



## **BIDWORKZ, LLC SERVICE AGREEMENT**

THIS AGREEMENT is entered into between \_\_\_\_\_ (the "Client") and Bidworkz, LLC ("Bidworkz"). Bidworkz and the Client defined also as the "Party" and collectively as the "Parties."

### **RECITALS**

A. The Client is engaged in the business of providing a range of services for the construction & facility industry in the United States (the "Business").

B. Bidworkz is engaged in the business of providing "take-off" services for customers in the HVAC industry including, but not limited to, Bidworkz's use of engineering drawings provided to them by contractors and/or design engineers to specify the quantity and type of mechanical duct systems and related items required for a project and to assess compliance with industry standards (the "Services").

### **AGREEMENT**

#### **1. SERVICES.**

1.1 Services Provided and Time for Performance. Client shall provide engineering drawings and blueprints relating to the HVAC requirements of a construction project (the "Drawings"). Upon receipt of the Drawings, Bidworkz will prepare the documents and reports as outlined in the Sample Deliverables Package found on [www.bidworkz.com/deliverables](http://www.bidworkz.com/deliverables), for the required mechanical duct systems and associated items.

1.2 Change Orders. Any changes to the Services shall be proposed by the Client and submitted to Bidworkz in writing (the "Change Order"). Bidworkz shall complete the Change Order in the same manner as prescribed for Services in this Agreement.

1.3 Acceptance of Work Product. The work product provided by Bidworkz to the Client (the "Work Product") is subject to mandatory review and approval by the Client and shall be deemed the Work Product of the Client. The Client shall accept or reject the Work Product within 3 days following receipt of the Work Product from Bidworkz (the "Acceptance Period"). The Client may only reject the Work Product if Bidworkz has not performed the Services as outlined in the Sample Deliverables Package found on [www.bidworkz.com/deliverables](http://www.bidworkz.com/deliverables) or (ii) Bidworkz has not prepared the Work Product with the specifications required in the Drawings as noted solely from the results of the Client's mandatory review. If the Client fails to notify Bidworkz of its acceptance or rejection of the Work Product on or before the end of the Acceptance Period, the Client will be deemed to have accepted the Work Product. Any rejection thereof shall be accompanied

with a detailed written description of the reason for said rejection. Bidworkz shall have the right to correct any deficiencies in a reasonable time and to resubmit the Work Product to the Client for approval as noted above.

2. CONSIDERATION. Bidworkz shall receive, a fee based on the number of hours incurred for Services (the "Consideration"). The Client shall **prepay** Bidworkz for the estimated number of hours to perform the Services (the "Estimated Hours"). The hourly rate is based on Bidworkz then current rates as updated from time to time on its website at [www.bidworkz.com](http://www.bidworkz.com). The Estimated Hours in excess of the hours required to complete the Services shall be applied towards any future Services. Upon request, Bidworkz shall provide the Client with a recap of hours purchased, hours used for Services and any Deposit Hours available.

For Clients utilizing the "A La Carte" payment method only, prior to commencement of such work, (i) Bidworkz will provide Client with estimated hours (in whole hours) to complete the work, the time period, with milestone markers, if any, for the performance of the Services and (ii) Client will authorize payment for such work. Such payment from Client will be made in advance or alternatively deducted from any customer deposits Client maintains with Bidworkz.

3. ADDITIONAL TERMS AND CONDITIONS. This Agreement is subject to and incorporates the Bidworkz standard terms and conditions as set forth at [www.bidworkz.com/standardterms](http://www.bidworkz.com/standardterms).

This Agreement is adopted and made effective this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
[Client name]

**BIDWORKZ, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_  
Printed Name (Officer Title)

\_\_\_\_\_, \_\_\_\_\_  
Printed Name (Officer Title)