand and agree that a responsible party, over the age of 18, must be onsite and or be immediately available at all times while our associates are onsite, unless agreed to prior.

Payment Terms

Buyer agrees to make timely and complete payments upon request, payments are expected as follows:

- Estimate Approval - Estimates must be approved via our portal, deposit (if applicable) must be paid in full before any product is secured or work will be scheduled.
- Installation - Any open balances owed for the project are due the same day of completion, unless you have prior payment arrangements or terms.
- On-Site Evaluation - Payment for this service will be due at time of scheduling
- Design & Estimation - Fees are due upon request prior to services being rendered or delivered.
- Other Services - Payment for all services rendered and parts used is due in full upon substantial completion on the same day as service is rendered, unless you have prior payment arrangements or terms.
- All payments must be paid to Iron Hill AV directly to be credited to your account. Payments can not be made to the name of any other persons, companies, contractors directly.
- Over Payment (Account Credits) - If an overpayment occurs it will remain as a credit on the account until (a) a refund is requested or (b) it is applied to a new balance due.
- Net Terms - We may offer at our option Net Terms for repayment later, the condition of these terms will be outlined on each Invoice. Late payments will incur a 'late fee' as noted on Invoice.
- Financing - If you opted to finance all or a portion of your balance - the loan must be approved and the funds released to us before we will schedule Services to be completed.

Payment Methods

Payments can be made via Phone, Web Portal, Email Link, or In-Person.

We accept: Major Bank & Credit Cards, Checks, ACH, and in some cases digital wallet payments.

We do not accept cash

Payment Refunds

In the event you are owed a refund, we will issue all refunds at the end of the associated project. It will be issued back to the original form of payment on file, or via bank check. For refunds of financed funds you must contact the finance company you used, and request to cancel or reverse the financing agreement.

Non-Payment

Iron Hill AV may at its option charge a 'Late Fee' on past due accounts. The amount and terms are outlined on our Invoice. We may refer past due accounts at any time to 3rd Party debt collectors. Or, we may at our option place a mechanics lien on the property title. Client is responsible for associated fees.

Financing

All offers of finance are offered by 3rd party services, Iron Hill AV assumes no responsibility for these offers and can not be held liable for any action or inaction on the 3rd parties part. Any Loans or Payment Plans advertised by Iron Hill AV can not be modified Us. We do not accept fractional or installment payments directly, all payments to us must be in full upfront, or made per our standard payment terms. See the specific lenders agreement for complete loan offer details.

Services Time Period

Services will commence once all or enough necessary products and supplies required for the project are ready for delivery by Us and/or the Purchaser, if they are supplying products as well. It will commence on the date we approve and that is agreed upon by the Purchaser. The project will end when delivery and/or Scope Of Work has been deemed by Us as substantially completed.

Cancellation and Termination

Both parties have a 'Right To Cancel'. To do so you must contact our Customer Support in writing via email. The following terms will apply to all terminations and cancellations:

Request to Cancel within 72 Hours of approval -

- You may terminate this agreement in its entirety within 72 hours of submitting your approval and receive a full refund **without penalty**.

Requests to Cancel after 72 hours of approval but *prior* to commencement of work -

- You may cancel your order after 72 hours since approval, prior to work commencing or delivery of products, for a refund of the total amount paid to date for this project, less a **cancellation fee of 8%** of the total project price.
- Special Order or Customized Products are not returnable or cancellable. The full price of these items will be deducted from the amount to be refunded, products will be delivered without install.

Request to Cancel *after* work has commenced -

- You may initiate a 'stop work order' at any time, and cancel the remaining work to be completed for this project, for a prorated refund of any monies paid to date. This will be calculated as - less the amount of any labor already provided & the price of any products already permanently installed.
- Special Order or Customized Products are not returnable or cancellable. The full price of these items will be deducted from the amount to be refunded, products will be delivered without install.
- A **cancellation fee of 15%** of the total original project price will be accessed after the work has been officially stopped, this will be deducted from any refunds owed. Purchaser may owe in the event original deposits are insufficient to cover the final balance due after all fees are calculated.

