

## General Contract for Services

This Contract for Services is made effective as of \_\_\_\_\_, by and between \_\_\_\_\_ and Kick the Klutter, LLC (KTK) of Glendale, Arizona.

1. **DESCRIPTION OF SERVICES.** Beginning on \_\_\_\_\_, KTK, LLC will provide to \_\_\_\_\_ the services described in the attached Exhibit (collectively, the "Customer Contract").
2. **PAYMENT.** Payment shall be made to Kick the Klutter, LLC, 4427 W Calle Lejos, Glendale, AZ 85310, in the amount of \_\_\_\_\_ upon completion of the services described in the "Customer Contract."

\_\_\_\_\_ shall pay all costs of collection, including without limitations, reasonable attorney fees. In addition to any other right or remedy provided by law, if \_\_\_\_\_ fails to pay for the Services when due, KTK, LLC has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

Payment terms 50% down, balance upon completion of the work. A 10% discount will be given for 100% cash customers. KTK take all credit cards. KTK will accept a personal or business check for the initial 50% deposit; however, the balance/final payment must be either in cash or by credit card. The project completion date will be a part of the "Customer Contract" once it is agreed upon by both parties.

3. **TERM.** This Contract will terminate automatically upon completion by KTK, LLC of the Services required by the Contract.
4. **CONFIDENTIALITY.** KTK, LLC will not at any time or in any manner, either directly or indirectly, use for the personal benefit of KTK, LLC or divulge, disclose, or communicate in any manner, any information that is proprietary to \_\_\_\_\_. KTK, LLC will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract. Any oral or written waiver by \_\_\_\_\_ of these confidentiality obligations which allows KTK, LLC to disclose \_\_\_\_\_ confidential information to a third party will be limited to a single occurrence tied to the specific information disclosed to the specific third party, and the confidentiality clause will continue to be in effect for all other occurrences.
5. **WARRANTY.** KTK, LLC shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in KTK's, LLC community and region, and will provide a standard of

care equal to, or superior to, care used by service providers similar to KTK, LLC on similar projects.

6. **DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract.
  - a) The failure to make a required payment when due.
  - b) The insolvency of bankruptcy of either party.
  - c) The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
  - d) The failure to make available or deliver the Services in the time and manner provided for in the "Customer Contract."
  
7. **REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have ten days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.
  
8. **FORCE MAJEURE.** If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations give the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosions, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstance to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party or its employees, officers, agents or affiliates.
  
9. **ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

10. **SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed and enforced as so limited.
11. **AMENDMENT.** This Contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.
12. **GOVERNING LAW.** This Contract shall be construed in accordance with the law of the State of Arizona.
13. **NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
14. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.
15. **ATTORNEY'S FEES TO PREVAILING PARTY.** In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.
16. **CONSTRUCTION AND INTERPRETATION.** The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative as of the date first above written. \_\_\_\_\_, and Cynthia Mancinelli for Kick the Klutter, LLC, effective as of the date first above written.

Service Recipient:

By: \_\_\_\_\_

Service Provider:

Kick the Klutter, LLC

By: \_\_\_\_\_

Cynthia Mancinelli

Kick the Klutter, LLC

Manager and Member