**Service Agreement**

This Service Agreement (“Agreement”) is being made between Billy Johncel Valdez (hereinafter referred to as CONTRACTOR and Gary Wong (hereinafter referred to as the CLIENT) on January 6th, 2019. Collectively, CONTRACTOR and CLIENT are referred as the Parties. This Agreement will become effective on the date the document is signed by the CLIENT.

1. **Services**

The CONTRACTOR agrees to perform the services (“Services”) listed in this section. The Parties acknowledge that their obligations pursuant to this Agreement serve as good and valuable consideration for this Agreement.

**Phase 1:** Design a responsive marketing website with all the contents provided by the CLIENT and write a fully functional website based from it.

**Phase 2:** The Contact Form will be using an email service called ‘Form Spark’ where the first 500 submissions will be free and then after that the CLIENT will pay for the subscription. (Example: $25 dollars for 50,000 submissions.)

1. **Assumptions**

The following assumptions have been made and if not true, an additional charge will be added to the agreed cost of the service. If any changes are needed to the provided resources, additional charges may also incur.

* 1. Logo and images will be provided by the CLIENT.
  2. Content/verbiages will be provided by CLIENT.
  3. The cost to buy the domain and hosting will be shouldered by the CLIENT.

1. **Compensation**

With the services and assumptions mentioned above, the total and schedule of payment is as follows:

**Total Cost of the Services:** PHP 35,000.00

**Amount Due as Down Payment:** PHP 17,500.00

**Amount Due upon Completion:** PHP 17,500.00

Any unexpected work or additional changes will be open for discussion and an agreement between Parties is required.

1. **Expenses**

The CONTRACTOR will be reimbursed by CLIENT for any reasonable and necessary expenses incurred in providing the Services. The CLIENT must pre-approve all expenses

1. **Payment**

Payments can be made through BDO or BPI. Both accounts are under Billy Johncel Valdez.

**BDO Account #: BPI Account #:**

002120120842 0429 3405 19

1. **Term**

The term of this Agreement is one (1) month and two (2) weeks from the Effective Date, unless terminated earlier for other reasons available in this Agreement. This term is subject to change if there are unexpected delays on resources needed.

1. **Termination**
   1. If either Party wants to terminate the Agreement before the termination date, they must provide the other Party a seven (7) day written notice. If the CLIENT terminates the Agreement before the Services have been completed, they will be liable to the CONTRACTOR for a pro rata share of the total cost of the Services as outlined in Section 2.
   2. This Agreement will automatically terminate when both Parties have performed all their obligations under the Agreement and all payments have been received. Our work here is done.
2. **Relationship of the Parties**
   1. **No Exclusivity.** The Parties understand that this Agreement is not an exclusive arrangement. The Parties agree that they are free to enter into other similar agreements with other parties.
   2. **Independent Contractors.** The Parties to this Agreement are independent contractors which means there are no strings attached. Neither Party is an agent, representative, partner, or employee of the other Party.
3. **Waiver**

Neither Party can waive any provision of this Agreement, or any rights or obligations under this Agreement, unless agreed to in writing by the Parties. If any provision, right, or obligation is waived, it’s only waived to the extent agreed to in writing

1. **Amendments**

Any unexpected work or additional services will be charged for an additional fee.This Agreement may be modified as needed. To make a modification, the Parties have to agree to the modification in writing (an "Amendment"). The terms of this Agreement will apply to any Amendment the Parties make.

1. **Dispute Resolution**

We want to work this out. In the event of a dispute, the Parties agree to work towards a resolution through good faith negotiation.

1. **Entire Agreement**

This Agreement puts the Parties entire understanding of the Services to be performed and anything else the Parties have agreed to in black and white (literally). This Agreement supersedes any other written or verbal communications between the Parties.

1. **Severability**

If any section of this Agreement is found to be invalid, illegal, or unenforceable, the rest of the Agreement will still stand.

1. **Notices**

All notices under this Agreement must be sent by email with read receipt, or by certified or registered mail with return receipt requested.

Notices must be sent to: genelogicagric@gmail.com (CLIENT’s email) and billyjohncel@gmail.com (CONTRACTOR’s email).

By signing below, the Parties agree to the terms of this Agreement.

**CONTRACTOR CLIENT**

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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