



GENERAL CONTRACT FOR SERVICES

This Contract (this "Contract") is made effective as of _____, by and between CGSD Logistics, of 500 Grossman Drive #1010, Braintree, Massachusetts 02184, and Client, of _____, _____, _____.

DESCRIPTION OF SERVICES.

Beginning on _____, CGSD Logistics will provide to Client the following services described in the attached Exhibit (collectively, the "Services").

PAYMENT.

Payment shall be made to 500 Grossman Drive #1010, Braintree, Massachusetts 02184.

Client agrees to pay CGSD Logistics as follows:

Payment is due upon completion of services. The contractor has the right to request payment prior to completed assignments. For Example, long-term or consistent services may require prior payment of previously agreed fee(s).

In addition to any other right or remedy provided by law, if Client fails to pay for the Services when due, CGSD Logistics has the option to treat such failure to pay as a material breach of this Contract and may cancel this Contract and/or seek legal remedies.

Client hereby agrees to pay Contractor fee(s) previously agreed upon. Additionally, payment will be due in full from Client in the event that an assignment was cancelled within less than 24 hours of scheduled appointment.

WARRANTIES.

CGSD Logistics 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 CGSD Logistics's community and region and will provide a standard of care equal to, or superior to, care used by service providers similar to CGSD Logistics on similar projects.

TERM.

This Contract will terminate automatically upon completion by CGSD Logistics of the Services required by this Contract.

OWNERSHIP OF SOCIAL MEDIA CONTACTS.

Any social media contacts, including "followers" or "friends," that are acquired through accounts (including, but not limited to email addresses, blogs, Twitter, Facebook, YouTube, or other social media networks) used or created on behalf of Client are the property of CGSD Logistics.

DEFAULT.

The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

REMEDIES ON DEFAULT.

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 0 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.

FORCE MAJEURE.

If the performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party is unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease, or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

DISPUTE RESOLUTION.

The parties will attempt to resolve any dispute arising out of or relating to this Contract through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Contract will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the

rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

CONFIDENTIALITY.

CGSD Logistics, 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 CGSD Logistics, or divulge, disclose, or communicate in any manner, any information that is proprietary to Client. CGSD Logistics and its employees, agents, and representatives will protect and treat such information as strictly confidential. This provision will continue to be effective after the termination of this Contract.

Upon termination of this Contract, CGSD Logistics will return to Client all records, notes, documentation, and other items that were used, created, or controlled by CGSD Logistics during the term of this Contract.

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 addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for or on the third day after mailing if not signed for.

ASSIGNMENT.

Neither party may assign or transfer this Contract without the prior written consent of the other party, which consent shall not be unreasonably withheld.

ENTIRE CONTRACT.

This Contract contains the entire agreement of the parties regarding the subject matter of this Contract, and there are no other promises or conditions in any other agreement whether oral or written. This Contract supersedes any prior written or oral agreements between the parties.

AMENDMENT.

This Contract may be modified or amended if the amendment is made in writing and signed by both parties.

SEVERABILITY.

If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall 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 shall be deemed to be written, construed, and enforced as so limited.

WAIVER OF CONTRACTUAL RIGHT.

The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

APPLICABLE LAW.

This Contract shall be governed by the laws of the State of _____.

SIGNATORIES.

This Contract shall be signed on behalf of Client by Client and on behalf of CGSD Logistics by Contractor and effective as of the date first above written.

Service Recipient:
Client

By: _____
Client

Date: _____

Service Provider:
CGSD Logistics

By: _____
Contractor

Date: _____