



# **URTRUCK LLC CONSULTING**

## **CONSULTING CONTRACT**

**CLIENT NAME**

[client Name]

**UrTruck LLC Consultant**

**Carl (Tom) Byerley**

## UrTruck LLC Consulting Contract

### KNOW ALL MEN BY THESE PRESENTS:

This UrTruck LLC Consulting Contract (this "Contract"), is entered into by and between:UrTruck LLC Consulting, with an office located at:

722 Rocky Gorge Rd., Newport, WA 99156

First Name: Carl  
Last Name: Byerley  
Street Address: 8 Stonehenge Dr # C-4  
City: Goldendale  
State / Province: Washington  
Postal / Zip Code: 77288 Country: United States,

(hereinafter referred to "Client");

- and -

UrTruck LLC Consulting, with an office located at:

722 Rocky Gorge Rd., Newport, WA 99156

First Name: Carl  
Last Name: Byerley  
Street Address: 8 Stonehenge Dr # C-4  
City: Goldendale  
State / Province: Washington  
Postal / Zip Code: 77288 Country: United States,

(hereinafter referred to as "UrTruck LLC Consulting").

**WITNESSETH:** That -

**WHEREAS,** Client has a need for {UrTruck LLC Consulting};

**WHEREAS,** UrTruck LLC Consulting has the skills and expressing interest in performing such services for Client;

**WHEREAS**, the parties wish to set forth the terms and conditions upon which such services will be provided to Client;

**NOW THEREFORE**, for and in consideration of the foregoing premises herein contained, the parties hereby agree as follows:

**Description of the Services**

**Project Schedule**

The Project will have a lifetime of 30 days, subject to renewal by the client.

**Milestones:**

**Description**

**Hours**

**Date**

		Oct.19,2020
Total Estimated project hours		

**Price/Rates**

The UrTruck LLC Consulting will charge the Client for at the rate of \$75.00 per hour, with a 4 hour minimum, The client may renew on a Option basis. The client will be required to pay a \$500.00 retainer fee prior to any consulting services being provided.

Client will be invoiced bi-weekly for services provided. Client agrees to pay all invoices within 5 days of receipt. UrTruck LLC Consulting reserves all collection rights.

# URTRUCK LLC CONSULTING CONTRACT TERMS AND CONDITIONS

## 1. INTELLECTUAL PROPERTY RIGHTS

### **Pre-Existing Intellectual Property.**

Unless for the Client's benefit, the UrTruck LLC Consulting will not use any third party, or any pre-existing intellectual property in connection with this Contract. Should the UrTruck LLC Consulting use such pre-existing intellectual property, the UrTruck LLC Consulting will be obliged to obtain from the third-party owner the right to use such intellectual property and in no way shall be the Client be burdened of any inconvenience caused by the UrTruck LLC Consulting in the engagement to this Contract.

All works and intellectual property as to the product result of the service provided by the UrTruck LLC Consulting to the Client shall be owned by the Client unless other pre-arranged conditions are agreed to, including 3rd party Pre-Existing Intellectual Property if there is any, as it being incorporated to the deliverability's by the UrTruck LLC Consulting to the Client, with the license including the right to sell, use, reproduce, modify, adapt, display, distribute, disclose, and to sublicense, among others.

UrTruck LLC Consulting may not have any right or interest in any of Client's Intellectual property, except for the limited use which is for the benefit of the Client.

## 2. CONFIDENTIALITY

### **Confidential Information.**

For the purpose of this Agreement, Confidential Information shall mean propriety information or any information in consonance to the proprietary rights of a Party. This may also mean information distinctively declared as confidential by the Disclosing Party. This information may be acquired by the Receiving Party through knowledge or grant of access by the Disclosing Party. The information herein includes but not limited to, those conceived or discovered or developed in whole or in part by UrTruck LLC Consulting hereunder.

### **Client Confidential Information.**

The concepts, deliverables, discoveries, ideas, tools in various states of development provided by the Client, and likewise designs, drafts, specifications, techniques, methods, processes, procedures, contacts, associations, references, other information related to customers, product prices, offers, policies and financial information, this

Contract and the existence of this Contract, and any work assignments authorized or issued under this Contract.

UrTruck LLC Consulting will not use Client's name, likeness, logo or any form of identity that may represent the Client without Client's prior written consent, to include use or reference to Client's Identity in any way and in conjunction with the customers of the Client, its potential clients, list of clients and customers, the news releases or releases to any professional or trade publications.

All confidential information shall not be disclosed by the UrTruck LLC Consulting to third parties and shall continue to be in force even at the termination of this Contract.

### **Non-Disclosure.**

Except as permitted in writing and signed by the Client, the Parties hereby agree that during the term of this Agreement and thereafter, the UrTruck LLC Consulting may not use for commercialization, disclose to any person the Confidential Information by the Client.

