

AGREEMENT  
(Independent Contractor)

DATED: \_\_\_\_\_

PARTIES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

“Company”

Automated Platting LLC., an Arizona corporation  
6245 N. 24<sup>th</sup> Parkway, Suite 106  
Phoenix, Arizona 85016

"Contractor"

WHEREAS, Company is a profit corporation organized in the State of \_\_\_\_\_, and

WHEREAS, Contractor has, or if any entity, has agents, servants and employees with experience and expertise in certain areas of business being conducted by Company, and

WHEREAS, Company desires to enter into an agreement with Contractor and Contractor desires to enter into an agreement with Company,

NOW, THEREFORE, in consideration of the covenants herein contained, the parties agree as follows:

1. DESIGNATION: Company, during the term hereof, designates Contractor as one of its several contractors for Company.

2. CONTRACTOR SERVICES: During the term of this Agreement:

A. Contractor shall perform mapping work for Company when directed by the President or authorized representative for Company by written work order which shall specify the work to be performed pursuant to its prevailing rates at the time the work is performed. Contractor's current rates are set forth in Appendix 1 but same may be amended from time to time without notice. Contractor's rates are published and can be viewed on its web page at [automatedplatting.com](http://automatedplatting.com) under Services and Costs.

B. Contractor shall perform mapping work for Company according to the performance standards to be set forth in Form Sets "CL1", "CL2", "CL3", "CL4", "LV", and "LVP" to be dated and signed by both parties for said work order.

C. Company may, through its President or authorized representative, enter into separate contracts with Contractor to perform consulting services in the development of Company's software programs.

D. Company may, through its President or authorized representative, enter into separate contracts with Contractor to perform consulting services in the development of Company's business or training Company's personnel.

3. TERM: The term of this Agreement shall commence upon the date hereof and continue indefinitely until canceled by either party upon thirty (30) days written notice to the other party.

4. COMPENSATION: Company agrees to pay to Contractor all sums due for services rendered pursuant to this Agreement on or before thirty (30) days after the date invoiced to Company by Contractor. In the event the payment is not made on or before the thirty (30) day period following invoice date, such payment shall bear interest at the rate of two percent (2%) for each full or fractional month said invoice remains unpaid but from the date of the invoice.

5. INDEPENDENT CONTRACTOR: Contractor shall perform this Agreement in a professional and reasonable manner as Independent Consultant and not as agent, employee, partner or representative of Company. In performance hereof, Contractor shall use its time, skill, knowledge and efforts in the manner it deems advisable, subject to the general supervision of the performance hereunder by Company.

6. LIMITATION OF LIABILITY: In performing services for Company, Contractor's sole liability for errors or omissions caused by Contractor shall be either to correct such error or omission without further cost or expense to Company if same can be corrected and, if not correctible, refund of the monies paid for the work deemed to be in error. IN NO EVENT WILL COMPANY HAVE ANY OTHER RECOURSE AGAINST CONTRACTOR NOR WILL CONTRACTOR BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY CONSEQUENTIAL OR SECONDARY DAMAGES, OR ANY OTHER DAMAGE, EXPENSE OR COST SUFFERED BY COMPANY.

7. TAXES, UNEMPLOYMENT INSURANCE, ETC.: Contractor shall be responsible for and shall indemnify and hold harmless Company from and against filings, withholdings, payments, taxes, penalties and interest regarding Federal, State and local taxes, Social Security, Unemployment Insurance, Worker's Compensation, licenses, permits, and the like, in connection with the performance hereof Contractor agrees to execute and deliver to Company a tax form W-9 when requested by Company and acknowledges that Company will issue a form 1099 each year to Contractor.

8. AUTHORITY OF CONTRACTOR: Except as otherwise expressly agreed in writing by the parties hereto, Contractor is not authorized to make, alter or discharge contracts, nor to incur any liability or expense whatsoever on behalf of Company, nor is Contractor authorized to bind Company in any manner whatsoever.

9. NO ASSIGNMENT: This Agreement is personal to each of the parties hereto, and no party may assign or delegate any of its rights or obligations hereunder without first obtaining the written consent of the other party.

10. AMENDMENTS: No amendments or additions to this Agreement shall be binding unless in writing and signed by all parties.

11. APPLICABLE LAW: This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance, jurisdiction or otherwise, by the laws of the State of Arizona.

12. NOTICE: Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, delivered personally or sent registered or certified mail to the party's address appearing under its signature hereto, or such other address given by the party to the other for the purpose of notices.

13. PARAGRAPH HEADINGS: The paragraph headings used in this Agreement are included solely for convenience and shall not affect or be used in connection with the interpretation of this Agreement.

14. ATTORNEY'S FEES AND COSTS: In case any party hereto shall institute any suit against any other party for violation of any of the covenants or conditions of this Agreement or should intervene in any action or proceeding wherein any other party is a party, in order to enforce or protect any interest or rights hereunder or proceed in any bankruptcy action or probate proceeding to enforce or protect any interest or rights hereunder, the party prevailing in any such action or proceeding shall receive from the other party a reasonable attorney's fees, to be fixed by the Court in such action.

15. BINDING EFFECT: This Agreement shall be binding upon Company, its permitted successors and assigns, and Contractor, its permitted successors and assigns.

16. SOLE AGREEMENT: This Agreement shall supersede all prior Agreements and understandings between the parties respecting the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year written above:

“CONTRACTOR”

"COMPANY"

Automated Platting, LLC., an Arizona  
Corporation  
20-8043435

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

By: \_\_\_\_\_  
DAVID LUCAS  
Its: President

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Title

ADDRESS:

ADDRESS:

6245 N. 24th Parkway  
Suite 106  
Phoenix, AZ 85016

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

## **APPENDIX I**

(a) **Final Plat Basefile Creation:**

\$20.00 for each lot and tract but not less than \$500.00 to be performed pursuant to Form Sets "CL1", "CL2", "CL3" and "CL4" which include mathematically validated boundary, ROW, centerline and lot line linework, including annotation sets but excluding Final Draft items.

(b) **Final Draft:**

Finalize Final Plat basefile for sheet production, including the addition of Form Set "CL3" items such as sight and P.U.E. easements, tract and street dimensions, and 'polishing' the appearance of all final plat annotation at \$5.00 for each lot and tract but not less than \$200.00 pursuant to the direction of the President or authorized representative.

(c) **Produce Final Plat Closures & Annotation using Client-Supplied Linework:**  
*(Pursuant to "LV" and "LVP" Form Sets)*

\$10.00 for each lot and tract but not less than \$250.00 which includes mathematically validated boundary, ROW, centerline and lot line linework, including annotation sets, but excluding Final Draft items, and excluding the validation of all items defined in Form Sets "CL2" or "CL3".

(d) **Miscellaneous Consulting Services:**

Miscellaneous consulting services and basefile linework updates shall be at the rate of \$65.00 for each hour pursuant to the direction of the President or authorized representative.

Initials and Date:

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