

SERVICES CONTRACT

THIS AGREEMENT is made and entered into on this the ____ day of _____, 20____, but agreed to be effective from and after the ____ day of _____, 20____, and until the ____ day of _____, 20____. Between _____ (hereinafter called "Client"), and **RICHARD A. WEBSTER** (hereinafter called "Contractor").

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, Client hires Contractor, and Contractor agrees to work for Client under the terms and conditions hereby agreed upon by the parties:

SECTION 1 - WORK TO BE PERFORMED

- 1.1 Term.** Client agrees to hire Contractor, to perform the services and work as stated in section 1.2 of this agreement.
- 1.2 Duties.** Contractor agrees to perform work for the Client on the terms and conditions set forth in this agreement, as follows:
- Contractor will perform such services and accomplish such tasks including phone and technical support for all hardware and software issues pertaining to Client's POS needs.

SECTION 2 – COMPENSATION AND METHOD OF PAYMENT

- 2.1 Compensation.** In consideration of all services to be rendered by Contractor to the Client, the Client shall pay to the Contractor the sum of \$_____ Per Month. Said compensation shall be paid on the following basis:
- Option 1:** Maintenance Agreement, 8:00 a.m. - 8:00 p.m. CST, Monday thru Friday, \$250.00 per month (Minimum One Year Contract);
 - Option 2:** Maintenance Agreement, 8:00 a.m. - 8:00 p.m. CST, Monday thru Sunday, \$350.00 per month (Minimum One Year Contract);
 - Option 3:** Maintenance Agreement, 24 hours per day, seven days per week, \$500.00 per month (Minimum One Year Contract);
 - Option 4:** Non-Maintenance Agreement, 8:00 a.m. - 8:00 p.m. CST, Monday thru Friday, \$150.00 per hour (2 hour minimum);
 - Option 5:** Non-Maintenance Agreement, 24 hours per day, seven days per week, \$250.00 per hour (2 hour minimum).

ON-SITE SERVICE: Whether Client is on a contractual Maintenance Agreement or Non-Maintenance Agreement, if on-site maintenance service is required, all travel and housing expenses (to include meals) will be incurred by the Client; \$100.00 per hour (2 hour minimum) will begin as soon as the Contractor has arrived at Client's on-site location to begin maintenance service procedure.

PAYMENT METHOD:

Payment for services provided hereunder shall be made as follows:

- Maintenance Agreement Contract Payments are due and payable on the 1st of each month.
- Non-Maintenance Agreement Contract Payments are due and payable on the 1st of each month.
- On-Site Services, whether Client is a Maintenance Agreement or Non-Maintenance Agreement, are due and payable with 10 days of Contractor performing on-site maintenance.
- Contractor accepts payment via PayPal (which accepts major credit cards) at the [ITSolutions](#) site.

2.2 Withholding. Contractor is an Independent Contractor and shall be responsible for his own income taxes and other employment taxes.

SECTION 3 - INDEPENDENT CONTRACTOR STATUS

Contractor acknowledges that he is an independent contractor and is not an agent, partner, joint venturer nor employee of Client. Contractor shall have no authority to bind or otherwise obligate Contractor in any manner nor shall Contractor represent to anyone that it has a right to do so.

SECTION 4 - REPRESENTATIONS OF WARRANTIES OF CONTRACTOR

Contractor represents and warrants to the Client regarding the work to be performed as follows:

- Contractor will perform such services and accomplish such tasks including phone and technical support for all hardware and software issues pertaining to Client's POS needs.

SECTION 5 - MISCELLANEOUS PROVISIONS

5.1 The provisions of this Agreement shall be binding upon and inured to the benefit of the heirs, personal representatives, successors and assigns of the parties.

5.2 In the event of a default under this Agreement, the defaulted party shall reimburse the non-defaulting party or parties for all costs and expenses reasonably incurred by the non-defaulting party or parties in connection with the default, including without limitation, attorney's fees. Additionally, in the event a suit

or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing party or parties shall be reimbursed by the other party for all costs and expenses incurred in connection with the suit or action, including without limitation, reasonable attorney's fees at the trial level and on appeal.

5.3 No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

5.4 This Agreement shall be governed by and shall be construed in accordance with the laws of the State in which Contractor resides.

5.5 This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it 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.

5.6 Termination of this agreement requires 30 Notice by either Party.

WITNESS OUR SIGNATURES, this the _____ day of _____, 20____.

(Client)

By: _____
Title: _____

RICHARD WEBSTER, Contractor