

# SERVICES AGREEMENT

## **Ricky's Pro Shine**

Owner: Ricky Johnson

Cell Phone: 469-816-8373

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# Table of Contents

<b>SERVICES AGREEMENT .....</b>	<b>1</b>
<b>1. PARTIES .....</b>	<b>3</b>
<b>2. TERM .....</b>	<b>3</b>
<b>3. SERVICES .....</b>	<b>3</b>
3.1 SERVICES PROVIDED .....	3
3.1.1 <i>Figure 1</i> .....	4
3.2 SERVICE LIMITATIONS .....	4
3.3 CLIENT REQUIREMENTS .....	5
3.3.1 <i>Boot/Shoe Shine Space</i> .....	5
3.3.2 <i>Entry To The event Venue</i> .....	5
3.3.3 <i>Source of Water and Water Disposal</i> .....	5
3.3.4 <i>Source of Power</i> .....	6
3.3.5 <i>Event Entry Time</i> .....	6
<b>4. PAYMENT .....</b>	<b>6</b>
4.1 EVENT FEE .....	6
4.2 TRAVEL AND LIVING CHARGES .....	7
4.2.1 <i>Mileage</i> .....	7
4.2.2 <i>Per Diem</i> .....	7
4.3 PAYMENT .....	7
4.3.1 <i>Timing</i> .....	7
4.3.2 <i>Payment Method</i> .....	7
<b>5. EVENT DETAILS .....</b>	<b>7</b>
5.1 EVENT NAME .....	7
5.2 EVENT LOCATION .....	7
5.3 EVENT SCHEDULE .....	8
5.3.1 <i>Event Date</i> .....	8
5.3.2 <i>Event Duration</i> .....	8
5.3.3 <i>Service Provider Work Duration</i> .....	8
5.3.4 <i>Service Provider Setup Time</i> .....	8
5.4 NUMBER OF ATTENDEES .....	8
<b>6. TERMS AND CONDITIONS .....</b>	<b>8</b>
6.1 TERMINATION .....	8
6.2 MUTUAL INDENMINICATION .....	8
6.3 FORCE MAJURE .....	9
6.4 CONSEQUENTIAL DAMAGES .....	9
6.5 TAXES .....	9
6.6 GOVERNING LAW .....	10
6.7 SEVERABILITY .....	10
<b>7. SIGNATURES .....</b>	<b>10</b>

## 1. PARTIES

The Service Provider and the Client are each referred to as a “Party” and, collectively, as the “Parties.” This Service Contract (the “Agreement”) made on today’s date of \_\_\_\_\_ [MM/DD/YYYY] (the “Effective Date”) is by and between:

### SERVICE PROVIDER:

Ricky’s Pro Shine with a mailing address of 2501 Airport Freeway Unit 211, Bedford, TX 76021 (the “Service Provider”),

### CLIENT:

\_\_\_\_\_ [Client Name] with a mailing address of \_\_\_\_\_ [Client Address] (the “Client”).

IN CONSIDERATION of the provisions contained in this Agreement and for other goods and valuable consideration, the Client hires the Service Provider to work under the terms and conditions hereby agreed upon by the Parties.

## 2. TERM

**TERM.** The term of this Agreement shall commence on today’s date of \_\_\_\_\_ [MM/DD/YYYY] and terminate on the completion of the Services performed.

## 3. SERVICES

### 3.1 SERVICES PROVIDED

The Service Provider will provide boot and shoe shine services for the Client.

The Service Provider will bring to the event the following items:

1. Custom made Collins Continental Shoe Shine Stand. See figure 1.
2. Rubber Mat
3. Cargo wagon containing all shoe shine materials, rags, accessories, etc.
4. Labor to shine boots and shoes.

### 3.1.1 FIGURE 1



## 3.2 SERVICE LIMITATIONS

The following limitations apply.

1. Boots and shoes that are extremely worn or dirty may be refused for services by the Service Provider.
2. Customers may not take off their boots/shoes and leave with the Service Provider. Customers must sit in the chair while wearing the boot/shoes that are to be shined by the Service Provider.

