

Service 658 LLC Service Contract Agreement

THIS AGREEMENT is made and entered into as of the day of , 20_ (the "Effective Date"), by and between Service 658 LLC, a Missouri limited liability company, hereinafter "Contractor" and , herein after ("Client") and collectively the ("Parties.").

WITNESETH:

WHEREAS, Client has engaged Contractor to provide commercial automotive repair services as requested, and Contractor agrees to provide such automotive repair services subject to the following terms and conditions;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the Parties agree as follows:

SERVICES PROVIDED: Contractor shall, during the term of this agreement, supply commercial automotive repair services as requested by Client consistent with the terms of this contract. Client shall hold Contractor harmless for any delays in providing agreed upon services occasioned by the unavailability of required parts or components or other supply chain issues, which are beyond the control of Contractor.

Contractor shall obtain Client's prior approval before performing maintenance and/or repairs to Client's vehicle(s).

Client acknowledges and understands that testing and/or diagnostic services may be necessary in order to determine what, if any, further work or repairs will be necessary in order to ensure a complete repair. Client agrees to compensate Contractor for all reasonable costs of testing and diagnostic services performed by Contractor whether Client hires Contractor to affect the actual work or repair necessary.

Client shall hold Contractor harmless if, against the recommendation of Contractor, Client elects not to engage Contractor to complete a recommend repair or service.

TERM OF AGREEMENT: The term of this Agreement (the "Term") will begin on the Effective Date of this Agreement and will remain in full force and effect until terminated by either party by providing written notice thereof not less than ten days (10) prior to the date of termination.

FEES: To commence the performance of services, Client has provided the Contractor with a deposit in the amount of \$ (\$). Contractor will hold said deposit (TRUST BALANCE) in Contractor's trust account and as services are rendered by Contractor, the invoiced amount shall be deducted from said Trust Balance and applied to the invoice for services rendered. Client shall, within ten (10) days of receipt of each invoice, replenish the Trust Balance to equal the amount of the initial fee deposit. In the event that the Trust Balance is not replenished, Contractor has the option of terminating the agreement upon ten days (10) written notice to Client. At the termination of the agreement, any funds in the trust account will be applied to the final statement, in which event Client will be responsible for any amount due over

and above the remaining deposit balance, or the Client will be entitled to a refund of any amount remaining after the final statement is satisfied in full.

Contractor reserves the right to bill the Client other than on a monthly basis, at the Contractor's discretion, should the repair services so require. The Contractor may also request additional fees from the Client at various times during the duration of the agreement, should the funds in the trust account be insufficient to cover services or anticipated services to be rendered.

INTEREST ON LATE PAYMENTS: Interest payable on any overdue amounts under this agreement will be charged at a rate of nine percent (9%) per annum or at the maximum rate enforceable under Missouri law, whichever is lower.

CONFIDENTIALITY: Confidential information refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that confidential information could reasonably be expected to cause harm to the Client. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is confidential information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

RETURN OF PROPERTY: Upon completion of the services provided by Contractor, and the invoice of work paid, or termination of this agreement, Contractor will return to the Client any property, documentation, records, or confidential information which is the property of the Client. Client acknowledges that any property or vehicle in Contractor's possession shall be subject to Mechanic's or Garageman's lien for any invoice for services performed hereunder that remains unpaid and in default for more than thirty (30) days.

CAPACITY/INDEPENDENT CONTRACTOR: In providing service to Client under this agreement it is expressly agreed that Contractor is acting as an independent contractor and not as an employee of Client. Contractor and the Client acknowledge that this agreement does not create a partnership or joint venture between them and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term of this agreement. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this agreement.

RIGHT OF SUBSTITUTION: Except as otherwise provided in this agreement, Contractor may, engage a third-party sub-contractor to perform some or all of the obligations of the Contractor under this agreement and the Client will not hire or engage any third parties to assist with the provision of the services to be provided by Contractor. In the event that Contractor hires a sub-

contractor, Contractor will pay the sub-contractor for its services and any earned compensation will remain payable by the Client to Contractor for the purposes of the indemnification clause of this agreement. Any sub-contractor retained by Contractor will be considered an agent of the Contractor.

NO EXCLUSIVITY: The Parties acknowledge that this agreement is non-exclusive and that either party will be free, during and after the Term of this agreement, to engage or contract with third parties for the provision of services similar to those provided by Contractor under this agreement.

WARRANTY. Contractor shall provide its services and meet its obligations under this agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Contractor's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Contractor on similar projects. Contractor further warrants that materials to be used are of good quality. Contractor will maintain all manufacturers warranties for the parts replaced or provided during the automotive services.

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.

REMEDIES. 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 agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the agreement by providing written notice to the defaulting party. This notice shall describe in sufficient detail the nature of the default. The party receiving such notice shall have fourteen (14) 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 agreement.

FORCE MAJEURE. If performance of this agreement or any obligation under this agreement 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 include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, 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, lockouts, work stoppages, or supplier failures. 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.

ARBITRATION. Any controversies or disputes arising out of or relating to this agreement 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 agreement. 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 agreement or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders 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.

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

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

AMENDMENT. This agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

JURISDICTION AND VENUE; WAIVER OF JURY TRIAL. This Agreement shall be deemed to have been made in the State of Missouri and shall be subject to, and governed by, the laws of the State of Missouri, and no doctrine of choice of law shall be used to apply any law other than that of the State of Missouri. Each Party hereby irrevocably consents and submits to the exclusive jurisdiction of the Circuit Court of Greene County, Missouri, for all purposes under this agreement, and waives any defense to the assertion of such jurisdiction based on inconvenient forum or lack of personal jurisdiction. The Parties also agree to waive any right to jury trial.

ATTORNEY'S FEES. In the event any litigation is brought to interpret or enforce this agreement, the prevailing party shall be entitled to recover its attorney's fees and court costs incurred in that litigation.

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

ENTIRE AGREEMENT. This agreement constitutes the entire agreement between the Parties to its subject matter and supersedes all prior contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this agreement shall be binding unless executed in writing by all Parties.

SERVICE 658 LLC, Contractor , Client

By:

By:

Title:

Title:

EXAMPLE