

CONTRACT (1099)

This Contract is made between _____

whose address is _____

hereinafter referred to as “buyer” , and

James Grant, dba austinCADworks, whose address is PO Box 66393, Austin, Texas 7866-0393.

hereinafter referred to as “seller”.

SERVICES TO BE PERFORMED

Seller agrees to perform the following service, as may be sufficiently described here, or otherwise as more fully described in a supplemental writing entitled “Exhibit A”: _____

TERMS OF PAYMENT

In consideration for the services to be performed by seller, buyer agrees to pay according to the following arrangement: _____

EXPENSES

Seller shall be responsible for all ordinary office expenses incurred while performing services under this Contract. Buyer shall be responsible for all travel and lodging expenses, if any, according to the following arrangement:

TERM OF CONTRACT

This Contract will become effective when signed by both parties and initial payment is made according to the Terms of Payment and will terminate when Contract is performed by both parties.

TERMINATING THE CONTRACT

With reasonable cause, either party may terminate this Contract effective immediately by giving written notice of such termination. Reasonable cause shall include:

A material violation of the terms of this Contract, or

Non-payment of seller's compensation.

Seller shall be entitled to full payment for all services performed prior to the effective date of termination.

INDEPENDENT STATUS

Seller is an independent entity, not buyer's employee. Seller's employees, if any, or subcontractors, if any, are not buyer's employees. Seller and buyer agree to the following rights consistent with the guidelines of the Internal Revenue Service:

Seller has the right to perform services for others during the term of this Contract

Seller has the sole right to control and direct the means, manner, and method by which the services required by this Contract will be performed.

Seller has the right to hire assistants as subcontractors or to use employees to provide the services required by this Contract

Seller or seller's employees or subcontractors shall perform the services required by this Contract; buyer shall not hire, supervise, or pay any assistants who may help the seller.

Neither seller nor seller's employees or subcontractors shall receive any training from buyer in the skills necessary to perform the Contract

Buyer shall not require seller or seller's employees or subcontractors to devote full time to performing the services required by this Contract

Neither seller nor seller's employees or subcontractors are eligible to participate in any employee pension plan, health, vacation pay, sick pay, or other fringe benefit plan of buyer.

LOCAL, STATE AND FEDERAL TAXES

Seller shall pay all income taxes and FICA incurred while performing services under this Contract. Buyer will not withhold FICA or other employment taxes on seller's behalf; neither make State or Federal unemployment compensation contributions on seller's behalf.

CHANGE NOTICES

All notices made in connection with this Contract shall be in writing and shall be considered as "given" :

When delivered personally to the address indicated in this Contract

Three days after being deposited in the US mail, postage prepaid, to the address indicated in this Contract

When sent by facsimile or electronic means at the last destination known to the sender. Notice will be deemed effective upon receipt of transmission provided that a duplicate copy of the notice is promptly given by mail, or recipient delivers written confirmation of receipt.

NO PARTNERSHIP

This Contract does not create a partnership. Neither party has authority to enter into contracts on the other's behalf.

APPLICABLE LAW

This Contract will be governed by the laws of the State of Texas.

EXCLUSIVE AGREEMENT

This Contract is the entire agreement between buyer and seller.

DISPUTE RESOLUTION

In the event of dispute, both parties must agree to first try to resolve with the help of a mutually agreed-upon mediator in Travis County, Texas. All fees other than attorney's fees associated with mediation shall be shared equally.

In the event such mediation proves fruitless, the parties agree to submit the dispute to binding arbitration in Travis County, Texas, under the rules of the American Arbitration Association. Judgment upon the award rendered may be entered in any court having jurisdiction to do so.

MODIFYING THE CONTRACT

Buyer and seller recognize that:

Seller's original cost and time estimates may be too low due to unforeseen events or to factors unknown to seller when this agreement was made

Buyer may desire a mid-project change in seller's services that would add time and cost to the project and possibly inconvenience seller financially

Other provisions of this Contract may prove difficult to execute due to unforeseen circumstances.

As a consequence of such conditions, both parties shall make good faith efforts to agree on all necessary particulars, and any such revisions or modifications shall be in writing, signed, dated, and added to this Contract.

ATTORNEY'S FEES

If any legal action is necessary to enforce this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and expenses in addition to any other relief to which he or she may be entitled.

SIGNATURES

Buyer: _____ Title _____ Date _____

Seller: _____ Title _____ Date _____