

CONTRACT FOR SERVICES

This Contract (this "Contract") is made effective as of _____ day of _____, _____ by and between _____, of _____, _____, _____, _____, and _____, of _____, _____, _____, _____.

1. DESCRIPTION OF SERVICES. Beginning on _____, _____ will provide to _____ the following services (collectively, the "Services"):

2. PAYMENT. Payment shall be made to _____, _____, _____, _____, in the amount of \$ ____ upon completion of the services described in this Contract.

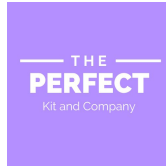
Payment discount terms are a __% discount if total bill is paid within __ days.

If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at __% per year, or the maximum percentage allowed under applicable laws, whichever is less.

_____ shall pay all costs of collection, including without limitation, reasonable attorney fees.

In addition to any other right or remedy provided by law, if _____ fails to pay for the Services when due, _____ has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

3. WARRANTIES. _____ shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing



the services which meet generally acceptable standards in _____'s community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to _____ on similar projects.

4. TERM. This Contract will terminate automatically on _____.

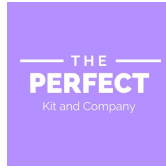
5. OWNERSHIP OF SOCIAL MEDIA CONTACTS. Any social media contacts, including “followers” or “friends” that are acquired through accounts (including, but not limited to email addresses, blogs, Twitter, Facebook, Youtube, or other social media networks) used or created on behalf of _____ are the property of _____.

6. WORK PRODUCT OWNERSHIP. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the “Work Product”) developed in whole or in part by _____ in connection with the Services will be the exclusive property of _____. Upon request, _____ will execute all documents necessary to confirm or perfect the exclusive ownership of _____ to the Work Product.

7. INDEMNIFICATION. _____ agrees to indemnify and hold _____ harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against _____ that result from the acts or omissions of _____ and/or _____'s employees, agents, or representatives.

8. DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due
- b. The insolvency or bankruptcy of either party
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the



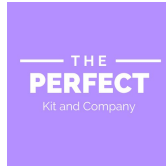
benefit of creditors, application or sale for or by any creditor or government agency.

- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

9. REMEDIES ON DEFAULT. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have __ days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

10. FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall including, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

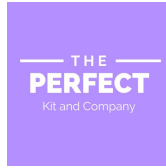
11. ARBITRATION. Any controversies or disputes arising out of or relating to this Contract shall be



resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Contract. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Contract or to award punitive damages. The arbitrator(s) shall not have the authority to modify any provision of this Contract or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory order and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Contract.

12. CONFIDENTIALITY. _____, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of _____, or divulge, disclose, or communicate in any manner, any information that is proprietary to _____, _____ and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

Upon termination of this Contract, _____ will return to _____ all records, notes, documentation and other items that were used, created, or controlled by _____



during the term of this Contract.

13. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

14. ENTIRE CONTRACT. This Contract contains the entire agreement of the parties regarding the subject matter of this Contract, and there are no other promises or conditions in any other agreement whether oral or written. This Contract supersedes any prior written or oral agreements between the parties.

15. AMENDMENT. This Contract may be modified or amended if the amendment is made in writing and signed by both parties.

16. SEVERABILITY. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is insavlid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

17. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right so subsequently enforce and compel strict compliance with every provision of this Contract.

18. APPLICABLE LAW. This Contract shall be governed by the laws of the State of _____.

19. SIGNATORIES. This Agreement shall be signed on behalf of _____ by



_____ and on behalf of _____ by _____ and effective as of
the date first above written.

Service Recipient:

By: _____

Service Provider:

By: _____