Iron Hill AV Right To Terminate

- We may terminate this agreement in part or in-full, and consider the Scope Of Work complete, at our option, any time without penalty to us or the purchaser. And refund to the purchaser, a prorated amount not less than the amount of labor or materials prepaid but not delivered to date. Any monies owed to Us, will be due immediately upon request.
- If we decide to terminate this agreement due to negligence or breach of this contract by the purchaser, a **cancellation fee of 18%** of the total project price will be accessed after the work has been officially stopped. Purchaser may owe in the event original deposits are insufficient to cover the final balance due after all fees are calculated.

Products Pricing & Availability

Your approval of Services that includes physical Products, or any Change Order for any Products, is considered the Purchase Date of those products. This is the final agreed upon price for that item(s), we do not adjust prices post purchase, regardless of when the product is delivered.

Product delays may occur without notice, and may extend our delivery times to Purchaser. Purchaser has the option to select an alternate product or postpone the install till a later date, additional fees may apply. We are not liable for any losses Purchaser may incur due to product availability or delays it may create.

In the event 'major' Products become unavailable after approval for Services we may offer alternative like items to the purchaser, the purchaser has final approval and will be responsible for any difference in price. The purchaser is eligible for a refund for the difference of price if the replacement item is of lesser value. For other components we reserve the right to install equipment with same or better specs without notice.

Contract Amendments (Extenuating Circumstances)

In the event of circumstances beyond our control, such as global supply chain disruptions, that causes us to be unable to deliver product or services as agreed in whole or part for a project, we may invoke our Right to Terminate the project. This will end the project, and the Scope Of Work will be considered satisfied to that point. Any balances owed to Us for Services completed to that point will be due upon request, and any balances owed the purchaser will be refunded. The purchaser may at their option arrange to have the remainder of the project completed at their cost as a separate new project at a later date once products or services are available, or circumstances change. Whenever possible, we will make every attempt in this situation to leave the purchaser with a functional, albeit possibly limited, system.

Contract Amendments (Change Orders & Unexpected Changes)

Unexpected Changes

You understand that some work not listed may be required or necessary and unavoidable in some instances. In an effort to keep the project on schedule it may not be reasonable for us to delay the project or other trades involved to obtain your approval for every possible additional charge that could occur, you agree that we may within reason approve items that would be considered otherwise 'Required' to complete the overall project when within the original Scope of the project and its overall intended outcome.

Requested Changes

Things such as additions to the Scope or adding/changing Products are Change Orders, this is defined as any change or addition to the originally approved Scope, product or services described in the approved work order. A **Change Order fee of 5%** of the change total, plus the total extra parts and labor costs will be added to the total outstanding balance due.

In either case, Product changes that require us to order new products may require additional deposits be made by the purchaser to secure the new items before work can continue, at our discretion. Purchaser must submit a Change Order request in writing to Customer Support or in-person to our associate. Exchange of product may incur a **Restocking Fee of 10%** of the item price, this will be in addition to any other fees. Once items are installed they may not be able to be returned or exchanged.

Overview of Work To Be Performed

Unless specifically noted on the Estimate or Work Order, or on a separate document attached to the Work Order, all the details for each job will be outlined as a Scope of Work on Work Order itself. No other documentation, email, or conversation will constitute an alternate scope, extended scope. or in lieu of the original scope. Change Orders will be noted on work order when requested.

Out-of-Scope Work

Scope of Work assumes any 3rd Party systems or services that need to integrate with Services we are supplying are fully and properly functional, unless the owner indicates or discloses to Us otherwise before approving Services. In the event a problem arises where these other systems or services are not working properly at time of Service delivery and it causes any delays to Us, the Purchaser understands they may incur additional costs for delays and/or for the additional Services to fix the 3rd Party problem.

Project Management

Some Projects require additional coordination between Us and other trades to complete our Services as per the Scope of Work. Because of this, charges for Designs, Drawing Preparation, Change Orders, Additional Site Visits, Permits, and similar may be included in your initial estimate, and/or may be incurred throughout the project as needed, or as changes occur.