### 3.3 CLIENT REQUIREMENTS

#### 3.3.1 BOOT/SHOE SHINE SPACE

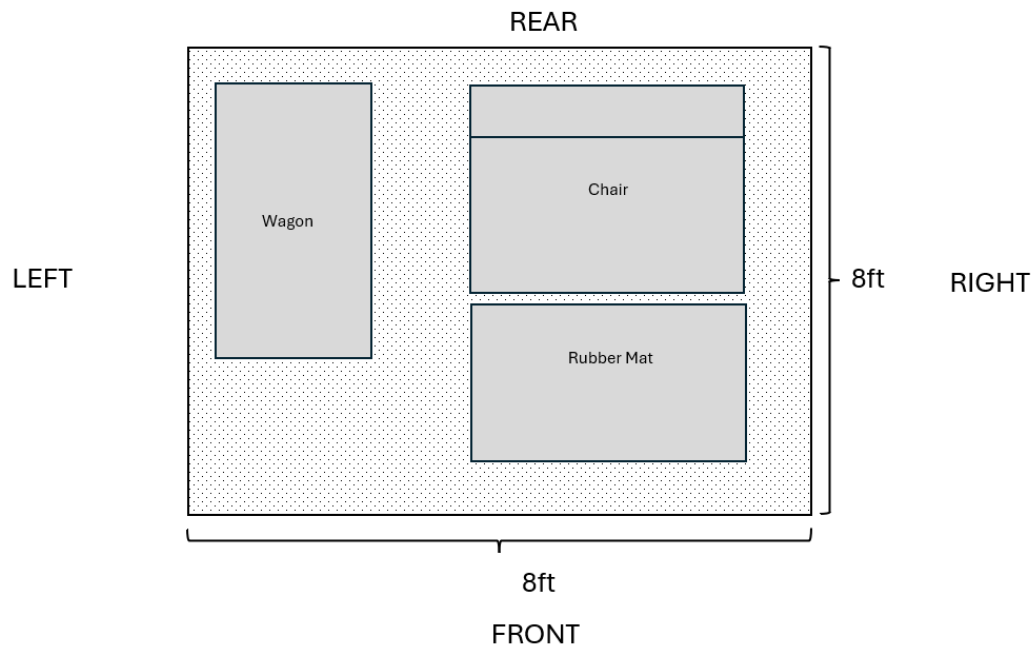
The Client must provide an area at the event location that is flat/level and the following dimensions

1. Width – 8 feet
2. Depth – 8 feet

See Figure 2.

##### 3.3.1.1 Figure 2

### Ricky's Pro Shine: Space Requirements



NOTE: All Equipment Provided By Ricky's Pro Shine

#### 3.3.2 ENTRY TO THE EVENT VENUE

The Client must provide an entry door to the event that is a **minimum of 72 inches wide.**

#### 3.3.3 SOURCE OF WATER AND WATER DISPOSAL

The Client must provide a source of water and water disposal for the Service Provider.

### **3.3.4 SOURCE OF POWER**

The Client must provide a source 120vac/15amp power that is within 25 feet of the designated boot shine space.

### **3.3.5 EVENT ENTRY TIME**

The Client must provide access to the event a minimum of 2 HOURS before the start of the scheduled event to allow the Services Provider to perform setup.

## **4. PAYMENT**

### **4.1 EVENT FEE**

Event Payment amount will be based on the following [Select One Of The Following Options]

#### **ALL INCLUSIVE PACKAGE**

Cost will be \$350 per hour for \_\_\_\_\_ [enter #] hours (NOTE: minimum of 2 hours). The Service Provider will provide boot/shoe shine service to the Client's customers at no charge. (NOTE: It is estimated that between 8 and 12 boot/shoe shines can be completed per hour based on the type and condition of the boots or shoes)

Tips will be accepted by the Service Provider via cash or Venmo.

#### **FIXED FEE PACKAGE**

Cost will be \$200 per hour for \_\_\_\_\_ [enter #] hours (NOTE: minimum of 2 hours). The Service Provider will provide boot/shoe shine service to the Client's customers at a charge of \$30 per shine. (NOTE: It is estimated that between 8 and 12 boot/shoe shines can be completed per hour based on the type and condition of the boots or shoes). Payment will be accepted via Cash or Venmo.

Tips will be accepted by the Service Provider via cash or Venmo.

## **4.2 TRAVEL AND LIVING CHARGES**

Travel and Living charges are in addition to the Event Fee. NOTE: No travel and living charges are required for events that are located within 40 miles of the Service Provider's address and do not require an overnight stay.

### **4.2.1 MILEAGE**

Mileage for miles traveled over 40 miles from Service Providers address will be charged to Client at the current IRS mileage rate which is \$0.67/mile for the year 2024.

### **4.2.2 PER DIEM**

Where overnight stay is required by the Service Provider, a Per Diem rate of \$200/day will be charged to the Client.

