

SERVICES CONTRACT

THIS SERVICES CONTRACT (this “Agreement”) is dated _____ 20 __, (“Effective Date”), and is by and between _____ (“Client”), and _____ (“Service Provider”).

RECITAL

WHEREAS, upon the terms and conditions set forth herein, Client desires to engage Service Provider to perform the Services set forth herein, and Service Provider desires to perform same.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows.

1. Term. The term of this Agreement (“Term”) shall commence on _____, and shall terminate as follows:

This Agreement shall be on a month-to-month basis, terminable by either party on _____ days advance notice to the other party.

This Agreement shall automatically end on the following date _____.

This Agreement shall automatically end when the Services are completed.

Other. Describe: _____

2. Scope. Service Provider agrees to perform the following work for the Client:

(“Services”).

3. Standards. Service Provider agrees that in the performance of the Services, Service Provider shall comply with the policies, rules, and standards of the Client, as may be amended from time to time, and shall perform the Services in a professional manner, faithfully, diligently, in good faith and commercial reasonableness, and in furtherance of the best interests of the Client. In the performance of the Services, Service Provider shall comply with all applicable laws, rules, and regulations.



4. Confidentiality. In the performance of the Services, Service Provider may become privy to, or otherwise observe or learn about confidential or proprietary information related to the Client's or other parties' business and plans (hereinafter collectively, the "Confidential Information"). Service Provider acknowledges and agrees that the Confidential Information constitutes valuable assets of the Client or others, and that except for disclosures required by applicable law, and information which is a matter of public record, Service Provider shall not, during the Term of this Agreement or any time after the termination of this Agreement, disclose any Confidential Information to any person or use any Confidential Information for the benefit of Service Provider or any other person, except with the prior written consent of the Client. Prior to any disclosure of Confidential Information, Service Provider shall notify the Client of the intended disclosure and shall cooperate with the Client in seeking and obtaining a protective order or other means of protection relating to such prospective disclosure.

5. Return of Documents. Service Provider acknowledges and agrees that all originals and copies (including electronic copies), and any summaries or notes thereof, of records, reports, documents, lists, plans, memoranda, notes, and other documentation related to the business of the Client or its clients, or containing any Confidential Information, are and shall be the sole and exclusive property of the Client. To the extent Service Provider comes into possession of any such items, Service Provider shall promptly return same to the Client upon demand, and in any event shall return same upon the termination of this Agreement.

6. Compensation. Client agrees to pay Service Provider the following compensation ("Compensation") for the Services:

Check box, as applicable:

- Hourly rate of \$_____ per hour
- Fixed fee of \$_____
- Other. Describe: _____

Check box, as applicable:

- An upfront payment of \$_____ shall be required.
- No upfront payment shall be required.

7. Payment Terms. Compensation shall be payable as follows:



- When invoiced to Client. Payable within ____ days of receipt of invoice.
- Daily
- Weekly
- Bi-Weekly
- Upon completion of the Services
- Other. Describe: _____

Service Provider shall provide Client with a detailed description of its work rendered and, if applicable, the amount of time spent on each work item. This detailed description shall be provided in connection with each payment of compensation hereunder, or as otherwise agreed by the parties

7. Taxes. Service Provider shall be solely responsible for and shall timely pay when due all withholding taxes, Social Security, state unemployment, and other similar taxes and impositions of any kind or nature relating to Service Provider and Service Provider’s business, employees, agents, and permitted subcontractors. Service Provider shall timely pay when due all applicable sales and use taxes on the labor provided and materials furnished or otherwise required by law in connection with the Services hereunder.

8. Time is of the Essence. Service Provider acknowledges that time is of the essence in the performance of all Services hereunder. Service Provider shall promptly commence performance of the Services on the schedule agreed upon between Service Provider and Client and shall diligently perform and complete same in accordance with the requirements hereof. If Service Provider is delayed, or anticipates being delayed, in the commencement or completion of the Services, Service Provider shall promptly notify the Client of same.