Project Delays

Projects delayed from their original target completion date may interfere with our schedule or our ability to store products. We have limits on how long we can store products and parts purchased for a project. We do reserve the right at any time to require the purchaser to take delivery of products. If the purchaser can not make arrangements to store the product, we may be able to arrange for a storage unit for you for a fee. Fees can range from \$50-200 per month.

Premises Access & Usage

Reasonable unrestricted access to the Project site where we are delivering Services is required. Providing for Our use of electrical outlets, restroom facilities, immediate loading and unloading areas, and adequate parking is the Purchaser's responsibility to coordinate. It is also the Purchaser's responsibility to advise us prior to work commencing of any local ordinances that we may need to be adhered to.

Purchaser must supply Us with any applicable keycards, passes, codes, etc to gain access as needed.

Premises Security

Any equipment and material theft or damage that occurs after we have delivered products to a jobsite, where the jobsite is deemed secure, is ultimately the responsibility of the Purchaser. We are only responsible for damage or loss directly caused by or at the direct fault of Our employees or contractors.

Sub-Contractors and Trade Partners

On occasion, and at our option, Iron Hill AV may employ trusted contractors or trade partners to assist our employees on-site and to complete certain phases of a project.

Working Regulatory & Safety Requirements

We want to provide a safe workplace and complete all work to code. We may need to obtain permits or inspections pertinent to the completion of our part of the project to insure we are compliant. To that extent, we may require safety or permit documentation to be supplied to Us before beginning any work. If it is determined that You, your contractors, or We need to obtain additional permits, insurance, safety compliances, or prepare drawings that were not already determined ahead of time, then those charges for such will be additional and be incurred by the purchaser. This will be paid before any work continues. We reserve the right to stop work anytime without penalty to Us if we see fit that the work site is not in compliance with local, state, federal, or governing safety council mandates or codes. Purchaser may incur additional charges for delays not at the fault of Iron Hill AV.

Property Damages

We will cover the reasonable price to repair or replace any damage caused by Us that is generally considered to not be something that occurs during the normal course of the work being completed. This includes major chips, cracks, scratches, dents, stains, rips, tears, etc. What we do not cover is anything considered to be inevitable or generally acceptable based on the work being performed, when in the immediate work area, this includes but is not limited to:

- Light soiling or debris on flooring or dirt or scuffs where the surface can be easily clean or touched-up.
- Patching of holes cut in surface for accessing or running wiring, as per the Scope of Work.
- Surfaces commonly accepted as risky or inherently fragile to work with - such as stones, marble, glass, mirrors, plasters, or any other 'non-standard' coatings or materials.

Damage claims must be submitted to us in writing **within 72 hours of completion** of Services for consideration of coverage by Us. We may choose a professional of our choice to assess the damage independently before any decision is made of coverage at our discretion.

Guarantees and Warranties

We include coverage for the labor portion of our Services only. All other coverages are optional, or offered directly by the individual manufacturers of the products supplied.

Workmanship Guarantee

Coverage is included with each project agreement at no charge and it covers all reasonable **labor** costs for any physical installation or programming or other issues that arise directly related to a possible problem of our workmanship. Applies to labor only, for a period not to exceed 90-days immediately following the original service date, and is voided if any part of the covered system is modified, moved, or otherwise serviced by someone else during that period. This coverage is not in addition to or act in lieu of any product warranties or other 3rd party coverages you may have with Us or others for the same equipment. Any problems reported that end up not being deemed covered by this Guarantee, will result in that visit being considered billable, and payment will be due at time of visit.

Product Warranties

All products installed include their own individual manufacturer supplied warranty, unless otherwise specifically noted on your receipt. Warranties & costs of such are between purchaser and manufacturer.

3rd Party Optional Warranties

We may offer third-party / extended coverage warranties for whole systems, or individual parts, these are underwritten and facilitated by those third party companies directly. For warranties terms refer to each individual product(s) or extended warranty declaration or website.

Disposal & Recycling Notice

Equipment Disposal & Recycling

We do not take old equipment away for disposal as standard, you may contact your local Solid/E-Waste authority for your local options.

