

[SAMPLE]
SERVICE AGREEMENT

THIS AGREEMENT executed on this the ____ day of _____, 20__, but agreed to be effective from and after _____, 20__, by and between [client name] (hereinafter "Client"), and [name of Company] (hereinafter "CRTS").

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, Client hires CRTS, and CRTS 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 CRTS, to perform the services and work as stated in the work proposal attachment to this agreement.

1.2 Duties. CRTS agrees to perform work for the Client on the terms and conditions set forth in this agreement and the attached work proposal.

1.3 Completion Date. The work to be performed shall be complete on or before the date listed in the proposal unless extended by Client, at his/her discretion.

SECTION 2 – COMPENSATION

2.1 Compensation. In consideration of all services to be rendered by CRTS to the Client, the Client shall pay to CRTS the sum as outlined in the attached work agreement and per the terms of the agreement.

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

SECTION 3 – INDEPENDENT CONTRACTOR STATUS

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

SECTION 4 - REPRESENTATIONS OF WARRANTIES OF CRTS

4.1 CRTS represents that he/she is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between CRTS and any third party. During the term of the agreement, CRTS shall devote as much productive time, energy and abilities as is needed and necessary to perform the required duties in a timely and productive manner. CRTS is

expressly free to perform services for other parties while performing services for Client.

SECTION 5 – LIMITATION OF LIABILITY

5.1 Client is advised to obtain and/or maintain his or her own personal property loss insurance. Client agrees that their policy shall be the primary policy for all damages, claims or property loss. Client agrees to have all personal property adequately insured throughout the work process.

5.2 CRTS shall provide proof of business liability insurance per Client request.

5.3 Client hereby grants to CRTS and its employees, agents, independent contractors and suppliers permission to enter upon and use the Property for the purpose of providing Home Relocation/Transition Services, beginning with the effective date of this agreement and continuing until completed.

5.4 Client agrees to protect any and all valuables in or about the Property by removing them to safe storage before commencement of these services. CRTS considers the following to be high value items in the home and will not accept liability for these items:

5.5 Client agrees that CRTS's total liability is limited to a refund of the fee actually paid for the home transition services. The liability of CRTS's principals, employees, agents, contractors and suppliers is also limited to the fee paid by client.

SECTION 6 - MISCELLANEOUS PROVISIONS

6.1 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.

6.2 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.

6.3 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.

6.4 This Agreement shall be governed by and shall be construed in accordance with the laws of the State of _____.

6.5 This Agreement and the attached Work Proposal 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.

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

CLIENT, CLIENT REPRESENTATIVE or CO-SIGN

CRTS