9. Deficient Services. If the Client determines in its reasonable judgment that the Service Provider’s Services are deficient, defective, or incomplete in any fashion (any of the foregoing, a “Deficiency”), the Client shall have the right, in addition to all other rights that may be available to the Client whether at law or in equity, to elect, at its sole discretion to: (a) notify Service Provider of the Deficiency, in which event Service Provider shall promptly correct such Deficiency; or (b) retain a third party or undertake to perform the cure of the Deficiency itself, in which event the Compensation associated with such deficient Services shall be deemed not earned by the Service Provider and shall be retained by the Client and not paid to Service Provider,

10. Independent Contractor Relationship. Service Provider acknowledges that Service Provider is an independent contractor and is not an agent, partner, joint venturer, or employee of



Client. Service Provider shall have no authority to bind or otherwise obligate the Client in any manner, nor shall Service Provider represent to any third party that it has a right to do so. Service Provider further agrees that in the event the Client suffers any loss or damage due to violation of this provision, Service Provider shall indemnify and hold harmless the Client from any such loss or damage. Upon request by the Client, the Service Provider shall provide all applicable and valid documentation required by the Client including but, not limited to, a Form W-9, this Agreement duly executed by Service Provider, and a current Certificate of Insurance evidencing Service Provider's maintenance of the required coverages herein, if any.

11. Insurance.

Proof of Insurance is Required. Throughout the term of this Agreement, Service Provider shall maintain customary business owner's insurance at levels and with insurers reasonably satisfactory to the Client, including coverage for professional liability/errors and omissions, general liability, business interruption, vehicle coverage, worker's compensation, and crime, as applicable. If requested, the professional liability/errors and omissions policy and the general liability policy shall name the Client as an additional insured. Service Provider shall provide the Client with appropriate certificates of insurance, evidencing Service Provider's insurance coverage hereunder.

Proof of Insurance is Not Required.

12. Assignment; Delegation of Duties. Service Provider shall not assign its rights under this Agreement or delegate any of its duties hereunder, unless any such assignment or delegation is approved in advance in writing by the Client.

13. Safety. Service Provider shall, at its sole cost and expense, be solely responsible for the health and safety of its employees, agents, subcontractors, material suppliers, and all other persons involved with the provision of the Services hereunder, from the risk of death, injury, or bodily harm, arising from or in any way related to the Services, and ensuring full compliance with all governmental and industrial safety rules and regulations, including, without limitation, all requirements under OSHA. At Service Provider's sole cost and expense, Service Provider shall comply with, and be solely responsible for, applicable Covid-19 health and safety measures as the same may change from time to time, whether imposed by the Client, the municipality or state in which the Services are rendered, or any owner or operator of the applicable property where the Services are performed.

14. Indemnity. Service Provider shall indemnify, defend and hold Client harmless from any breach by Service Provider of this Agreement, and for any loss, claim, demand, or liability caused by or resulting from the Services, unless to the extent attributable to the fault, negligence or willful misconduct of Client.

15. No Alcohol or Drugs. Service Provider acknowledges and agrees that no person may perform any Services hereunder while under the influence of alcohol or drugs. The



prohibitions under this Section include, without limitation, prohibitions on marijuana usage including any usage or possession which may be legal under applicable state law.

16. Miscellaneous.

a. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

b. In the event of a default under this Agreement, the defaulting party shall reimburse the non-defaulting party for all costs and expenses reasonably incurred by the non-defaulting party in connection with the default, including without limitation, reasonable attorney's fees and costs. Any dispute hereunder shall be resolved through binding arbitration, pursuant to the commercial arbitration rules of the American Arbitration Association. The prevailing party in any such action or proceeding shall be entitled to recovery of all costs and fees incurred in connection with such action or proceeding.

c. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

d. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of _____.

e. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter hereof and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all parties.

f. Any notice or other communication hereunder shall be sent by SMS text, email, or US mail to the intended recipient thereof, to the addresses and/or contact information set forth below, and shall be deemed delivered and received upon written confirmation of receipt (in the case of email or SMS text), or three business days after posting to US mail (in the case of mail).

Client Contact Information: _____

Service Provider Contact Information: _____



IN WITNESS WHEREOF, the Parties execute this Agreement, and agree to be bound by the terms hereof.

Client Signature: _____

Name: _____

Date: _____

Service Provider Signature: _____

Name: _____

Date: _____

