

URBANETECTONICS, LLC



CONTRACT AGREEMENT

The agreement is made between:

Urbanetectonics, LLC (Service Provider) and

_____ (Owner or Manager) of

_____ (Business Name)

Pursuant to our meeting with _____ (BRM# _____)

on **Day of the Week, Month, Day, and Year,** and our follow-up meeting with

the signing agent on **Day of the Week, Month, Day, and Year,**

Urbanetectonics, LLC can provide service and products to your organization.

The parties agree as follows:

Urbanetectonics, LLC agrees to contract with the

_____ (Owner or Manager) of

_____ (Business Name) on the agreed upon **scope of**

work outlined in the service description which summarizes as follows:

- Virtual Manager Card
- 1 Core Assessment and Service
- 3 Core Assessment and Service
- 10 Core Assessment and Service
- Smart Biz Fax Assessment and Service

In consideration for the contracted service and products provided

_____ (Owner or Manager) of

_____ (Business Name) shall:

- pay **Urbanetectonics, LLC** a flat fee of:
 - \$ _____ per month for 1 Virtual Manager Card;
a minimum of 120 days
 - \$ _____ per month for 1 Core Assessment and Service;
a minimum of 120 days
 - \$ _____ per month for (1) - 3 Core Assessment and Service;
a minimum of 120 days
 - \$ _____ per month for (1) - 10 Core Assessment and Service;
a minimum of 120 days
 - \$ _____ per month for (1) Smart Biz Fax Assessment and Service;
a minimum of 120 days

- pay **Urbanetectonics, LLC** a _____% discounted rate of the original rate of
 - \$ _____ per hour and shall continue at the discounted rate of
 - \$ _____ per hour for three consecutive core assessments or a
minimum of 120 days;

- pay **Urbanetectonics, LLC** \$ _____ per hour, per task, and requires a minimum of a four hour block of time per session and a minimum of 120 days;
- pay **Urbanetectonics, LLC** \$ _____ per deposit or retainer required for your selected service or products.

Pay invoicing will be delivered every **14 days** and payment is to be received within **14 days** of invoice. \$ _____ late fee will be added if payment of fee is not received after 14 days of the date of invoice.

Please choose a consistent form of payment and inform your signing contract manager of your choice prior to first invoice due date. There are **four options** for remitting payment below:

- Payment can be made **ONLINE** using PAYPAL at our website www.urbanetek2.com and Click MAKE PAYMENT tab. Follow instructions to complete payment;
- Payment can be made on site with your signing contract agent by **ELECTRONIC POS** credit card swipe using SQUARE;
- Payment can be made on site with your signing contract agent by **HAND DELIVERED** certified check; and
- Lastly the less preferred, make your payments by **CERTIFIED MAIL** and **CERTIFIED CHECK** to our mailing address:

725 FM 1103 #133 Cibolo, Texas 78108.

Submit CERTIFIED mail and CERTIFIED check number with invoice to contract signing agent. Our support staff are paid when paid, so be mindful of the payment date on the invoice, so that your service will not be interrupted and/or you accrue unnecessary late fees.

This agreement shall commence on **Day of the Week, Month, Day, and Year,** and will continue until terminated as provided herein.

This agreement shall terminate on the **earlier** occurrence of any of the following:

- Unresolved failure of payment of the monthly fee in a proper and timely manner.
- Unresolved failure of compliance with the terms, guidelines, and intent of this contract.
- Unresolved damage or peril caused by any intentional or negligent act(s).
- Inability of the said party to furnish appropriate legal, insurance, and/or license requirements associated with this contract's scope of work.
- Thirty days notice given by either party to the other party prior to the completion of the required 120 day service minimum.
- The contract agreement is completed and a renewal contract has not been signed within 30 days after the completion of the required 120 day service minimum.

Work Results. The owner and manager retains a general power of inspection of results for the purpose of determining that the contracted work is completed according to the terms and conditions agreed between the parties.

