



# Service Agreement

## *State of Texas*

This Service Agreement, hereinafter referred to as "Agreement," is entered into and made effective as of the date set forth at the end of this document by and between the following parties:

H&H Auto Glass, a limited liability company, organized under the laws of the state of Texas, having its principal place of business at the following address:

2020 South Shiloh Rd.                      Mailing Address: P.O. BOX 29073  
Garland, TX 75041    Dallas, TX 75228

And \_\_\_\_\_, having a primary address at the following:

\_\_\_\_\_  
\_\_\_\_\_

Hereinafter, "Client" will refer to and be used to describe the following party: \_\_\_\_\_ . "Service Provider" will refer to and be used to describe the following party: H&H Auto Glass. Client and Service Provider may be referred to individually as "Party" and collectively as the "Parties."

### **RECITALS:**

*WHEREAS, Client wishes to retain the Services (as defined below) of Service Provider;*

*WHEREAS, Service Provider has the skills, qualifications, and expertise required to provide the Services to the Client;*

*WHEREAS, Service Provider wishes to render such Services to Client.*

*NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:*



**Article 1 - DEFINITIONS:**

As used in this Agreement:

A) "Services" shall be used to refer to the following specific services that the Service Provider will provide to the Client under the terms and conditions set forth herein:

- Regular Door Glass Replacement
- Regular Vent Glass
- Quarter Glass
- Back Glass
- Windshield Replacement
- Off-track door window repairs
- Door regulator & motor replacement
- Windshield reseal
- Windshield Rock Chip Repairs

B) "Commencement Date" shall be used to refer to the date the Service Provider begins work on the Services for the Client. The Commence Date shall be \_\_\_\_\_.

C) "Completion Date" shall be used to refer to the date that the Service Provider will complete or cease the provision of Services to the Client. The Completion Date is currently unknown, and for the purposes of this Agreement, will mean the date in the future that the Service Provider has completed the rendering of all services to the Client.

D) "Fees" shall be used to refer to the payment Client will pay to Service Provide for the rendering of the Services. Specifically, the fees shall be as follows:

\$\_\_\_\_\_ (\_\_\_\_\_ dollars), as a fixed fee for all Services rendered

**Article 2 - AGREEMENT:**

Subject to the terms and conditions of this Agreement, Service Provider hereby agrees to render the Services to Client, beginning on the Commencement Date and ending on the Completion date,, at the Location directed by the Client, as described below and Client agrees to pay Service Provider the Fees required for the Services.



**Article 3 - LOCATION:**

Service Provider will render the Services at the following location (throughout this agreement, "Location"):

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**Article 4 - SUBCONTRACTORS**

The Service Provider is not permitted to use subcontractors to provide some or all of the Services without the prior written approval of the Client.

**Article 5 - STAFF OR EMPLOYEES:**

The Service Provider shall only utilize the following staff or employees to assist in the provision of the Services, as these individuals are hereby approved and agreed to by Client:

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**Article 6 - FEES:**

The Client agrees to pay the Service Provide the required Fees, as outlined elsewhere in this Agreement, for the provision of the Services, subject to the following terms and conditions:

- A) Invoice Interval: The Service Provider will be entitled to invoice the client at the following time period: At the completion of services.
- B) Invoice Period: The Client shall have the following time period in which to pay the Service Provider's invoice:
- C) Method of Payment: Service Provider will accept the following forms of payment:  
Check, Cash, Money order, Credit Card & Cashier Check
- D) Tax Statement: Any and all charges payable under this Agreement are exclusive of taxes, surcharges, or other amounts assessed by state or federal governments. Taxes imposed upon or required to be paid by Client or Service Provider shall be the sole and exclusive responsibility of each, respectively.



#### **Article 7 - CLIENT OBLIGATIONS:**

During the provision of the Services, the Client hereby agrees to:

- A) Cooperate with the Service Provider for anything the Service Provider may reasonably require;
- B) Provide any information and/or documentation needed by the Service Provider relevant to the provision of Services or payment for the provision of Services;
- C) Require any staff or agents of the Client to co-operate with and assist the Service Provider as the Service Provider may need;
- D) Make available to the Service Provider, without fee or cost, any facilities, which may include, but are not limited to, a work space, computer, or other physical equipment, the Service Provider may reasonably require

#### **Article 8 - INTELLECTUAL PROPERTY:**

Any intellectual property provided by the Client to the Service Provider to assist in the provision of Services that was not created by Service Provider pursuant to this Agreement, shall belong to the Client. Any ancillary intellectual property belonging to the Service Provider, provided or shown to the Client in any way, that was not created by the Service Provider pursuant to this Agreement, shall belong to the Service Provider.

#### **Article 9 - COMPETITION**

The Service Provider (and/or their employees, agents, representatives) shall be free to provide services or engage in any form of activity (including, but not limited to, any business, investment or financial activities) whether for themselves or on behalf of or to other organizations, companies or individuals who are or are potentially direct or indirect competitors of the Client.

#### **Article 10 - WARRANTIES:**

The Service Provider represents and warrants that it will perform the Services using reasonable care and skill for a Service Provider in their field and that any end products or materials given by the Service Provider to the Client under the terms and conditions of this Agreement will not infringe on or violate the intellectual property rights or any other right of any third party.



**Article 11 - TERMINATION:**

A) This Agreement may be terminated by either party, upon notice in writing:

I) if the other party becomes unable to perform its duties hereunder, including a duty to pay or a duty to perform;

II) if the other party or its employees or agents engage in any conduct prejudicial to the business of the other, or in the event that either party considers that a conflict or potential conflict of interest has arisen between the parties.

B) This Agreement may be terminated by the Service Provider if the Client fails to pay any requisite Fees within seven (7) days after the date they are due. The Service Provider may terminate the Agreement immediately, with no notice period, in writing.

Any termination of under this subpart shall not affect the accrued rights or liabilities of either Party under this Agreement or at law and shall be without prejudice to any rights or remedies either Party may be entitled to. Any provision or subpart of this Agreement which is meant to continue after termination or come into force at or after termination shall not be affected by this subpart.

***EXECUTION:***

Name: H&H Auto Glass

Representative Signature: \_\_\_\_\_

Representative Title: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_