

# GENERAL SERVICE AGREEMENT

THIS GENERAL SERVICE AGREEMENT (the "Agreement") is dated \_\_\_\_\_.

## CLIENT

\_\_\_\_\_  
\_\_\_\_\_

(the "Client")

## CONTRACTOR

UnRivald Rides  
19607 Robertson Street, Orlando, FL 32833

(the "Contractor")

## BACKGROUND

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

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**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 Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

## SERVICES PROVIDED

- 1.** The Client hereby agrees to engage the Contractor to provide the Client with the services (the "Services") documented in the attached estimate, build book or other (specify): \_\_\_\_\_.
- 2.** The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

## TERM 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 may be extended with the consent of the Parties.
- 4.** In the event that either Party wishes to terminate this Agreement prior to the completion of the Services, that Party will be required to provide seven days' written notice to the other Party.

## PERFORMANCE

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

**COMPENSATION**

6. The Contractor will charge the Client for the Services at the rate of \$75.00 per hour (the "Compensation").
7. The Contractor will charge the Client retail prices for parts, materials, and supplies.
8. The Contractor will charge the Client any applicable sales tax.
9. The Client will be invoiced periodically as agreed by the Parties.
10. Invoices submitted by the Contractor to the Client are due upon receipt.

**CONFIDENTIALITY**

11. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential or Personal 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.
12. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential or Personal Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

**OWNERSHIP OF INTELLECTUAL PROPERTY**

13. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Contractor. The Client is granted a non-exclusive limited-use license of this Intellectual Property.
14. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Contractor.

**RETURN OF PROPERTY**

15. Upon the expiration or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.
16. In the event that this Agreement is terminated by the Client prior to completion of the Services the Contractor will be entitled to recovery from the site or premises where the Services were carried out, of any materials or equipment which is the property of the Contractor or, where agreed between the Parties, to compensation in lieu of recovery.

**CAPACITY/INDEPENDENT CONTRACTOR**

17. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The 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. 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**

**18.** Except as otherwise provided in this Agreement, the Contractor may, at the Contractor's absolute discretion, engage a third party sub-contractor to perform some or all of the obligations of the Contractor under this Agreement.

**19.** In the event that the Contractor hires a sub-contractor:

- the Contractor will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Contractor.
- for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Contractor.

#### **AUTONOMY**

**20.** Except as otherwise provided in this Agreement, the Contractor will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.

#### **EQUIPMENT**

**21.** Except as otherwise provided in this Agreement, the Contractor will provide at the Contractor's own expense, any and all tools, machinery, equipment, workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement.

#### **NO EXCLUSIVITY**

**22.** The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

#### **NOTICE**

**23.** All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing via email and/or delivered to the Parties at the specified addresses.

#### **INDEMNIFICATION**

**24.** Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, 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 directors, shareholders, 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.

**ADDITIONAL CLAUSES**

- 25.** Client will provide registration and insurance, as required by state law, for each vehicle covered by this Agreement prior to commencement of work.
- 26.** Vehicle pickup and delivery will be billed using IRS standard mileage rate plus \$25 per hour.
- 27.** Payment by credit card will incur an additional credit card convenience fee of 2.9%.

**MODIFICATION OF AGREEMENT**

- 28.** 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.

**ENTIRE AGREEMENT**

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

**ENUREMENT**

- 30.** This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

**GOVERNING LAW**

- 31.** This Agreement will be governed by and construed in accordance with the laws of the State of Florida.

**SEVERABILITY**

- 32.** 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**

- 33.** The waiver by either Party of a breach, default, delay or omission of any of the 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.
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**IN WITNESS WHEREOF** the Parties have duly affixed their signatures under hand and seal.

Client Signature: \_\_\_\_\_.

Phone:

Client Name (Print): \_\_\_\_\_.

Email :

Date : \_\_\_\_\_

UnRivalledRides - John Parsons

Phone: 301-814-5322

Signature: \_\_\_\_\_.

Email: JP@UnRivalledRides.com

Date: \_\_\_\_\_