



## **EWANID SERVICE CENTERS**

Eastern **W**Ashington  
& North **I**Daho Service Centers  
PO Box 428  
Spokane Valley, WA 99037  
Tel: (509) 389 4804  
Fax: (509) 892 9127

### ***SERVICE AGREEMENT***

This Agreement is made effective as of 9 October 2009, by and between John Doe, of 9000 Any Street, Anytown, Washington 00000, and Stephen Caldwell DBA EWANID Service Centers, of PO Box 428, Spokane Valley, Washington 99037-0428.

In this Agreement, the party who is contracting to receive services shall be referred to as "John", and the party who will be providing the services shall be referred to as "EWANID".

EWANID has a background in Notary and Document Drafting Services and is willing to provide services to John based on this background.

#### **John desires to have services provided by EWANID:**

Therefore, the parties agree as follows:

- 1. DESCRIPTION OF SERVICES.** Beginning on 9 October 2009, EWANID will provide the following services (collectively, the "Services"): See attached sales order.
- 2. PERFORMANCE OF SERVICES.** The manner in which the Services are to be performed and the specific hours to be worked by EWANID shall be determined by EWANID. John will rely on EWANID to work as many hours as may be reasonably necessary to fulfill EWANID's obligations under this Agreement. The agreed completion date is specified in the attached sales order.
- 3. PAYMENT.** John will pay a fee to EWANID for the Services in the amount specified in the sales order. This fee shall be payable in a lump sum Full Balance or a Deposit in advance with balance upon completion as specified in the sales order. There will be a full refund of fees if John registers a written complaint of dissatisfaction no later than 30 days after the work is completed.
- 4. NEW PROJECT APPROVAL.** EWANID and John recognize that EWANID's Services will include working on one or more projects for John. EWANID shall obtain the approval of John prior to the commencement of a new project not listed in the attached sales order.

**5. TERM/TERMINATION.** This Agreement shall terminate automatically upon completion by EWANID of the Services required by this Agreement unless superseded by an amended Agreement.

**6. RELATIONSHIP OF PARTIES.** It is understood by the parties that EWANID is an independent contractor with respect to John, and not an employee of John. John will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of EWANID.

**7. DISCLOSURE.** EWANID is required to disclose any outside activities or interests that conflict or may conflict with the best interests of John. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly to:

- Conflict of financial interest

**8. CONFIDENTIALITY.** John recognizes that EWANID has and will have the following information:

- current and future personal plans
- business affairs
- personal Data

and other proprietary information (collectively, "Information") which are valuable, special and unique assets of John Doe and need to be protected from improper disclosure. In consideration for the disclosure of the Information, EWANID agrees that EWANID will not at any time or in any manner, either directly or indirectly, use any Information for EWANID's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of John. EWANID will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

John consents to the supply of such "information" to EWANID in order to satisfy the terms of this Agreement.

**9. CONFIDENTIALITY AFTER TERMINATION.** The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

**10. NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for John:

John Doe  
9000 Any Street  
Anytown, Washington 00000

IF for EWANID:

Stephen Caldwell DBA EWANID Service Centers  
PO Box 428  
Spokane Valley, Washington 99037-0428

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

**11. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

**12. AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and is authorized by both parties.

**13. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**14. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement 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 Agreement.

**15. AGREEMENT TO TERMS.** The parties shall be construed to have accepted these terms on payment by John and acceptance of payment by EWANID.

**16. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Washington.

**Party receiving services:**

John Doe

**Party providing services:**

Stephen Caldwell DBA EWANID Service Centers