

AGREEMENT FOR SERVICE

THIS AGREEMENT FOR SERVICE (this "Agreement") dated this 2nd day of December, 2015

BETWEEN

Madison County Tax Collector
P.O. Box 113
Canton, MS 39046-0113
(the "Customer")
OF THE FIRST PART

- AND -

Diversified Companies, LLC of 3721 Powers Court, Chattanooga, Tennessee, 37416
(the "Service Provider")
OF THE SECOND PART

BACKGROUND:

- A. The Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services to the Customer.
- B. The Service Provider is agreeable to providing such services to the Customer on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

Services Provided

1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of Production notices, Warehousing, shipping and mailing of materials. The Services will also include any other tasks which the parties may agree on. The Service Provider hereby agrees to provide such Services to the Customer.

Term of Agreement

2. The term of this Agreement will begin on the date of this Agreement and will remain in full force and effect for 12 months from the date of the Agreement, subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.
3. In the event that either party wishes to terminate this Agreement, that party will be required to provide a notice period of 90 days.

4. Except as otherwise provided in this Agreement, the obligations of the Service Provider will terminate upon the earlier of the Service Provider ceasing to be engaged by the Customer or the termination of this Agreement by the Customer or the Service Provider.

Performance

5. The parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Compensation

6. For the services rendered by the Service Provider as required by this Agreement, the Customer will pay to the Service Provider compensation on the following basis:

Cost would be .07 cents per postcard for printing and .26 per postcard for all mailing services. There is not set up charge for tag renewal files. There will be no charge for changes or additions made to the design or wording involved in the preparation for mailing notices. Any shells that have been pre-authorized to store on hand for processing must be used prior to changes being made for the next printing of the shell for processing.

7. Postage will be kept in an escrow account with a threshold amount to ensure no delays in processing or mailing the notices.
8. This compensation for services will be payable upon completion of the agreed to services.
9. The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law.

Confidentiality

10. The Service Provider agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information with respect to the business of the Customer, which the Service Provider has obtained, except as may be necessary or desirable to further the business interests of the Customer. This obligation will survive indefinitely upon termination of this Agreement.

Non-Solicitation

11. Any attempt on the part of the Service Provider to induce to leave the Customer's employ, or any effort by the Service Provider to interfere with the Customer's relationship with its employees or other service providers would be harmful and damaging to the Customer. Customer also agrees to not employ, nor solicit Service provider's employees while engaged in this agreement and for a period of 1 year after termination of this agreement.
12. The Service Provider agrees that during the term of this Agreement, the Service Provider will not in any way directly or indirectly:

- a. induce or attempt to induce any employee or other service provider of the Customer to quit employment or retainer with the Customer;
- b. otherwise interfere with or disrupt the Customer's relationship with its employees or other service providers;
- c. discuss employment opportunities or provide information about competitive employment to any of the Customer's employees or other service providers; or
- d. Solicit, entice, or hire away any employee or other service provider of the Customer.

Ownership of Materials

13. All materials developed, produced, or in the process of being so under this Agreement, will be the property of the Customer. The use of the mentioned materials by the Customer will not be restricted in any manner.
14. The Service Provider may retain use of the said materials and will not be responsible for damages resulting from their use for work other than services contracted for in this Agreement.

Return of Property

15. Upon the expiry or termination of this Agreement, the Service Provider will return to the Customer any property, documentation, records, or confidential information which is the property of the Customer.

Assignment

16. The Service Provider will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.

Capacity/Independent Contractor

17. It is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee in providing the Services under this Agreement. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Modification of Agreement

18. Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Notice

19. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the parties of this Agreement as follows:

- a. Madison County Tax Collector
P.O. Box 113
Canton, MS 39046-0113
Kay Pace kpace@madison-co.com

- b. Diversified Companies, LLC
3721 Powers Court,
Chattanooga, Tennessee, 37416
Email: jdawson@divcompanies.com

or to such other address as to which any Party may from time to time notify the other.

Costs and Legal Expenses

20. In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

Time of the Essence

21. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Entire Agreement

22. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Limitation of Liability

23. It is understood and agreed that the Service Provider will have no liability to the Customer or any other party for any loss or damage (whether direct, indirect, or consequential) which may arise from the provision of the Services.

Indemnification

24. The Service Provider will indemnify and hold the Customer harmless from any claims against the Customer by any other party, arising directly or indirectly out of the provision of the Services by the Service Provider.

Enurement

25. This Agreement will enure to the benefit of and be binding on the parties and their respective heirs, executors, administrators, successors and permitted assigns.

Currency

26. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in United States dollars.

Titles/Headings

27. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement.

Gender

28. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

29. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Mississippi, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

30. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

31. The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the parties have duly executed this Service Agreement this 2nd day of December 2015.

SIGNED, SEALED AND DELIVERED
in the presence of

Diversified Companies, LLC

Per: _____ (Corp seal)

Witness

Madison County Tax Collector

Per: _____ (Corp seal)

Myrtle Rayburn

Witness