All work results will be done according to and by agreement of the owner and manager, unless otherwise specified.

The services described herein should be performed on the established set work schedule and in all manners to avoid inconvenience to Owner, Manager, and/or clients.

Meetings. It is hereby specifically agreeable to give **Urbanetectonics, LLC**, its employees, agents, or representatives' immediate notice of the scheduling of any project meetings relating to the terms of the agreement, in any way whatsoever.

Urbanetectonics, LLC, its employees, agents, or representatives shall be given every opportunity to attend any meetings that are pertinent to successful execution of this agreement.

Owner or manager acknowledges that the invitation is at the discretion of the said company and these meetings are at cost work under this agreement.

Personnel. **Urbanetectorics, LLC** may employ and direct such personnel as they require to perform the contracted work as herein indicated and shall exercise full and complete authority over any hired personnel, shall comply with all Worker's Compensation, employer's liability, and other federal, state, and municipal laws, ordinances, rules, and regulations required of an employer performing services as herein contemplated.

Technology. The owner or manager shall provide for their own software, hardware, equipment, or materials necessary for performance of this Agreement. The owner or manager acknowledges that software, hardware, equipment, or materials from **Urbanetectorics, LLC** are at cost with the consent of the signing contract agent.

Insurance. **Urbanetectorics, LLC**, at its own cost and expense, shall procure and maintain throughout the term of this agreement a workers' compensation insurance, professional liability, general liability, and/or other required policies associated with this contract's scope of work for the protection of the company and its employees engaged in work under this agreement. Though an intricate part of the Urbanetectorics, LLC family, your Business Relationship Manager by their signed contract is not considered an employee of the company but an independent contracted representative of Urbanetectorics, LLC.

Hold Harmless. The said shall provide the same said coverage for the duration of its client's project and hold **Urbanetectorics, LLC**, its employees, agents, or representatives harmless of any errors, omissions, misrepresentations, lawsuits, lawyer fees, and/or any other claims from the said company and its clients in regards to their performance, activities, participation, and or function on the said scope of work covered by this contract.

Confidentiality. **Urbanetectorics, LLC** and its employees, agents, or representatives will maintain and keep confidential project information, protect any information that is proprietary, and treat all said support as strictly confidential. All office documents, contract documents, construction documents, specifications, designs, copyrights, intellectual property, and other instruments of service conducted by through the contract agreement shall remain the property of and/or copyrighted to said company. Copyright interest cannot be transferred without consent of both parties. **Urbanetectorics, LLC** reserves the right to feature the general details of their support to obtain like clients and work of its nature.

Conflicts. Any controversies or disputes arising out of or relating to this agreement that can't be amicably resolved by the said parties shall be resolved by binding arbitration. The parties shall select a mutually acceptable arbitrator or sets of arbitrator(s) knowledgeable about issues relating to the subject matter of this agreement. The arbitration shall take place in a central location. All information related to the issue shall be available to both parties for review and examination within 30 days of the notice of arbitration is served.

Amendments. This agreement may be modified or amended in writing and signature by both parties. This agreement contains the entire agreement with attachment listed below.

- 1 Core Assessment
- 3 Core Assessment
- 10 Core Assessment
- Smart Biz Fax Assessment

Other:

There are no other promises or conditions in any other binding agreement whether oral or written concerning the subject matter of this contract agreement. This agreement supersedes any prior written or oral agreements between the parties.

Communication. Any notice, communication, form of payment required, or permitted under this Agreement shall be delivered in person, by certified mail, return receipt requested, to this address listed below or a change of address furnished to the other party in writing.

By mail to 725 FM 1103 #133 Cibolo, Texas 78108; by phone 1 210 549 9115; or by email at our website www.urbanetek2.com

Executed on this _____ day of _____,
20_____.

Business Name: Urbanetectonics, LLC

Contract Signing Agent Signature

Business Name:

Property Owner or Manager Signature