



Hastings Parking Lot Painting LLC
(402) 834-1442
contact@hastingslot.com
<https://hastingslot.com>

GENERAL SERVICE AGREEMENT

This Agreement takes effect on March 1st, 2024, and will remain in effect until we replace it.

CONTRACTOR

Hastings Parking Lot Painting LLC
(the "Contractor")

CLIENT

Any party that engages the Contractor's services
(the "Client")

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 agrees to provide Services to the Client under the Terms of this Agreement.

ACCEPTANCE OF TERMS

The Client acknowledges and agrees that the current General Service Agreement is openly available on the Contractor's website at <https://hastingslot.com/terms.pdf>. By engaging the Contractor's services, the Client acknowledges that they have reviewed and understood the terms and conditions set forth in the General Service Agreement, as may be amended from time to time. The Contractor reserves the right to update or modify the General Service Agreement, and the Client's continued use of the Contractor's services shall constitute the Client's acceptance of the updated or modified 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"):
 - Parking Lot Striping/Pavement Marking
 - Installation of Traffic Marking Signage
2. The Services may also include any other tasks agreed upon by both Parties.

TERM OF AGREEMENT

3. The term of this Agreement (the "Term") will begin at the start of service and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement.

PERFORMANCE

4. Both parties agree to take necessary steps to effectively implement this Agreement.

DEPENDENCY ON SURFACE CONDITIONS

5. The Client acknowledges that the longevity of the painting completed is contingent upon the cleanliness and condition of the surface it is applied to, as well as the usage patterns, including but not limited to traffic volume and frequency. The Contractor cannot guarantee the durability or longevity of the painted areas, considering factors such as traffic, weather, and other usage-related variables.

6. The Contractor does not provide surface cleaning services. It is the responsibility of the Client to ensure that the surface to be painted is clean and free from debris or contaminants prior to the commencement of the painting process.

LIMITATION OF LIABILITY

7. The Contractor's total liability to the Client under this Agreement, whether in contract, tort, or otherwise, shall be limited to the total amount paid by the Client to the Contractor. The Contractor shall not be liable for any indirect, special, incidental, consequential, or punitive damages, including but not limited to lost profits or revenue. The Contractor shall not be liable for delays or failures caused by any circumstances, nor for any damages, losses, or claims arising from the peeling or deterioration of the painted surfaces after completion of the Services, as the durability and longevity of the Services are influenced by factors beyond the Contractor's control, as outlined in Sections 5 and 6 (Dependency on Surface Conditions).

WARRANTY DISCLAIMER

8. The Contractor makes no warranties, express or implied, regarding the Services provided. The Client acknowledges that the Services are provided "as is" and "as available," and the Contractor disclaims all liability for any defects or deficiencies in the Services.

COMPENSATION

9. The Contractor will invoice the Client when the Services are complete.

10. Invoices are due within 30 days of the completion of Services, unless otherwise agreed upon.

11. Client reimbursements for incurred expenses may be required.

CREDIT/DEBIT CARD PAYMENTS

12. Upon request, the option to pay with a credit or debit card can be enabled and accessed through the client portal.

13. A processing fee of 3.6% will be applied to the total invoice amount for all payments made by credit or debit card.

LATE PAYMENTS & INTEREST

14. Invoices not paid within 10 days of the due date are considered delinquent.

15. A 5.0% interest per month will be charged on delinquent invoices.

DISHONORED CHECKS

16. Returned checks result in immediate service suspension and a \$40 fee.

17. Repayment must be made via money order, certified bank check, cashier's check, or cash.

TRADE SECRETS

18. Trade secrets include confidential information related to the Contractor's business operations. The Client agrees not to disclose or utilize any Trade Secrets obtained during the course of this Agreement, except as authorized by the Contractor or as required by law.

OWNERSHIP OF INTELLECTUAL PROPERTY

19. All intellectual property and related material (the "Intellectual Property") that is developed or produced during the completion of services remains the exclusive property of the Contractor. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Contractor.

CAPACITY/INDEPENDENT CONTRACTOR

20. 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 contributions 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

21. 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 and the Client will not hire or engage any third parties to assist with the provision of the Services.

22. 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.

AUTONOMY

23. The Contractor will have full control over working time, methods, and decision making in relation to provision of the Services. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.

EQUIPMENT

24. The Contractor is responsible for providing all necessary tools, equipment, and materials required to deliver the Services, unless otherwise specified.

CLIENT RESPONSIBILITIES

25. The Client agrees to provide access to the premises where the Services are to be performed at the agreed-upon times and to ensure the safety and security of the Contractor and its personnel while on-site.

NO EXCLUSIVITY

26. This Agreement is non-exclusive, allowing either Party to engage third parties for similar services during and after the Term.

NOTICE

27. All communication shall be directed in writing to the Contractor using the contact information below:

Hastings Parking Lot Painting LLC
(402) 834-1442
contact@hastingslot.com

DISPUTE RESOLUTION

28. Any disputes arising out of or in connection with this Agreement shall be resolved through good faith negotiation between the Parties.

FORCE MAJEURE

29. The Contractor shall not be liable for any delay or failure to perform its obligations under this Agreement due to circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, strikes, labor disputes, or governmental actions.

INDEMNIFICATION

30. Each Party agrees to indemnify and hold harmless the other Party against any claims, losses, damages, liabilities, expenses, and legal fees arising from actions or omissions related to this Agreement.

MODIFICATION OF AGREEMENT

31. Any amendments or modifications to this Agreement must be made in writing and agreed upon by both Parties.

GOVERNING LAW

32. This Agreement shall be governed by the laws of the State of Nebraska.

SEVERABILITY

33. If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent possible.

WAIVER

34. The waiver of any provision of this Agreement shall not constitute a waiver of any subsequent breach or default.

TERMINATION

35. Either Party may terminate this Agreement with written notice if the other Party breaches any material provision of this Agreement and fails to remedy the breach within a reasonable period of time.