**SERVICE CONTRACT**

**1. The Parties.** This Service Contract ("Agreement") made on November 25th, 2022, is by and between,

Service Provider: **ARETHA HERNANDEZ** with a mailing address of 2439 11th St, Apt. 8-A, New York NY, 8654 ("Service Provider") and,

Client: **SHAQUONDA BRIDGES** with a mailing address of 647 131st St, New York NY, 8221 ("Client").

Service Provider and Client are each referred to herein as "Party", and collectively as "Parties".

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Client hires the Service Provider to work under the terms and conditions hereby agreed upon by the Parties:

**2. Term.** The term of this Agreement shall commence on December 2nd, 2022 and terminate:

(check one)

\_\_ At Will: Written notice of at least \_\_\_ days' notice.

\_x\_ End Date: On December 2nd, 2022.

\_\_ Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**3. The Service.** The Service Provider agrees to provide the following: Violin performance of beforehand agreed on repertoire for wedding reception, with a duration of 01:45 h.

Herein after known as the "Service".

The Service Provider shall provide, while performing the Service, that he/she/they shall comply with the policies, standards, and regulations of the Client including local, State and Federal laws to the best of their abilities.

**4. Payment Amount**. The Client agrees to pay the Service Provider the following compensation for the Service performed under this Agreement (check one):

\_\_ $ \_\_\_\_\_\_\_\_ / Hour

\_x\_ $ 200.0   / per Job A "Job" is described here as: performance of musical services for a previously agreed period of time.

\_\_ Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Hereinafter known as the "Payment Amount".

**5. Payment Method.** The Client shall cover the Payment Amount: (check one)

\_\_ When Invoiced

\_\_ Daily

\_\_ Weekly

\_\_ Bi-weekly

\_\_ Monthly

\_x\_ Other: At the end of term.

Hereinafter known as the "Payment Method." The Payment Amount and the Payment Method collectively shall be known as the "Compensation."

**6. Retainer.** This Agreement requires: (check one)

\_x\_ A Retainer. Client agrees to pay a retainer in the amount of $ 50.00 to the Service Provider as an advance of future Services to be provided. (check one)

\_\_ Retainer is refundable

\_x\_ Retainer is non-refundable

\_\_ No Retainer. The Client is not required to pay a retainer before the Service Provider is able to commence work.

**7. Inspection of Services.** Any Compensation shall be subject to the Client inspecting the completed Services of the Service Provider. If any of the Services performed by the Service Provided pursuant to this Agreement are defective or incomplete, the Client shall have the right to notify the Service Provider, at which time the Service Provide shall promptly correct such work within a reasonable time.

**8. Return of Property.** Upon the termination of this Agreement, all property provided by the Client, including, but not limited to, cleaning supplies, uniforms, equipment, and any other items must be returned by the Service Provider. Failure to do so may result in a delay in any final payment made by the Client.

**9. Confidentiality.** Service Provider acknowledges and agrees that all financial and accounting records, lists of property owned by the Client, including amounts paid, therefore, client and customers lists, and any other data and information related to the Client's business is confidential ("Confidential Information"). Service Provider shall not, during the term of this Agreement or after its termination, disclose any Confidential Information for the benefit of the Service Provider or any other person, except with the prior written consent of the Client.

**10. Taxes.** Service Prover shall pay and be solely responsible for all withholdings, including but not limited to, Social Security, State unemployment, State and Federal income taxes, and any other obligations. In addition, Service Provider shall pay all applicable sales or use taxes on the labor provided and materials furnished or otherwise required by law in connection with the Services performed.

**11. Independent Contractor Status.** Service Provider acknowledges that he/she/they are an independent contractor and not an agent, partner, joint venture, nor an employee of the Client.

**12. Governing Law.** This Agreement shall be governed by and shall construed in accordance with the laws of the State of New York.

**13. Severability.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**14. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties to its subject matter and supersedes all prior contemporaneous agreements, representations and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all Parties.

**IN WITNESS WHEREOF**, the Parties hereto agree to the above terms and have caused this Agreement to be executed in their names by their duly authorized officers.

**Client's Signature** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: November 25th, 2022

Print Name Shaquonda Brigdes

**Service Provider's Signature** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: November 25th, 2022

Print Name Aretha Hernandez