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Service Agreement (Freelance Design & Estimating)

THIS SERVICE AGREEMENT

BETWEEN: -

(The “Customer”)

- AND -

- *WML Electrical Services, LLC of 7728 S. McVicker Ave., Burbank, IL 60459*
- *(The “Service Provider”)*

BACKGROUND:

- a. The Customer carries on a business primarily consisting of Electrical Contracting.
- b. The Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services to the Customer.
- c. The Service Provider is agreeable to providing such services to the Customer, on the terms and conditions as 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 parties to this Agreement agree as follows:

Engagement

The Customer hereby agrees to engage the Service Provider to provide the Customer with services consisting of Freelance Electrical Design & Estimating Services and such other services as the Customer and the Service Provider may agree upon from time to time (the “Services”), and the Service Provider hereby agrees to provide the Services to the Customer.

Term of Agreement

The term of this agreement will begin on the date of this Agreement and will remain in full force and effect until completion of the Services.

Performance

Both parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Compensation

For the Services provided by the Service Provider under this Agreement, the Customer will pay to the Service Provider compensation at a rate of **\$45.00** per hour (Estimates) and **\$50.00** per hour (Designs).

Compensation will be payable upon completion of the Services, or within one to two weeks.

Expenses

The Service Provider will be reimbursed for the following expenses incurred by the Service Provider in connection with providing the services hereunder:

1. Reproduction costs for any additional documents that maybe required.
2. TIME (labor) to attend prebid meetings/walk throughs.

The Service provider will furnish statements and vouchers to the Customer for all such expenses.

Return of Property

Upon the expiry or termination of this Agreement, the Service Provider will return to the Customer any property, documentation, records, or confidential information which is the property of the Customer

Notice

All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and either served personally, by email, by facsimile or by registered mail. The addresses for any notice to be delivered to any parties to this Agreement are as follows:

- a.
- b. WML Electrical Services, LLC, 7728 S. McVicker Ave., Burbank, IL, 60459, 708-599-4758, walter@wmlelectricalservices.com, or to such address as to which any party may from time to time notify the other.

Confidentiality

The service Provider acknowledges that a material term of the Agreement with the Customer is to keep all confidential information belonging to the Customer absolutely confidential and protect its release to the public. The Service Provider agrees not to divulge, reveal, report or use, for any purpose, any confidential information which the Service Provider has obtained or which was disclosed to the Service Provider by the Customer.

Confidentiality (cont'd.)

The Service Provider may disclose any of the confidential information:

- a. to a third party where the Customer has consented in writing to such disclosure: and
- b. to the extent required by law or by the request or requirement of any judicial, legislative, administrative or other governmental body However, the Service Provider will first have given prompt notice to the Customer of any possible or prospective order (or proceeding pursuant to which any order may result), and the Customer will have been afforded a reasonable opportunity to prevent or limit any disclosure.

Assignment

This Agreement is a personal one, being entered into reliance upon and in consideration of the personal skill and qualifications of the Service Provider. The Service Provider will not voluntarily or by operation of law assign or otherwise transfer the obligations incurred pursuant to the terms of this Agreement without the prior written consent of the Customer.

Capacity/Independent Contractor

It is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee in providing the Services hereunder. The Service Provider and the Customer acknowledge that this agreement does not create a partnership or joint venture between them. (Federal Tax ID / EIN # 20-4109780)

Entire Agreement

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressed in it.

Additional Clauses

The Service Provider does NOT guarantee the (Design/Estimate) beyond the figures provided upon completion of the Agreement. Any cost overruns due to the Customers labor force/project conditions, and/or material increases or errors in original quotations (NOT known by Service Provider) that formed the original Agreement are NOT the Service Providers Responsibility.

Currency

Unless otherwise provided for, all monetary amounts referred to herein will be paid in US dollars.

Governing Law

It is the intention of the parties to this agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Illinois, without regard to the jurisdiction in which any action or special proceeding may be instituted.

IN WITNESS WHEREOF the parties have duly executed this Service Agreement this day of .

(Customer): _____

(Print):

(Service Provider): _____

(Print): Walter M. Lis