Equipment Packaging Disposal

Removal of packaging is not included unless specifically noted in the Scope Of Work. Fees may apply for disposal/recycling of packaging materials, and is offered at discretion of management.

Regulatory Notices

Broadcast Transmissions

We must adhere to FCC regulations governing the operation of wireless devices, Microphones, Wifi Transmission, & FM transmitters when it comes to the installation or sale of said equipment. It is however ultimately the sole responsibility of the Purchaser or systems Operator to ensure continued conformity and obtaining any subsequent required registrations, permits, or licenses to operate the equipment legally after installation.

Content Playback

Iron Hill AV does not directly provide any license for public playback of any content. There are strict rules regarding playback of copyright content in public or public adjacent spaces. While we install devices and systems that are capable of obtaining and playing back all available content, whether legal or not, the Purchaser or systems Operator is ultimately responsible and liable for the content that is actually played back on a system we provide, and for obtaining the proper licensing for such playback.

Product Safety Conformity

Regardless of the items sold, installed, serviced by Us, We can not insure all products will conform to local and federal regulations indefinitely in every jurisdiction. It is the responsibility of the Purchaser or systems Operator to discontinue use of, or replace, any item becomes non-conforming due to any legislative or regulatory changes during or after the time we provided the items or services, at their cost.

PCI Compliance

PCI compliance is a systems wide self-assessment process that system Operators must take on themselves. Equipment may need to be updated or upgraded periodically to stay in compliance. We may offer system reviews, but these would only serve as a guide to help the owner improve their PCI compliance best practices or internal procedures. Compliance is solely the Operators responsibility, risk, and at their expense.

Ownership Of Intellectual Property

Iron Hill AV, its owners, or partners may produce custom solutions or project designs, such as systems drawings, built-as documentation, custom programming, or similar for a Project. Some programming files used in devices may be locked by Us as to not be accessible to Operators or other companies. These are considered the exclusive "Intellectual Properties" of Iron Hill AV and transfer of ownership is at Our discretion. We may transmit these documents for viewing or temporary usage upon request during the normal course of business as needed to complete a Project, however these shall remain the exclusive property of Iron Hill AV until otherwise documented by Us as being sold, licensed, or otherwise transfer of ownership is officially completed as deemed by Us.

Data Usage, Privacy & Confidentiality

Confidential Information refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client. We agree that we will not disclose, divulge or reveal, report or use, for any purpose, any confidential Information which our associates may obtain, except as authorized by the Client or as required by law. The obligation of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement. We have in place physical, electronic and managerial procedures to safeguard your information.

To that extent, we may use non-personally identifiable information as follows:

- For the purpose of general marketing, advertising, tracking, analytics, such as photos or descriptions of work completed.
- We may temporarily or permanently store information, such as IP addresses, device credentials, network usage data, etc for the purpose of monitoring and remotely accessing your network or devices for the purpose of upkeep and maintenance.

Some products we provide or install may have their own data, privacy, and usage agreements. We take no responsibility for these 3rd party agreements, which are between you and the manufacturer.

Other Specific or Special Terms

Service Call Billing

Non-Installation services, such as Consulting & Repair type services billing policies and pricing are published in our Pricing Disclosure document available on our website. All Services are chargeable unless specifically and explicitly explained to you at time of scheduling. A 'Call-Back' Service may be scheduled if a problem occurs on a previous item we worked on within 90-Days, see our *Guarantees and Warranties* section above, under *Workmanship Guarantee* for complete details.

Optional Coverage or Support Plans

We may offer Service or Maintenance type plans to you for additional coverage or after-care of your purchase, and are sold separately. These plans are completely optional, and carry their own terms and conditions in combination with this agreement. Please refer to that plan's documentation for full details of costs, billing, additional terms, cancellation, and coverage options.

Device Replacement, Parts & Repairs

We do not repair electronics in general, we however may offer facilitation of warranty services on your behalf for certain brands. This is offered as a courtesy to you, by us, as part of your purchase, for a fee. This typically means we will take care of the part or service request and logistics on your behalf with the manufacturer. It is standard that manufactures do not cover **any** costs outside of the actual repair and return shipping of the item to you or us. All other fees will be your responsibility.

