

GENERAL CONTRACT FOR SERVICES

This Contract for Services (this "Contract") is made effective as of _____ (date today) by and between _____ (name) of _____ (address), and

Payne Entertainment of 9378 S Mason Montgomery Road, #231, Mason, Ohio 45040.

In this Contract, the party who is contracting to receive services will be referred to as "**CLIENT**," and the party who will be providing the services will be referred to as "*Payne Entertainment*."

1. DESCRIPTION OF SERVICES. On _____ (date of event), *Payne Entertainment* will provide to **CLIENT** the services described in the attached Exhibit (collectively, the "Services").

2. PAYMENT FOR SERVICES. In exchange for the Services **CLIENT** will pay *Payne Entertainment* according to the following schedule:

\$95.00 per hour. The first hour or \$95.00 is due with the return of this contract. The balance is due the day of service. (see "SERVICES" for date and times)

3. TERM. This Contract will terminate automatically upon completion by *Payne Entertainment* of the Services required by this Contract.

4. CONFIDENTIALITY. *Payne Entertainment*, 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 *Payne Entertainment*, or divulge, disclose, or communicate in any manner, any information that is proprietary to **CLIENT**. *Payne Entertainment* 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.

Upon termination of this Contract, *Payne Entertainment* will return to **CLIENT** all records, notes, documentation and other items that were used, created, or controlled by *Payne Entertainment* during the term of this Contract.

5. WARRANTY. *Payne Entertainment* 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 *Payne Entertainment's* community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to *Payne Entertainment* on similar projects.

6. 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 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.

7. 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.

8. 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.

9. AMENDMENT. This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

10. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Ohio.

11. 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.

12. ASSIGNMENT. Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

CLIENT:

Payne Entertainment

Wendell Payne
Owner