

# B G SERVICES, LLC

920 Major NW, Albuquerque, New Mexico 87107  
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## CONTRACT TO EMPLOY CONTRACTOR

This agreement is made, effective as of September 8, 2025, by and between Kingsley Martin referred to as "Client," and B G Services, LLC dba Brittany Gaume referred to as "Contractor." The parties agree as follows:

**1. Scope of Work:** The scope of work is certain water rights issues related to 316 E Buena Vista, Santa Fe, NM. It is understood and agreed that the contractor-client relationship is limited to this matter, and does not extend to any other matter, person, or entity. Client expressly acknowledges and agrees that any information or materials, written or oral, provided by the Contractor to the Client, do not constitute legal advice and that such information and materials are provided solely in connection to assisting Client in understanding the subject water rights and complying with the Office of the State Engineer's rules and regulations. Any expressions on Contractor's part concerning the outcome of this matter are expressions of Contractor's best professional judgment but are not guarantees. Contractor will copy Client with relevant correspondence and documents concerning this matter. Contractor will consult with Client on all material decisions.

**2. Fees:** The hourly rates for this matter will be one hundred fifty dollars per hour (\$150.00). Contractor will bill time in increments of one-tenth of an hour (6 minutes or 0.1) with any portion of 0.1 hour billed as 0.1 hours. All hourly rates are reviewed periodically. This review may result in adjustment to the hourly rates described above. After any such adjustment, Client will be notified of the price increase prior to the next invoice implementing the new hourly rate.

**3. Costs and Other Expense:** Contractor may pay on behalf of Client a variety of out-of-pocket costs arising from its work for the Client. These costs will be separately noted on the Client's invoice. These include charges made by government agencies, service vendors, as well as clerical charges. Whenever such charges are incurred, Contractor will itemize and bill them on the monthly invoice to Client. Typical of such costs are filing fees, recording fees, delivery charges, printing, copying, and postage. At Contractor's discretion, Contractor may forward larger invoices from third parties to Client for direct payment, but generally it is more efficient to advance these and other costs and include them on Contractor's invoices to Client. Contractor shall also bill Client for New Mexico gross receipts taxes on Contractor fees and costs. By signing below, Client agrees to pay all costs and expenses on a regular and timely basis.

**4. Billing and Terms of Payment:** Contractor will bill Client on a monthly basis for the fees, costs, expenses, and New Mexico gross receipts tax as outlined above. All invoices, unless otherwise requested, will be sent by email to the email address provided by Client, and shall be due upon receipt. Client agrees to pay each monthly invoice in a timely manner. Client agrees to pay \$50.00 per month plus NM GRT late fee on any invoice that is more than 30 days overdue.

**5. Invoice Disagreements:** If Client disagrees with the amount of any invoice Client receives, Client shall notify Contractor as soon as possible, but in no event later than thirty (30) days after receipt of the invoice. Typically, such disagreements are resolved to the satisfaction of both parties. However, if the disagreement is not resolved, Client shall elect Arbitration pursuant to Section 9.

**6. File Retention:** Contractor shall retain Client's files for a period of three (3) years after the Client's matter has been completed. Client has the right to a copy of this file. Contractor uses an electronic filing system and does not keep paper or hard copy documents. Contractor may not retain routine e-mail correspondence for more than two weeks from the date of receipt or transmittal of the e-mail. If Client requests a hard copy of the file, Contractor may charge Client the current market price per page for any hard copies requested.

**7. Entire Agreement:** This agreement constitutes the entire agreement between Contractor and Client.

**8. Modification of Agreement:** Any modification of this agreement, or additional obligation assumed by either party in connection with this agreement, shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

**9. Arbitration:** All claims, disputes, and other matters in question, arising out of, or relating to, this contract or the breach thereof, and not otherwise provided for, shall be decided by any other arbitrator the parties mutually agree to retain in accordance with the American Arbitration Association's rules. This contract to arbitrate shall be specifically enforceable under the prevailing law in New Mexico.

**10. Client Obligations:** To help Contractor represent Client effectively, and to reduce the cost of representation, Client agrees to cooperate fully with Contractor. Client agrees to provide truthful information to Contractor, to carefully consider Contractor's advice before making any major decisions, to immediately inform Contractor of any new developments or information pertinent to the matter, and to respond to Contractor's communications (letters, phone calls, or other forms of communication) as soon as reasonably possible.

**11. Termination:** Client may terminate this agreement at any time, with or without cause, by notifying Contractor in writing. Contractor may terminate representation at any time by notifying Client in writing. If termination occurs, Contractor's representation of Client will be ended, and Client's papers and property will be returned. Contractor's file pertaining to the matter will be retained. Termination will not affect Client's responsibility for paying for services rendered and out-of-pocket expenses incurred prior to termination.

**IN WITNESS WHEREOF**, each party to this agreement has caused it to be executed on the date indicated above. Client swears and affirms that Client has read, understands, and agrees to this agreement, and that Client has received a copy of it.

*Kingsley Martin*

Kingsley Martin (Sep 25, 2025 06:04:13 MDT)

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