## **4.3 PAYMENT**

### **4.3.1 TIMING**

Client will make payment to the Services Provider immediately upon conclusion of the event.

### **4.3.2 PAYMENT METHOD**

Payment will be made by the Client to the Services Provider via one of the following methods:

1. Cash
2. Check
3. Venmo
4. Zelle

## **5. EVENT DETAILS**

Hereinafter further in this document the term "Event" will be used to describe the Client's event where the Service Provider will perform the services.

### **5.1 EVENT NAME**

The name of the Event is:

Event Name \_\_\_\_\_

### **5.2 EVENT LOCATION**

The Event will be located at the following venue:

Name: \_\_\_\_\_

Address: \_\_\_\_\_[Street, City State, Zip Code]

### 5.3 EVENT SCHEDULE

The following schedule has been agreed to by the Parties for the Event.

#### 5.3.1 EVENT DATE

The Event will be held on:

\_\_\_\_\_ [MM/DD/YYYY]

#### 5.3.2 EVENT DURATION

The Event duration is:

From \_\_\_\_\_ [HH:MM AM/PM]

To \_\_\_\_\_ [HH:MM AM/PM]

#### 5.3.3 SERVICE PROVIDER WORK DURATION

The Service Provider will provide services at the Event :

From \_\_\_\_\_ [HH:MM AM/PM]

To \_\_\_\_\_ [HH:MM AM/PM]

#### 5.3.4 SERVICE PROVIDER SETUP TIME

The Service Provider will arrive at the event for setup:

At \_\_\_\_\_ [HH:MM AM/PM]

(NOTE: Minimum of 2 hours before Scheduled Service Provider Duration)

### 5.4 NUMBER OF ATTENDEES

The approximate number of attendees at the event is:

Attendees \_\_\_\_\_ [Enter #]

## 6. TERMS AND CONDITIONS

### 6.1 TERMINATION

In the event of a material breach, either party may terminate this Agreement prior to the end of the term by providing 7 days' written notice to the defaulting party.

If Client notifies Services Provider that they wish to cancel the event within 7 days of the Event Date, a minimum of 1 hour payment is required to be paid immediately.

### 6.2 MUTUAL INDENMINICATION

Subject to the terms and conditions set forth in this Agreement, each Party shall indemnify, hold harmless, and defend the other Party and its managers, officers, directors, employees, agents,



affiliates, and permitted successors and assigns, against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and reasonable attorneys' fees, that are brought on account of any injuries or damage, or loss, real or alleged, received or sustained by any person, persons, or property, arising out of the Services provided under this Agreement or by either Party's failure to perform or comply with any requirements of this Agreement, including, but not limited to, any claims for personal injury, property damage, infringement of copyright, patent, or other proprietary rights.

### **6.3 FORCE MAJURE**

In the event of force majeure, the obligations of both parties under this Agreement will be suspended within the scope of the force majeure and its duration. The term of cooperation may be extended according to the time limit for suspension, but the parties shall reach an agreement and neither party shall be liable for this. The party claiming to be affected by force majeure shall notify the other party no later than 15 days after the occurrence of force majeure and shall minimize the damage caused by force majeure. If force majeure lasts longer than 60 days and the parties fail to reach a resolution to continue to perform this Agreement, either party has the right to terminate this Agreement by giving written notice to the other party

### **6.4 CONSEQUENTIAL DAMAGES**

In no event shall either Party be liable to the other for any indirect, special, punitive, exemplary, speculative, consequential damages arising in any manner pursuant to or in connection with this Agreement.

### **6.5 TAXES**

The Service Provider shall pay and be solely responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Service Provider hereunder. Any such taxes, duties, and charges currently assessed, or which may be assessed in the future, that are applicable to the Services are for the Service Provider's account, and the Service Provider hereby agrees to pay such taxes. Further, the Service Provider is solely responsible for the withholding of income taxes of the Service Provider's personnel, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits thereof.

## 6.6 GOVERNING LAW

This Agreement shall be governed under the laws in the State of Texas

## 6.7 SEVERABILITY

This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court administers that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

## 7. SIGNATURES

IN WITNESS WHEREOF, the Parties have signed and duly executed this Agreement on the dates identified below.

**Client's Signature:** \_\_\_\_\_

Date: \_\_\_\_\_ [MM/DD/YYYY]

Print Name \_\_\_\_\_ [First Name, Last Name]

**Service Provider's Signature:** \_\_\_\_\_

Date: \_\_\_\_\_ [MM/DD/YYYY]

Print Name Ricky Johnson