

GENERAL CONTRACT FOR SERVICES

This Contract for Services is made effective as of May 20, 2017, by and between _____ of _____, _____, _____, _____, and SKR Screen and Electronic Servicing ("SKR Screen Repair") of 2061 Valleyview Drive,, Ann Arbor, Michigan 48105.

1. DESCRIPTION OF SERVICES. Beginning on May 20, 2017, SKR Screen Repair will provide to _____ the services described in the attached Exhibit (collectively, the "Services").

2. PAYMENT. Payment shall be made to SKR Screen and Electronic Servicing, Ann Arbor, Michigan 48105, in the amount of \$0.00 on or before 50% Down payment, 50% after completion.

_____ shall pay all costs of collection, including without limitation, reasonable attorney fees. In addition to any other right or remedy provided by law, if _____ fails to pay for the Services when due, SKR Screen Repair has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

3. TERM. This Contract will terminate automatically upon completion by SKR Screen Repair of the Services required by this Contract.

4. WORK PRODUCT OWNERSHIP. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by SKR Screen Repair in connection with the Services will be the exclusive property of SKR Screen Repair. Upon request, _____ will execute all documents necessary to confirm or perfect the exclusive ownership of SKR Screen Repair to the Work Product.

5. CONFIDENTIALITY. SKR Screen Repair, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of SKR Screen Repair, or divulge, disclose, or communicate in any manner, any information that is proprietary to _____. SKR Screen Repair and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract. Any oral or written waiver by _____ of these confidentiality obligations which allows SKR Screen Repair to disclose _____'s confidential information to a third party will be limited to a single occurrence tied to the specific information disclosed to the specific third party, and the confidentiality clause will continue to be in effect for all other occurrences.

Upon termination of this Contract, SKR Screen Repair will return to _____ all records, notes, documentation and other items that were used, created, or controlled by SKR Screen Repair during the term of this Contract.

6. WARRANTY. SKR Screen Repair shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in SKR Screen Repair's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to SKR Screen Repair on similar projects.

7. DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

8. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

9. FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

10. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

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

12. AMENDMENT. This Contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.

13. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Michigan.

14. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

15. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract 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 Contract.

16. ATTORNEY'S FEES TO PREVAILING PARTY. In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.

17. CONSTRUCTION AND INTERPRETATION. The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written. _____, and Surya Raghavendran for SKR Screen and Electronic Servicing, effective as of the date first above written.

Service Recipient:

By: _____

Service Provider:
SKR Screen and Electronic Servicing

By: _____
Surya Raghavendran