CONTRACT SERVICES AGREEMENT

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| Date: |  |
| Club: | California AiDine Club Contact: Carroll Pearson P.O. Box 2180 Phone: (408) 887-7116  Mill Valley, CA 94942-2180 E-mail contact: |
| Webmaster: | Name:  Address:  Phone:  E-mail: |
| Services: | Description: |
| Term: | One year from the date first written above. |

Compensation: $ / hr.; not to exceed $2,000 total unless approved by Club.

Pavment Terms: Invoices shall be submitted monthly and paid by Club within 10 business days of receipt,

IN CONSIDERATION OF THE MUTUAL PROMISES AND OBLIGATIONS CONTAINED IN THIS SERVICES AGREEMENT (THE "AGREEMENT"), THE PARTIES AGREE AS SET FORTH ABOVE AND IN THE ATTACHED TERMS AND CONDITIONS AND EXHIBIT. CAPITALIZED TERMS SHALL HAVE THE MEANINGS DEFINED ABOVE OR IN THE TERMS AND CONDITIONS OR EXHIBIT.

Signed: Dated:

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Contractor

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California Alpine Club President

Sample TERMS AND CONDITIONS

1. Services. Contractor will render to Club and Club will pay for performance of the Services during the Term.
2. Ownership of Content and Work Product. (a) As between Webmaster and Club, all website content, including computer software (source and object code), templates, postings, photographs, film and other material ("Website Content") will belong solely to Club.
3. To the extent permitted by law, all materials generated by Webmaster ("Work Product") shall be considered a "work made for hire" and ownership of copyright in regard to the Work Product will vest in Club. Webmaster hereby expressly assigns all rights in and to the Work Product to Club. To the extent Club is unable to use the Work Product without also using rights which are the subject of intellectual property rights owned by Webmaster, Webmaster grants to Club, a royalty-free, irrevocable, worldwide, nonexclusive license use such rights in and to the Work Product during and after the term hereof.
4. Notwithstanding the foregoing, after first obtaining CAC written consent, Webmaster may duplicate and distribute for promotional and marketing needs any work created for CAC as portfolio samples, provided that such materials do not disclose any Confidential Information.

3. Payment. (a) Club agrees to pay Webmaster according to the Payment Terms, and shall (pursuant to Club's policies) reimburse Webmaster for reasonable expenses incurred during the performance of Webmaster's work.

(b) Webmaster shall be solely responsible for any and all taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and other taxes applicable to compensation received from Club. Webmaster hereby indemnifies and holds Club harmless from, any claims, losses, costs, fees, liabilities, damages or injuries suffered by Club arising out of Webmaster's failure with respect to its obligations in this Section 3(b).

1. Relationship of Parties. It is understood and agreed by the parties that Webmaster is an independent contractor and that no employment, agency or other relationship between Club and Webmaster is created by this Agreement. Webmaster cannot contract on behalf of Club or otherwise obligate Club unless specifically authorized in writing by Club to do so.
2. Representation and Warranty. Webmaster represents and warrants that it has the authority to enter into this Agreement, that this Agreement does not breach any contracts, agreements, or understandings which Webmaster has entered into, and that the Work Product does not infringe the rights of any person or entity.
3. Term and Termination. Either party may terminate this Agreement without cause upon thirty days written notice, and Club may terminate this Agreement immediately for cause upon written notice to Webmaster stating the reason therefor. On termination, Club will pay Webmaster for the actual work performed and expenses incurred as of the termination date, and Webmaster will promptly effect reassignment of all administrative privileges with respect to the Club's website to the representative designed by the Club and will inform such representative of all passwords and other access keys necessary to assume administrative control of the website. Notwithstanding termination of this Agreement by either party for any reason, the Work Product shall remain vested in Club.
4. Confidentiality. Webmaster agrees that all information relative to Club and its members hereunder belongs solely to Club and/or its members, and will be subject to the Confidentiality and Non-Disclosure Addendum attached as Exhibit A; incorporated by reference herein. The Confidentiality and Non-Disclosure Addendum will survive expiration or termination of this Agreement for any reason.
5. Final Agreement. This Agreement represents the entire agreement between the parties. Any modifications or changes will not be effective unless in writing and signed by Webmaster and Club.
6. No Assiqnment. This Agreement cannot be assigned by Webmaster without written consent of Club, and any attempt to do so will be null and void.
7. Choice of Law. This Agreement shall be construed according to the laws of the State of California. Any judicial proceeding involving this Agreement will be brought only in the Superior Court of California for the County San Francisco or the United States District Court for the Northern District of California.

