

SERVICES AGREEMENT

THIS SERVICES AGREEMENT, including all Exhibits attached hereto and referenced herein (hereinafter referred to as “this Agreement”), is made and entered on _____, 20__, by and between **Brockington and Associates, Inc.** (Brockington), a Georgia corporation with its principal office located at 3850 Holcomb Bridge Road, Suite 105, Norcross, Georgia 30092 and the **City of Smyrna** (Client), located at 2800 King Street, Smyrna, Georgia 30080. Brockington and Client are sometimes referred to collectively herein as the “Parties” and individually as a “Party.”

WHEREAS, Client wishes to engage Brockington to perform certain consulting services for Client and Brockington wishes to provide those services to Client; and

WHEREAS, the Parties wish to enter into this Agreement to set forth more fully the terms and conditions pursuant to which Brockington will provide these consulting services to Client;

NOW, THEREFORE, in consideration of the foregoing, and in reliance on the mutual promises and obligations contained herein, the Parties hereby agree as follows:

1. Retention of Brockington

1.1 *Scope of Services.* Brockington agrees to provide Client with the mutually agreed upon consulting services described in the “Statement of Work” attached hereto as Exhibit A and any attachments to Exhibit A. Exhibit A and any attachments to Exhibit A are incorporated herein. The Parties agree that the attached Statement of Work contains the complete description of all Services to be rendered to Client by Brockington, and that any additions to the Services described in the attached Statement of Work must be in writing, signed by both Parties.

1.2 *Personnel.* Client agrees that Brockington is authorized to make all assignments of personnel, and to make such changes in assignments as Brockington determines, in its sole discretion, are appropriate based on scheduling, availability and other factors, so long as such assignments and changes in assignments will not increase the overall cost to Client of the project.

2. Payment for Services

2.1 *Firm-Fixed Price.* Client shall pay Brockington a firm-fixed price total of **\$10,412.59** for the Services set forth in the attached Statement of Work.

2.2 *Invoices.* Brockington shall submit accurate and complete invoices to Client on a monthly basis, or at such other times as agreed upon and set forth in the attached Statement of Work.. No backup documentation shall be submitted by Brockington to Client unless required in Section 2 of Exhibit A to this Agreement.

2.3 *Payment.* Client agrees to pay Brockington’s invoices in full within 30 days of receipt of each invoice. Client agrees to pay 1.5% interest per month on all past due invoices.

3. Nature of Relationship

3.1 *Independent Contractor.* The Parties agree that Brockington shall be an independent contractor, and shall not be the employee, servant, agent, partner, or joint venturer of Client or of any of Client’s officers, directors, employees, subsidiaries, divisions or affiliates. During performance of this Agreement, Brockington shall supervise the performance of its own Services and shall have control of the manner and means by which the Services are performed, subject to compliance with the Agreement. The personnel performing Services under this Agreement shall at all times be under Brockington’s exclusive direction and control and shall be employees or subcontractors of Brockington and not of Client.

4. Termination

4.1 *Termination by either party.* Either Party may terminate or suspend performance of this Agreement at any time upon written notice to the other Party.

4.2 *Force Majeure.* No delay, failure or default in performance of any obligation by either Party, excepting obligations to make payments hereunder, shall constitute a breach of this Agreement to the extent it is caused by force majeure.

4.3 *Obligations upon Termination or Suspension.* Upon termination or suspension of this Agreement, Client shall pay Brockington for all Services performed by Brockington as of the date Brockington receives notice of suspension or termination. Upon termination of this Agreement, Brockington shall return all documentation, equipment or other materials provided by Client during the term of this Agreement.

5. Miscellaneous Provisions

5.1 *Binding Effect.* The provisions of this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.

5.2 *Waiver.* No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. The failure of either Party to insist

Initial: _____ / _____

upon performance of any provision of this Agreement, or to exercise any right, remedy or option provided herein, shall not be construed or deemed to be a waiver of the right to assert any of the same at any time thereafter. No waiver shall be binding unless executed in writing by the party making the waiver.

5.3 *Modification.* This Agreement shall not be amended, modified or extended, nor shall any waiver of any right hereunder be effective, unless set forth in a document executed by duly authorized representatives of both Parties, specifically referencing the provision or provisions of this Agreement to be amended, modified, extended or waived.

5.4 *Severability.* If any term, condition or provision of this Agreement is held or finally determined to be void, invalid, illegal, or unenforceable in any respect, in whole or in part, such term, condition or provision shall be severed from this Agreement, and the remaining terms, conditions and provisions contained herein shall continue in force and effect, and shall in no way be affected, prejudiced or disturbed thereby.

5.5 *Applicable Law.* This Agreement shall be governed by and shall be construed in accordance with the laws of the state of Georgia. The Parties agree that any action related to or arising from this Agreement shall be brought in a state or federal court located in the state of Georgia, and further agree that jurisdiction and venue are proper in such a court.

5.6 *Entire Agreement.* This Agreement, including Exhibit A and any attachments to Exhibit A,, which are incorporated herein by reference, constitutes the entire agreement and understanding between the Parties hereto, and supersedes and replaces any and all previous or contemporaneous understandings, commitments, agreements, proposals or representations of any kind, whether oral or written, relating to the subject matter hereof.

5.7 *Notice.* Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be sent by (a) certified mail, return receipt requested, postage prepaid; (b) prepaid overnight delivery; or (c) hand delivery addressed to the parties at the following addresses:

Client

The City of Smyrna
c/o Max Bacon
2800 King Street
Smyrna, GA 30080

Brockington
Brockington and Associates, Inc.
c/o Sally Brockington
3850 Holcomb Bridge Road, Suite 105
Norcross, GA 30092

All notices and other communications shall be deemed to be received at the expiration of three days after the date of mailing if mailed, or on the date of delivery if sent by overnight delivery or hand delivery. The address of a Party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other Party.

IN WITNESS WHEREOF, the parties represent and warrant that this Agreement is executed by duly authorized representatives of each Party as set forth below on the date first stated above.

Client

By: _____
Name: _____
Title: _____
2800 King Street
Smyrna, Georgia 30080

Brockington and Associates, Inc.

By: _____
Sally Brockington
President
3850 Holcomb Bridge Road, Suite 105
Norcross, Georgia 30092

Date: _____

Date: _____

Initial: _____ / _____

EXHIBIT A

Statement of Work

This Statement of Work is made effective on _____, 20__, and is incorporated into and made a part of the Services Agreement entered into by and between Client and Brockington.

1. Description of Services:

The History Workshop will design and produce a temporary exhibit for the City of Smyrna. The exhibit will include the following components:

- Six (6) stand-up banners (approximately 24 inches wide, 72 inches tall)
- Three (3) glass tower cases with tan base (approximately 1 foot by 1 foot by 6 feet)
- Two (2) glass cases with mahogany colored base (approximately 4 feet by 1.5 feet by 6 feet)

Services include exhibit installation (June 30, 2014) and de-installation (July 4, 2014).

2. Additional Terms and Conditions:

None

This Statement of Work and all attachments hereto serve as Exhibit A to the Work Agreement.

Agreed and Accepted:

Client

Brockington and Associates, Inc.

By: _____

By: _____

Name: _____

Sally Brockington

Title: _____

President

2800 King Street
Smyrna, Georgia 30080

3850 Holcomb Bridge Road, Suite 105
Norcross, Georgia 30092

Date: _____

Date: _____

Initial: _____ / _____