

Vendor Agreement

This agreement by and between MyCompany, Inc. (“Client”) and _____ (“Vendor”) shall commence on the last signed date of signing and will be considered agreed and valid upon signature by both parties.

All activities and services provided by the Vendor will be supervised by the Client’s staff as listed below and will be applicable to the following terms and conditions.

TERMS OF AGREEMENT

SCOPE OF ENGAGEMENT

The Vendor will supply the following goods or services to the client, pursuant to the terms of this vendor agreement:

Payment Terms

The Client will accept invoices for fees due on a monthly basis, and will, upon validation of such fees’ validity, make payment on a net-30 basis.

The Vendor will deal directly with the Client’s accounts payable department regarding all payments.

Representation and Warranties

The Vendor hereby represents that they have the expertise, knowledge and experience needed to provide the goods or services outlined in this vendor agreement.

The vendor agrees to uphold all laws and legal requirements of the state of California.

Liability and Indemnification

The Vendor shall indemnify, defend, and hold the Client and its representatives harmless for any loss or damage.

Furthermore, the Client agrees to hold the Vendor harmless against any loss or damage, save in cases of gross misconduct or negligence by the Vendor or its representatives.

OTHER TERMS**Insurance**

The Vendor agrees to purchase the necessary insurance during the term of this agreement and upon request shall provide proof of such insurance to the Client.

Failure to Maintain Coverage

In the instance the Vendor should fail to maintain or provide proof of insurance, the Client shall consider such actions to be a breach of this vendor agreement and will be grounds for termination.

Independent Contractor

The Vendor shall be considered an independent contractor. This vendor agreement does not establish an employer/employee relationship between the Client and Vendor, and no such agreement shall be established at any time.

Jurisdiction

This vendor agreement shall be under the jurisdiction of the laws of California. Therefore, any and all legal proceedings shall be conducted in the above state.

Termination

Either party may terminate this vendor agreement by providing written notice to the opposite party within 10 days of the termination requested date.

Upon this vendor agreement's termination, all unpaid debts up to the point of termination will be due to the Vendor within 30 days.

Entire Understanding

This vendor agreement and any attachments shall be considered the entire agreement and shall constitute the termination of any prior agreements including any written or verbal agreements.

Attorney Fees

If any legal action occurs the prevailing party shall be entitled to a refund of any and all costs including attorney fees, court fees, and travel fees.

Notices

Any and all notification with regard to this vendor agreement shall be conducted in written form and delivered either in person or via certified mail.

Delays

In the event either party becomes aware of a situation that may delay any portion of this vendor agreement they will be allowed 5 days to provide written notice inclusive of all relevant information to the other party.

SIGNATURE

By signing below, the Vendor acknowledges their understanding of the terms of doing business with the Client, and agrees to abide by these terms at all times.

[]

Signature

Printed Name

Date

MyCompany, Inc.

Signature

Printed Name

Date