

First Class Curation Service Agreement

This agreement is for services made effective as of _____ until _____ between _____ (Recipient), and First Class Curation, LLC of Houston, Texas (Provider).

1. DESCRIPTION OF SERVICES. Beginning on _____, First Class Curation, LLC will provide to _____ the following services:

- xx
- xx

2. PAYMENT. _____ agrees to pay First Class Curation, LLC as follows:

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

3. TERM. This agreement may be terminated by either party upon 30 days prior written notice to the other party. An email notice by one party will suffice.

4. CONFIDENTIALITY. Provider, 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 Provider, or divulge, disclose, or communicate in any manner, any information that is proprietary to Recipient. Provider 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 agreement. Any oral or written waiver by Recipient of these confidentiality obligations which allows Provider to disclose Recipient's confidential information to a third party will be limited to a single occurrence tied to the specific information disclosed to the specific third party, and the confidentiality clause will continue to be in effect for all other occurrences.

5. WARRANTY. Provider shall provide its services and meet its obligations under this agreement in a timely and professional manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Provider's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Provider on similar projects.

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

- 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 agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives as of the date first above written.

Service Recipient:

Signature: _____ Date: _____

Service Provider:

First Class Curation, LLC

Signature: *Barbara Bambo* Date: _____

