



SAMPLE CONTRACT

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Lafayette, LA 70506
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A G R E E M E N T F O R P R O F E S S I O N A L S E R V I C E S

This Agreement is made between **ABC COMPANY**. ("Client") with a principal place of business at 123 Main Street, Lafayette, LA 70500 and **LDS TECHNOLOGY L.L.C.** ("Consultant"), with a principal place of business at 121 Leonie Street, Lafayette, LA 70506.

1. Services to be Performed

Consultant agrees to perform the following services on Client's behalf:

- Maintain and repair existing workstations and servers
- Upgrade workstations and servers purchased by Client as approved by Client
- Move, setup and maintain printers purchased by Client as approved by Client
- Research and recommend hardware and software to be purchased by Client
- Install and configure software purchased by Client
- Uninstall and remove software as directed by Client
- Install and maintain Virus Protection software
- Install and maintain the server backup system
- Insure that proper firewalls and routers are in place
- Insure that the server is in a secure environment
- Periodically run software to check for security holes in firewall and network
- Be a technical advisor between Client and Software Vendors
- Install and maintain necessary network cables
- Perform limited training on Client Software applications
- Document and Maintain current and future network and computer environment

2. Payment

In consideration for the services to be performed by Consultant, Client agrees to prepay Consultant \$ 350.00 for 5 hours on-site maintenance labor and \$75.00 per hour for each hour above the 5 hours billable monthly. Hours may not be accumulated from one month to the next, and no refunds will be provided for unused hours in any given month.

Computer and Network Administration

3. Terms of Payment

Upon accepting this Agreement, Consultant shall submit an invoice. Client shall pay Consultant within 30 days from the date of Consultant's invoice.

Consultant shall send Client an invoice monthly for billable hours above the standard maintenance plan and for the next month's maintenance plan. Client shall pay Consultant within 30 days from the date of each invoice.

4. Late Fees

Late payments by Client shall be subject to late penalty fees of 2 % per month from the due date until the amount is paid.

5. Expenses

Client shall reimburse Consultant for the following expenses that are directly attributable to work performed under this Agreement:

- travel expenses other than normal commuting over 20 miles, including airfares, rental vehicles and highway mileage in company or personal vehicles at \$0.55 cents per mile provided such travel is approved in writing by Client
- telephone, fax, online and telegraph charges
- postage and courier services
- printing and reproduction
- computer services, and
- other expenses resulting from the work performed under this Agreement provided such travel is approved in writing by Client.

Consultant shall submit an itemized statement of Consultant's expenses. Client shall pay Consultant within 30 days from the date of each statement.

6. Term of Agreement

This agreement will become effective when signed by both parties:

- The initial term of the Agreement is for six (6) months.
- The renewable term of the Agreement is month to month.

7. Terminating the Agreement

Either party may terminate this Agreement at any time by giving 30 days written notice of termination. Consultant shall be entitled to full payment for services performed prior to the date of termination.

8. Independent Consultant Status

Consultant is an independent consultant, not Client's employee. Consultant's employees or sub consultants are not Client's employees. Consultant and Client agree to the following rights consistent with an independent consultant relationship.

- Consultant has the right to perform services for others during the term of this Agreement.
- Consultant has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
- Consultant has the right to hire assistants as sub consultants, or to use employees to provide the services required by this Agreement.
- Consultant or Consultant's employees or sub consultants shall perform the services required by this Agreement
- Client shall not require Consultant or Consultant's employees or sub consultants to devote full time to performing the services required by this Agreement.
- Neither Consultant nor Consultant's employees or sub consultants are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of Client.

9. Local, State and Federal Taxes

Consultant shall pay all income taxes and FICA (Social Security and Medicare taxes) incurred while performing services under this Agreement. Client will not:

- withhold FICA from Consultant's payments or make FICA payments on Consultant's behalf
- make state or federal unemployment compensation contributions on Consultant's behalf, or
- withhold state or federal income tax from Consultant's payments.

The charges included here do not include taxes. If Consultant is required to pay any federal, state or local sales, use, property or value added taxes based on the services provided under this Agreement, prior permission shall be obtained from Client and if approved, the taxes shall be separately billed to Client. Consultant shall not pay any interest or penalties incurred due to late payment or nonpayment of any taxes by Client.

10. Exclusive Agreement

This is the entire Agreement between Consultant and Client.

11. Modifying the Agreement

Client and Consultant recognize that:

If any intended changes or any other events beyond the parties' control require adjustments to this Agreement, the parties shall make a good faith effort to agree on all necessary particulars. Such agreements shall be put in writing, signed by the parties and added to this Agreement.

12. Resolving Disputes

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Lafayette, LA. Any costs and fees including attorney fees associated with the mediation shall be shared equally by the parties. If the dispute is not resolved within 30 days after it is referred to the mediator, any party may take the matter to court.

13. Limited Liability

This provision allocates the risks under this Agreement between Consultant and Client.

Consultant's pricing reflects the allocation of risk and limitation of liability specified below.

Consultant's total liability to Client under this Agreement for damages, costs and expenses, shall not exceed the compensation received by Consultant under this Agreement. However, consultant shall remain liable for bodily injury or personal property damage resulting from grossly negligent or willful actions of Consultant or Consultant's employees or agents while on Client's premises to the extent such actions or omissions were not caused by Client.

NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE FOR THE OTHER'S LOST PROFITS, OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE PARTY HAS BEEN ADVISED BY THE OTHER PARTY OF THE POSSIBILITY OF SUCH DAMAGES.

14. Notices

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- when delivered personally to the recipient's address as stated on this Agreement or,
- three days after being deposited in the United States mail, with certified postage prepaid to the recipient's address as stated on this Agreement

Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

15. No Partnership

This Agreement does not create a partnership relationship. Neither party has authority to enter into contracts on the other's behalf.

16. Applicable Law

This Agreement will be governed by the laws of the State of Louisiana.

17. Assignment and Delegation

Neither Consultant nor Client may assign its rights or may delegate its duties under this Agreement.

Signatures

Client:

ABC COMPANY

By: _____
JOHN DOE Title: President

Date: _____

Consultant:

LDS TECHNOLOGY L.L.C.

By: _____
GENE SMITH Title: President

Taxpayer ID Number: 33-1044496

Date: _____