



P.O. Box 478
PORT TOWNSEND
WASHINGTON, 98368

360.385.0931 OFFICE
360.301.3779 MOBILE
EMAIL@PALMATEC.COM

WWW.PALMATEC.COM
MEMBER OF THE
ALLIED CREATIVE GROUP



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SERVICE AGREEMENT

PALMATEC, LLC referred to as INDEPENDENT CONTRACTOR, and _____
referred to as CONTRACTING PARTY, agree to the following:

INDEPENDENT CONTRACTOR shall perform services for CONTRACTING PARTY at the current rate of remuneration. A current listing of PALMATEC Service Rates are available for review on the World Wide Web at <http://rates.palmatec.com>

INDEPENDENT CONTRACTOR agrees to grant CONTRACTING PARTY payment terms of Net 15 days. If balance is not paid in full fifteen days after the invoice date, the CONTRACTING PARTY agrees to pay and additional service charge of one and one-half percent (1.5%) per month on the unpaid balance. If these fees remain unpaid when a second notice or reminder is issued, services may be cancelled. CONTRACTING PARTY agrees to pay all late fees, and additional service charges, including collection costs and attorney fees.

Either Party may terminate this contract on 14 days notice to the other party for any reason.

THIS IS AN AGREEMENT FOR INDEPENDENT CONTRACTING SERVICES. THE CONTRACTING PARTY PROVIDES NO BENEFITS SUCH AS HEALTH INSURANCE, UNEMPLOYMENT INSURANCE, OR WORKER'S COMPENSATION INSURANCE TO INDEPENDENT CONTRACTOR. INDEPENDENT CONTRACTOR IS RESPONSIBLE FOR PAYMENT OF ALL FEDERAL, STATE AND LOCAL INCOME TAXES. INDEPENDENT CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL TOOLS AND MATERIALS REQUIRED FOR PERFORMANCE OF THE TASKS AGREED TO. A complete listing of PALMATEC Terms and Conditions of service are available for review on the World Wide Web at <http://terms.palmatec.com>

You agree that PALMATEC shall, under no circumstances, be liable for any special, indirect, incidental, punitive, exemplary, or consequential damages resulting from loss of profits, arising out of or in connection with this Agreement, even if PALMATEC has been advised of the possibility of such damages, and in particular PALMATEC will not be liable for the following:

- (a) suspension or loss of your domain registration;
- (b) suspension or loss of files we may have saved on any server;
- (c) suspension or loss of web site hosting service;
- (d) use of your web site;
- (e) interruption of your business;
- (f) non-delivery, mis-delivery, corruption, destruction, or modification of data;
- (g) events beyond the reasonable control of PALMATEC;
- (h) any loss of business, wages, or other income as a result of requested services.

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS PALMATEC, INCLUDING ITS EMPLOYEES, DIRECTORS, OFFICERS, REPRESENTATIVES, AGENTS AND AFFILIATES, FROM ANY LOSS, DAMAGES OR COSTS, INCLUDING REASONABLE LEGAL FEES AND EXPENSES, RESULTING FROM ANY CLAIM, ACTION, SUIT, DEMAND, OR OTHER PROCEEDING RELATED TO OR ARISING OUT OF THE USE SERVICES.

Contracting Party: _____

Independent Contractor: PALMATEC, LLC

Authorized Officer: _____

Authorized Officer: Frank DePalma

Signature: _____

Signature: _____

Date: _____

Date: _____