



## TOTZ 'N' TEENZ ON WHEELZ TRANSPORTATION AGREEMENT FOR SERVICES

This Agreement for Transportation Services (the "Agreement"), effective is by and between \_\_\_\_\_, a company/family, with its principal office/home at \_\_\_\_\_ (hereinafter "Client"), and Totz 'N' Teenz on Wheelz, a Limited Liability Company, with its principal office at 1925 Rothmullan Dr. Charlotte, NC, 28262 (hereinafter the "Company").

WHEREAS, Client finds that the Company is willing to perform certain work hereinafter described in accordance with the provisions of this Agreement; and

WHEREAS, Client finds that the Company is qualified to perform the work, all relevant factors considered, and that such performance will be in furtherance of Client's business.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

### 1. SERVICES.

1.1 Services to Client. The Company shall provide the following ("Services") to Client:

Provide transportation in accordance with the agreed upon monthly transportation calendar and/or service request form

### 2. PAYMENT AND INVOICING TERMS.

2.1 Payment for Services. The Company will be paid as follows:

Payment will be made in accordance with the pricing plans and policies as directed.

#### 2.2 Invoicing.

a.

Invoices will submitted monthly by the Company for payment by Client. Payment is due upon receipt and is past due five (5) business days from receipt of invoice. If Client has any valid reason for disputing any portion of an invoice, Client will so notify the Company within five (5) calendar days of receipt of invoice by Client, and if no such notification is given, the invoice will be deemed valid. The portion of the Company's invoice which is not in dispute shall be paid in accordance with the procedures set forth herein.

b.

A late fee charge of \$15.00 will be charged on past due accounts. Any attorney fees, court costs, or other costs incurred in collection of delinquent

accounts shall be paid by Client. If payment of invoices is not current, the Company may suspend performing further work.

2.3 Taxes. All amounts payable pursuant to this Agreement are exclusive of taxes. Accordingly, there will be added to any such amount payable by Client the monetary sum equal to any and all current and future applicable taxes, however designated, incurred as a result of or otherwise in connection with this Agreement or the Services, including without limitation state and local privilege, excise, sales, services, withholding, and use taxes and any taxes or other amounts in lieu thereof paid or payable by Client (other than taxes based on the Company's net income). If Client does not pay such taxes, the Company may make such payments and Client will reimburse the Company for those payments. Client will hold the Company harmless for any payments made by Client pursuant to this Section 2.3.

### 3. CHANGES.

Client may, with the approval of the Company, issue written instructions within the general scope of any Services to be provided. Such changes (the "Transportation Request") may be for additional work or may change the travel route, pick up/drop off location, but no change will be allowed unless agreed to by the Company in writing.

### 4. STANDARD OF CARE.

The Company warrants that its services shall be performed by personnel possessing competency consistent with applicable industry standards. No other representation, express or implied, and no warranty or guarantee are included or intended in this Agreement, or in any report, opinion, deliverable, work product, document or otherwise.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Date: \_\_\_\_\_

[Client]

\_\_\_\_\_ (Print)

\_\_\_\_\_ (Signature)

Company/Mother/Father/Legal Guardian

[Company]

\_\_\_\_\_ (Print)

\_\_\_\_\_ (Signature)

Service Provider