

LANCE PROJECT MANAGER CONTRACT AGREEMENT

Location: _____ Contract Number: _____

PARTIES TO THE AGREEMENT:

Client Name: _____

Client Address: _____

Project Manager Name: _____

Project Manager Address: _____

RECITALS:

WHEREAS, the Client desires to retain the services of the Project Manager to provide professional management services for the Lance Project (the "Project"); and WHEREAS, the Project Manager agrees to provide such services under the terms and conditions set forth in this Agreement.

1. ENGAGEMENT AND SERVICES:

The Client hereby engages the Project Manager, and the Project Manager accepts the engagement, to perform the services described in Exhibit A attached hereto and incorporated herein by reference (the "Services"). The Project Manager shall exercise the degree of skill and care ordinarily exercised by professionals performing similar services under like conditions.

2. TERM:

This Agreement shall commence upon execution by both parties and shall continue until completion of the Services, unless earlier terminated pursuant to Section 9 of this Agreement.

3. COMPENSATION:

The Client shall pay the Project Manager as compensation for the Services the amount and according to the schedule set forth in Exhibit B attached hereto and incorporated herein by reference. All payments shall be made within 30 days of receipt of invoice. Late payments shall incur interest at the maximum rate permitted by law.

4. PROJECT MANAGER'S DUTIES:

The Project Manager shall: (a) coordinate all aspects of the Project; (b) supervise subcontractors and vendors; (c) provide regular progress reports to the Client; (d) comply with all applicable laws, codes, and regulations; and (e) exercise reasonable care, skill, and diligence in the performance of the Services.

5. CLIENT'S RESPONSIBILITIES:

The Client shall: (a) provide full information regarding the Project; (b) timely approve all submissions and decisions; (c) provide access to the Project site as required; and (d) fulfill all payment obligations under this Agreement.

6. INDEPENDENT CONTRACTOR:

The Project Manager is an independent contractor and shall not be deemed an employee, agent, or partner of the Client. The Project Manager shall be solely responsible for all taxes and benefits relating to its employees and subcontractors.

7. CONFIDENTIALITY:

The Project Manager agrees to keep confidential all proprietary or confidential information received from the Client during the term of this Agreement and not to disclose such information to any third party without prior written consent, except as required by law.

8. INTELLECTUAL PROPERTY:

All materials, reports, and deliverables produced by the Project Manager in connection with the Services shall be the sole property of the Client. The Project Manager shall retain no ownership, interest, or rights therein, except as otherwise agreed in writing.

9. TERMINATION:

Either party may terminate this Agreement upon 10 days' written notice to the other party. Upon termination, the Project Manager shall be entitled to payment for Services performed through the date of termination. Sections 5, 6, 7, 8, 9, 10, and 11 shall survive termination.

10. INDEMNIFICATION:

The Project Manager shall indemnify and hold harmless the Client from and against any claims, damages, liabilities, costs, and expenses arising out of the Project Manager's gross negligence or willful misconduct in the performance of the Services.

11. INSURANCE:

The Project Manager shall maintain insurance coverage including general liability, workers' compensation, and professional liability insurance in amounts customary for the industry and shall provide certificates of insurance upon request.

12. GOVERNING LAW AND DISPUTE RESOLUTION:

This Agreement shall be governed by the laws of the State of _____ without regard to conflicts of law principles. Any disputes arising under this Agreement shall be resolved by binding arbitration under the rules of the American Arbitration Association in _____ County, _____. EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT.

13. ENTIRE AGREEMENT:

This Agreement, together with all exhibits and attachments, constitutes the entire agreement between the parties and supersedes all prior negotiations and understandings. No modification shall be effective unless in a signed writing by both parties.

14. SEVERABILITY:

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect and the invalid provision shall be replaced by a valid provision that most nearly reflects the parties' intent.

15. NOTICES:

All notices under this Agreement shall be in writing and deemed given when delivered personally, by nationally recognized overnight courier, certified mail return receipt requested, or by electronic means capable of confirming receipt, to the addresses set forth above or as otherwise designated by notice.

CLIENT SIGNATURE

PROJECT MANAGER SIGNATURE

Signature: _____

Signature: _____

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