UrTruck LLC Consulting hereby represents that the execution of this Contract, does not in any way produce conflict or breach to any contractual or fiduciary obligation to which UrTruck LLC Consulting is bound.

Client understands that UrTruck LLC Consulting is in the business of assisting Trucking Companies and Freight Brokers in setup and operation of their business, and unless specified in writing, formats, services, templates, and business models may be duplicated.

### **3. Right to Terminate by Client.**

#### **TERMINATION**

Client may terminate this Contract and/or an individual, or any open project without liability at any time, upon prior written notice to UrTruck LLC Consulting.

Upon termination, UrTruck LLC Consulting will provide Client a report of the status of any project, in progress or completed, by the UrTruck LLC Consulting. Client shall not withhold any payment to UrTruck LLC Consulting the equitable amount for the partially completed work in progress and the agreed to price for the completed Services and/or Deliverables provided and accepted before the end of the Agreement. UrTruck LLC Consulting shall return all Confidential Information, including all notes, records or any file to the Client which in any way may incorporate Confidential Information provided by Client to UrTruck LLC Consulting.

Upon termination client agrees to pay all invoices due within 5 days of receipt of final invoice. UrTruck LLC Consulting will refund any unused retainer funds within 10 days of completions or termination of this agreement providing all terms are met and client and satisfied all obligations to UrTruck LLC Consulting

#### **4. WARRANTIES**

UrTruck LLC Consulting warrants that all Services and Deliverables by the UrTruck LLC Consulting is free from any defect and is conforming to the specifications required by the Client. Likewise, the UrTruck LLC Consulting warrants that the work made by the latter is original and does not infringe any trademark, service mark, trade name, secrets, proprietary or copyright of any third party.

#### **5. LIMITATION OF LIABILITY**

No party shall be liable for any damages, loss of data, profits or revenue, cost of capital or downtime costs in any way connected with, the subject matter of the agreement.

#### **6. INSURANCE**

UrTruck LLC Consulting shall be responsible in the UrTruck LLC Consulting's insurance coverage for the business as required by any applicable law or regulation, including, but not limited to, Workers' Compensation insurance as required by any applicable law or regulation.

#### **7. INSPECTION AND ACCEPTANCE**

Client shall inspect any of the services performed or deliverables performed by the UrTruck LLC Consulting before acceptance. Should the services performed found to be unsatisfactory, Client may require UrTruck LLC Consulting to redo, replace, or repair the work done in order to bring such to full compliance with the requirements, at cost of UrTruck LLC Consulting.

Should any defect be not corrected by re-performance, or fails to promptly conform to the services and/or deliverables as defined by the requirements or specifications, Client may reduce price payable to the UrTruck LLC Consulting for services performed and/or Deliverables delivered by UrTruck LLC Consulting and accepted by Client and/or contract, perform or subcontract services to another UrTruck LLC Consulting, or terminate the project and/or this Contract for default.

## 8. MISCELLANEOUS

### **Counterparts.**

This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Contract.

### **Agreement Modification.**

No modification or alteration of this Contract shall be considered as having been made unless executed in writing and duly signed by the parties hereto.

### **Assignment.**

Neither party shall assign or transfer its right and obligations under this contract without the prior written consent of the other.

### **Separability Clause.**

Should any of the provision of this Contract be held invalid by any competent court, the same shall apply only to the said provision involved and the remaining provisions hereof shall remain valid and enforceable.

### **No Employer-Employee Relationship.**

The Parties to this Agreement, in entering to this Contract, does not in any way, create an employer- employee relationship. The Client and UrTruck LLC Consulting agree that upon execution of this Agreement the UrTruck LLC Consulting, during this Contract shall remain an independent contractor and not bound by the Client's employment rules and regulations.

### **Judicial Action.**

Any action arising from or brought under this Contract shall be filed with the proper courts of Texarkana, Texas, to the exclusion of all other venues that are hereby expressly and willingly waived by the parties.

### **Force Majeure.**

No Party shall be held liable for any failure in performance under this Contract when failure is caused beyond that Party's reasonable control, including, but not limited to, acts of terrorism, war, earthquake, fire, storm, flood, accident, and prolonged shortage of energy. In the event of such delay, the scheduled date for delivery shall be adjusted reasonably to the benefit of the UrTruck LLC Consulting. If the delay remains in effect

for a period in excess of thirty days, Client may terminate this Contract upon written notice to UrTruck LLC Consulting.

**Entire Contract.**

This Agreement, including the documents attached herein shall constitute the one and the same agreement between the Parties. This Agreement supplants any other previous oral or written commitments, agreements or understanding. Further, this Contract may not be modified, changed, or otherwise altered in any respect except by a written agreement and consent signed by both Parties.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Client

UrTruck LLC Consulting

\_\_\_\_\_  
Client Signature                      Date

\_\_\_\_\_  
Rep. Signature                      Date

\_\_\_\_\_  
Client Print Name                      Title

\_\_\_\_\_  
Rep. Print Name                      Title