EXHIBIT

Confidentiality and Non-Disclosure Addendum

This Confidentiality and Non-Disclosure Addendum is incorporated by reference into the Service Agreement by and between the California Alpine Club and Webmaster to which it is attached. For purposes hereof, the Club and its members shall each be considered a "Discloser," and Webmaster shall be considered the "Recipient".

For purposes of this Agreement, "Confidential Information" shall mean any information described as proprietary or designated as confidential information by Club, as well as personal or private information of its members, including but not limited members names, home addresses, email address, telephone numbers, or other data which can be reasonably linked to such information by a third party. "Confidential Information" shall also include information disclosed to Discloser by any third party which Discloser is obligated to treat as confidential or proprietary information.

1. All Confidential Information disclosed by Discloser shall, between Discloser and Recipient, remain the property of Discloser. Discloser is not hereby granting or extending to Recipient any rights of any kind under any patent, copyright, trademark, or other intellectual property right that Discloser may now have or may hereafter obtain with respect to the Confidential Information.
2. Recipient shall use the Confidential Information only with respect to fulfillment of its obligations as webmaster of the Club's website, and shall keep confidential and not disclose the Confidential Information to any other person, firm or corporation, except to the extent that any Confidential Information: (i) is now or subsequently becomes generally known or available by publication, commercial use, or otherwise, through no act or fault on the part of Recipient; (ii) is known by Recipient at the time of receiving such information; or (iii) is hereafter rightfully furnished to Recipient by a third party without breach of any separate non-disclosure obligation.
3. Recipient represents and warrants that: (i) it shall use best efforts to maintain the confidential nature of the Confidential Information and to prevent any unauthorized access, reproduction, disclosure, and/or use of any of the Confidential Information; (ii) it shall not remove any copyright notice, trademark notice, and/or other proprietary legend set forth on or contained within any of the Confidential Information; (iii) it shall not copy or reproduce any of the Confidential Information; (iv) it shall not use any of the Confidential Information other than in furtherance of this Agreement and in strict compliance with the provisions hereof; and (v) it shall not directly or indirectly, either during or subsequent to the term of this Agreement, disclose the existence, content, and/or substance of any of the Confidential Information to any third party without Discloser's prior written consent.
4. All Confidential Information, existing in written form or recorded in any other tangible medium, shall be returned to Discloser upon its request, together with any reproductions or copies thereof.
5. Upon written request of Recipient, Discloser may in its sole discretion give permission, valid only to the extent given in writing and signed by a duly authorized representative of Discloser, to Recipient to disclose Confidential Information otherwise required to be kept confidential by this Agreement.
6. Recipient agrees that Discloser will suffer irreparable harm if Recipient fails to comply with its obligations set forth herein, and further agrees that monetary damages will be inadequate to compensate Discloser for any such breach. Accordingly, Recipient agrees that Discloser will, in addition to any other remedies available to it at law or in equity, be entitled to the issuance of injunctive relief to enforce the provisions hereof.
7. Neither party shall have the right to assign this Agreement (or any portion hereof) without the prior written consent of the other party. Any assignment without such consent shall be void and a material breach hereof. Subject to the foregoing, this Agreement shall be binding upon the successors and authorized assigns of Recipient and shall inure to the benefit of the successors and authorized assigns of Discloser. No oral agreement, statement or representation shall alter its provisions.
8. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, negotiations and understandings, whether oral or written. Should any provision of this Agreement be determined to be void, invalid or otherwise unenforceable by any court or tribunal of competent jurisdiction, such determination shall not affect the remaining provisions hereof which shall remain in full force and effect.