

GENERAL SERVICE AGREEMENT

This GENERAL SERVICE AGREEMENT (“the Agreement”) is dated the ____ day of _____, _____

CLIENT
_____ _____ _____
(the “Client”)

CONTRACTOR
Mary Russell Web Services, LLC a Virginia limited liability company MaryRussell-WebServices.com MaryRussell-WebServices@outlook.com
(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.

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 following services (the “Services”):
 - Website development and maintenance
- 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, as defined and agreed upon by both parties in the Statement of Work (SOW), subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties, as defined, expanded upon and agreed to by both parties in an updated SOW.
- 4. In the event that either Party wishes to terminate this Agreement prior to the completion of Services, that Party will be required to provide 10 days’ written notice to the other Party. In the event Client terminates this Agreement under this provision, then any and all amounts due to the Contractor as of the date the Contractor receives notice of such termination shall then become immediately due and payable to the Contractor.
- 5. If the work involves updating an existing website, the start of the work by the Contractor is contingent upon receiving administrative access to the Client’s website building tool.

PERFORMANCE

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

CURRENCY

- 7. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

COMPENSATION

8. The Contractor will charge the Client for the Services at the rate of \$50.00 per hour (the “Compensation”).
9. The Client will be invoiced either when the Services are complete or monthly, whichever occurs first, in the sole discretion of the Contractor.
10. Invoices submitted by the Contractor to the Client are due within 30 days of receipt.
11. In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Contractor will be entitled to pro rata payment of the Compensation to the date of the termination.

PENALTIES FOR PAYMENT

12. Any late payments will trigger a one-time late fee of 5% on the balance owed. This occurs 30 days after the invoice date. After 60 days from the invoice date, a 2% late fee per month will be assessed against the balance.

OWNERSHIP OF INTELLECTUAL PROPERTY

13. All intellectual property and related material, including any moral right, goodwill, relevant registration or applications or registration, and rights in any patent, copywrite, trademark, trade dress, industrial design and trade name (the “Intellectual Property”) that is developed or produced use this Agreement, is a “work made for hire” and will be the sole property of the Client. The use of the Intellectual Property of the Client will not be restricted in any manner.
14. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

15. 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 contribution 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

16. 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. 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.

NOTICE

17. All notices, requests, demands or other communication required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

a. _____ b. MaryRussell-WebServices@outlook.com

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

INDEMNIFICATION

18. 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 affiliates, officers,

agents, employees, and permitted successors and assign 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 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.

MODIFICATION OF AGREEMENT

19. 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.

TITLES/HEADINGS

20. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

FACSIMILE/ELECTRONIC COPIES SHALL BE CONSIDERED ORIGINALS; "DAYS" DEFINED

21. This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same document. Documents delivered by facsimile machine or email transmission shall be considered as originals. Unless otherwise specified herein, "days" shall mean calendar days. For the purpose of computing time periods, the first day shall be the day following the date this agreement is fully ratified.

ENTIRE AGREEMENT

22. This document contains the entire agreement between the parties concerning the subject matter of this agreement, and supersedes all prior agreements, arrangements, understandings, letters of intent, conversations and negotiations, whether oral or written, with respect to their subject matter. The parties stipulate that there are no representations with respect to the subject matter of this agreement except those representations specifically set forth in this agreement and the documents signed or delivered in connection with this agreement.

SEVERABILITY

23. Each clause, paragraph and provision of this agreement is entirely independent and severable from every other clause, paragraph and provision. If any judicial authority or state or federal regulatory agency or authority determines that any portion of this agreement is invalid or unenforceable or unlawful, such determination will affect only the specific portion determined to be invalid or unenforceable or unlawful and will not affect any other portion of this agreement which will remain and continue in full force and effect. In all other respects, all provisions of this agreement will be interpreted in a manner which favors their validity and enforceability and which gives effect to the substantive intent of the parties.

ASSIGNABILITY

24. Client's rights hereunder may not be assigned in whole or in part without the prior written consent of Contractor, which consent may be withheld in Contractor's sole and absolute discretion. In the event of a permitted assignment, Client shall not be relieved of any of its duties, obligations or liabilities hereunder, instead Client, as assignor, and Client's assignee shall therefore be jointly and severally liable hereunder.

FURTHER ASSURANCES

25. The parties hereto each covenant and agree to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the written request of the other party, and at the requesting party's sole cost and expense, any and all agreements, instruments, papers, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by either party thereto for the purpose of or in connection with consummating the transaction described in this agreement.

VENUE

26. The parties stipulate and agree that the venue for any action brought to enforce the terms of this agreement or for the breach thereof shall be in the courts of Page County, Virginia; and, the parties mutually consent to such venue and waive any objections thereto based upon principles of forum non-conveniences or otherwise.

ATTORNEY’S FEES

27. In any action brought to enforce the terms of this agreement or for the breach thereof, the substantially prevailing party in such action shall, in addition to and exclusive of any other relief, be entitled to recover its fees and costs incurred, including reasonable attorney’s fees, costs, and court filing fees and costs, through all appellate levels.

JOINT AND SEVERAL LIABILITY

28. The covenants and agreements contained herein shall bind and the rights hereunder shall inure to the respective successors and assigns of Client and Contractor. All covenants and agreements of Client shall be joint and several as to each Client herein, if more than one.

RULE OF CONSTRUCTION AGAINST DRAFTER

29. The parties hereto have experience with the subject matter of this agreement and have each fully participated in the negotiation and drafting of this agreement. Accordingly, this agreement shall be construed without regard to the rule that ambiguities in a document are to be construed against the drafter.

WAIVER

30. No claim of waiver, consent or acquiescence with respect to any provision of this agreement shall be made against any party hereto except on the basis of a written instrument executed by or on behalf of such party. However, the party for whose unilateral benefit a condition is herein inserted shall have the right to waive such condition.

ELECTRONIC SIGNATURES

31. In accordance with the Uniform Electronic Transactions Act (UETA) and the Electronic Signatures in Global and National Commerce Act, or E-Sign, and other applicable local or state legislation regarding Electronic Signatures and Transactions, the parties do hereby expressly authorize and agree to the use of electronic signatures as an additional method of signing and/or initialing this agreement. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.

GOVERNING LAW

32. This agreement shall be enforced under the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF the Parties have duly affixed their signatures on this ____ day of _____, _____

Client signature _____

Printed name _____

Mary Russell Web Services, LLC
A Virginia limited liability company