Repair & Consumable Parts Notice

Most product replacement parts may not be returnable once installed or energized, such as projector lamps, fuses, or other consumable parts regardless of whether or not the part fixes the problem.

Remote Management of Systems

For continued support and service we may utilize special equipment, 3rd party services such as OvrC or similar cloud access, to monitor your installed systems components via the internet. All equipment connectivity or usage status may be viewable or accessible by Us. Some remote service benefits such as owner access to the OvrC Home App for self-help and advanced features such as WiFi control may be limited to only those customers who opt to subscribe to one of our optional plans.

Your purchase of these monitoring/monitorable devices is an agreement that we may monitor these systems so that we may offer you these additional services, you may opt out of this:

Remote Management Opt-Out

Clients who do not wish to have their equipment connected to our remote access services and monitored by us may opt-out at any time. The equipment owner may simply disconnect the equipment from the internet, but they may limit functionality. Or, the owner may perform a takeover to transfer each device's cloud access to their own account (charges may apply). If you need assistance transferring or releasing devices, we may be able to assist, for a service fee.

Remote monitoring hardware, software, apps, websites, and portals, collectively 'the service', is offered by Iron Hill AV as-is, these systems are made and operated by 3rd parties, we have no control over the quality of 'the service'. There is no guarantee that remote service abilities will allow us to fix or even diagnose any problems correctly, fully or even remotely. Iron Hill AV can not be held responsible for issues with or arising from these systems or services.

Referral or Loyalty Programs

We may extend to customers the option to earn 'credits' for hitting certain milestones over time or for generating new customer leads for us. These programs may carry their own specific additional terms:

Referral Link Program Terms

This is a voluntary promotional offer, offered by Iron Hill AV in exchange for 'word-of-mouth' advertising to promote Iron Hill AV services. Our Referral Link program is an automated service that allows any of our customers who are 'active' in our system at time of email of promotion, and have a valid email address on file, to earn account credits that can be used against any new invoice on their account.

Customers (Referrer) can receive an account Credit for each person they refer (the Referred) to Us, and credits can be accrued for multiple successful referrals, there is no limit.

How it works:

- Receive a special code web link from us via a promotional email we periodically send out.
- Share this link with as many people as you can
- That person clicks your special link and fills out our online Request form
- When that Request ultimately turns into a completed sale your account will earn a Credit.

Account Credits will automatically be applied in full to the next Invoice on the same account. Credits can not be carried-over, transferred, exchanged, or otherwise shared. Credits have no cash value. Credits may expire 12 months after accrual, or if the account is terminated for any reason. A Credit equals the 'Dollar Amount' noted in the promo email sent with the Referral Link, amount may vary.

Participation is voluntary and earning credits is not guaranteed. We have final say on any accruals, distribution, or usage of said Credits. Abuse of the program may result in loss of credits or account termination. We may alter the program in whole or part, or terminate it, without prior notice as we see fit. Iron Hill AV has final say on any and all disputes regarding this program or its Credits.

Rental Equipment & Operators

Commercial clients renting equipment will be bound by the standard applicable terms and conditions of this Universal Service Agreement. However specific terms of rental maybe found on the proposal/quote, and these general terms for rental equipment apply:

Iron Hill AV the 'Owner', rents to You, the 'Renter'. You the 'Renter' rents from Us the 'Owner', subject to the terms and conditions of this Agreement:

We may arrive early to set up and normally remove equipment immediately after presentation, specifically for hourly type rentals. If this is a full or multi-day rental a removal day/time will be determined specifically based on available access to the site, whether during or after the event. In any case we must have clear adequate access to deliver, setup, and remove gear.

The specific details of placement, arrival times, etc. will be outlined on the proposal/quote sent to the responsible party making the agreement/payment. Payment of this quote will act as the official rental agreement, and agreement to all the terms and conditions held within the quote and this Universal Services Agreement.

