

Z.C.K.B PROJECT AGREEMENT

This Project Agreement dated ____ day of _____, 20____.

Between:

And

Joseph A. Zuniga
(Subcontractor)
Of Z.C.K.B

Background:

- A. The Contractor is of the opinion that the Subcontractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Subcontractor is agreeable to providing such services to the Contractor on the terms and conditions set out in this Agreement.

In Consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Subcontractor and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided:

1. The Subcontractor hereby agrees to engage the Contractor to provide the Client with Services consisting of:
 - A
 - B
 - C
 - D
 - E
 - F
 - G
 - H
 - I
 - J
 - k
2. The Services will also include any other tasks which the Parties may agree on. The Subcontractor hereby agrees to provide such Services to the Contractor

Add ons (optional):

- A
- B
- C
- D
- E
- F
- G

Terms of Agreement

3. The term of this Agreement ("The Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended by mutual written agreement of the Parties.
4. In the event that either Parties wishes to terminate this Agreement prior to completion of the Services , that the Party will be required to provide at least 24 hour notice to the other Party.

Performance

5. The Parties agree to do everything to ensure that the terms of this Agreement take effect.

Currency

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in US dollars.

Compensation

7. For the services rendered by the Subcontractor as required by this Agreement, The Contractor will provide compensation ("The Compensation") to the Subcontractor for the flat fee of \$_____.00
8. The Compensation will be payable, while this Agreement is in force, according to the following payment terms:
 - Full Payment before services
9. The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Contractor in addition to the compensation.

Reimbursement of Expenses

10. The Subcontractor will be reimbursed from time to time for all reasonable and necessary expenses incurred by the Subcontractor in connection with providing the Services hereunder.

11. The Subcontractor will furnish vouchers to the Contractor for all such expenses.

Confidentiality

12. Confidential information refers to any data or information relating to the Subcontractors, whether business or personal, which would reasonably be considered to be private or proprietary to the Subcontractor and that is not generally known and where release of that Confidential Information could reasonably be expected to cause harm to the Subcontractors.

13. The Contractor agrees that it will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except authorized by the Subcontractor. This obligation will survive the expiration or termination of this Agreement and will continue *INDEFINITELY*.

14. All Written and Oral Information and materials disclosed or provided by the Subcontractor to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before, during or after the date of this Agreement or how it was provided to the Contractor.

Non-Solicitation

15. The Contractor understands and agrees that any attempt on the part of the Contractor to induce other employees or contractors to leave the Subcontractors employ, or any effort by the Contractor to interfere with Subcontractor's relationship with its employees or other service providers would be harmful and damaging to the Subcontractor.

16. Until this agreement expires or is terminated, The Contractor will not in any way directly or indirectly:

- a. induce or attempt to induce any employee or other service provider of the Subcontractor to quit employment or retainer with the Subcontractor.
- b. Otherwise interfere with or disrupt the Subcontractor's relationship with its employees or other service providers.
- c. Discuss employment opportunities or provide information about competitive employment to any of the Subcontractor's Employees or service providers.
- d. Solicit, entice, or hire away any employee or other service provider of the Subcontractor.

Return of Property

17. Upon the expiry or termination of this Agreement , the Contractor will return to the Subcontractor any property, documentation, records, or Confidential Information which is property of the Subcontractor.

Capacity/Independent Contractor

18. In providing the services under this Agreement it is expressly agreed that the Subcontractor is acting as an independent contractor and not as an employee. The Contractor and Subcontractor acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract of service.

Notice

19. All Notices, requests, demands or other communication required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as Follows:

a. _____

B. Joseph A. Zuniga
(408)710-3065

<https://zunigascustomkitchenandbaths.godaddysites.com>

Or to such other address as any party may from time to time notify the other

Indemnification

20. Except to the extent paid in settlement from any applicable insurance policies, and to the permitted by the applicable law, each Party Agrees to indemnify and hold harmless the Party and its respective affiliates, officers, agents, employees and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this agreement

Legal Expenses

21. In the event that legal action is brought to enforce or interpret any term in this Agreement, the prevailing Party will be entitled to recover, in addition to any other Damages or award, all reasonable legal costs and fees associated with the action.

Modification of Agreement

22. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of Essence

23. Time of essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

24. The Contractor will not voluntarily , or by operation of law, assign or otherwise transfer its obligations under this Agreement without prior written consent of the Subcontractor.

Entire Agreement

25. It is agreed that there is no representation , warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Enurment

26. This Agreement will ensure to the benefit, of and be binding on the Parties and their respective heirs, executors, administrators , successors and permitted assigns.

Titles/ Headings

27. Headings are inserted for convenience of the Parties only and are not to be considered when interpreting this Agreement.]

Gender

28. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

29. Its is intention of the Parties to this Agreement that is Agreement and the performance under this Agreement , and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of California, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severablity

30. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

31. The waiver by either Party of breach, default, delay, or omission of any provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly Affixed their Signatures Under hand and seal on _____ of _____, 20____

WITNESS

WITNESS

CONTRACTOR

Joseph A. Zuniga