In most cases an operator will be required with each rental, the operator fee will be charged in addition to the equipment, and will be outlined on the quote. In the event the equipment is not accompanied by one of Iron Hill AV operators, the Renter will be fully responsible for the safe operation and protection of the equipment for the terms of the rental agreement. Renter shall alert Owner to any damage to the Equipment. Renter shall be responsible for any loss or damage to Equipment and loss of use, diminution of the

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Equipment's value caused by damage to it or repair to it and missing equipment. Renter may be held responsible for damage due to negligence. Service or repair shall not be performed without the Owner's prior consent. Renter must carry insurance satisfactory to Owner equal to the value of the Equipment to ensure its full replacement, unless agreed otherwise in writing by Owner.

Operators provided by Iron Hill AV may be entitled or required by law to take breaks during the work day, this may include during event times, in some cases it may be necessary to hire multiple operators for overlap to prevent lapses in operational time.

Owner shall at all times retain ownership and title to the Equipment. Renter shall immediately notify Owner in the event Equipment is levied, has a lien attached or is threatened with seizure. Renter shall indemnify and hold Owner harmless against all loss and damages caused by such action. Equipment shall be deemed at all times to be personal property, whether or not it may be attached to any other property.

No failure of the Owner to exercise or enforce any of its rights under this Agreement shall act as a waiver of subsequent breaches; and the waiver of any breach shall not act as a waiver of subsequent breaches. Owner's acceptance of payment with knowledge of a default by Renter shall not constitute a waiver of any breach.

Renter may not, without the prior written consent of Owner, transfer or assign this Agreement or any part thereof. Any attempt to do so shall be a material default of this Agreement and shall be void.

Renter shall indemnify, defend and hold harmless Owner from and against any claim, demand, cause of action, loss or liability (including attorney's fees and expenses of litigation) for any property damage or personal injury arising from Renter's use of Equipment by any cause, except to the extent caused by Owner's gross negligence or willful misconduct. The provisions of this Article shall survive the termination of this Agreement with respect to any claims or liability accruing before such termination. IN NO EVENT SHALL OWNER BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES ARISING FROM RENTER'S USE OF EQUIPMENT, INCLUDING BUT NOT LIMITED TO LOSS PROFITS AND LOSS REVENUE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

The Rental Agreement shall terminate on the date specified in the proposal/quote. Owner reserves the right to terminate this Agreement earlier upon notice to Renter.

Payment for rental is due in full at time of scheduling, if for any reason the event needs to be canceled or rescheduled and we have yet to set up the system on-site, a new date or complete refund will be provided. After the system, refunds are not available.

Dispute Resolution

If a dispute develops between the parties to this contract, they will submit to mediation to address any controversy or claim arising out of, or relating to this contract or relating to any change orders or other changes or addendums to this contract.

Prior to the beginning of the mediation process, the parties may agree that if there is one or more disputed items that remain unresolved at the end of the mediation, the parties will proceed with binding mediation where the mediator will render a final and binding decision on those unresolved items, or the parties may elect to submit the remaining unresolved items to a med-arb procedure where a new and separate binding arbitration session will be scheduled to settle any unresolved issues remaining after the mediation session has been concluded. The parties must mutually agree to utilize binding mediation or arbitration or the parties will be bound only to participate in the mediation process. The mediation and/or arbitration shall be conducted by and according to the Mediation and/or Arbitration Rules and Procedures of a local Delaware based reputable dispute resolution mediator service for hire, to be chosen by Iron Hill AV at time of dispute. Both parties shall share the cost of the dispute resolution process equally up to and including the mediation settlement agreement or arbitration award although personal attorneys and witnesses or specialists are the direct responsibility of each party and their fees and expenses shall be the responsibility of the individual parties. As part of the decision of the mediator in binding mediation or as part of the Arbitration Award, the mediator or arbitrator shall award the prevailing party reasonable attorney's fees and reasonable expenses in any manner in which the mediator or arbitrator feels is fair and equitable to the parties. The Mediation Settlement Agreement and/or Arbitration Award shall be binding on the parties and shall be enforceable in any court of competent jurisdiction.