



[REVERSE SIDE]

P.I. Signature: _____	Date _____
UAS, INC. Signature: _____	Date _____

For Emergency Use Only

<b>CHECK DISTRIBUTION:</b>
_____, pick up From: _____ (3 letter initials)
By: _____

Shaded areas to be completed by UAS, INC. staff only.

VENDOR ID NUMBER	P.O. NUMBER
VENDOR INVOICE DATE	CHECK DUE DATE
VENDOR INVOICE NUMBER (15 Characters, may only use once):	

**TERMS AND CONDITIONS**

1. Contractor understands and agrees that all services provided pursuant to the agreement, whether by Contractor or Contractor's employees or agents, shall be provided on an independent contractor basis. Contractor shall determine the method, manner, details, and means of performing the above-described services. UAS, Inc. shall have no right to control the manner or to determine the method of accomplishing Contractor's services, and shall not attempt to do so. UAS, Inc. reserves the right to specify the results to be achieved under this agreement. No work, act, commission, or omission by Contractor, Contractor's employees or agents, or by UAS, Inc. shall be construed to make Contractor, or Contractor's employees or agents, employees of UAS, Inc.
2. Contractor shall make every effort to provide the highest quality services pursuant to this agreement. Contractor agrees to maintain in good order Contractor's professional and/or business licenses, permits, certifications and insurance coverages, and to abide by all legal and ethical requirements applicable to Contractor's profession and/or business. Contractor agrees that all services provided under this agreement shall be in accordance with currently approved methods and practices of Contractor's profession and/or business.
3. Contractor shall furnish and be solely responsible for all equipment and supplies that may be necessary to perform Contractor's services under this agreement. Contractor shall be solely responsible for the proper maintenance and care of Contractor's equipment, and Contractor shall immediately remedy and repair any defects in such equipment. Contractor agrees to indemnify UAS, Inc. against any losses or liability that may be attributable to Contractor's equipment.
4. The fee to be paid to the Contractor, as set forth in this agreement, shall be full compensation for all services provided by Contractor or Contractor's employees or agents pursuant to this agreement, CONTRACTOR SHALL NOT BE ENTITLED TO PAYMENT UNTIL CONTRACTOR HAS SUBMITTED AN ITEMIZED INVOICE AND STATEMENT TO UAS, INC. CERTIFYING THAT ALL SERVICES DESCRIBED IN THE INVOICE HAVE BEEN COMPLETED IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. UAS, Inc. shall not be liable to Contractor for any expense incurred by Contractor in conducting Contractor's own business, or in providing services to UAS, Inc. under this agreement, except as otherwise expressly approved in writing UAS, INC. prior to Contractor incurring the expense.
5. Contractor may, at Contractor's own expense, employ assistants as Contractor, in its sole judgment, deems necessary to perform the services required of Contractor by this Agreement. UAS, Inc. shall not have any authority to control, direct, or supervise Contractor's assistants or employees. Any person employed by Contractor to assist Contractor's rendition of services to UAS, Inc. shall be the employee of Contractor only, and shall be so advised by Contractor upon hire. Contractor agrees to indemnify UAS, Inc. and hold it harmless for any and all claims against UAS, Inc. arising out of Contractor's employment of employees or others. Contractor assumes full and sole responsibility for the payment of all compensation and expenses of such assistants and for all state and federal Income tax, unemployment insurance, social security, workers' compensation insurance, disability insurance, or other applicable tax payments and withholdings, if any. Proof of insurance coverage will be furnished by Contractor to UAS, Inc. upon request.
6. Except for federal and California Income tax that UAS, Inc. may be required to withhold, Contractor agrees that it will be responsible for paying all taxes including, but not limited to, federal and state Income taxes, social security taxes, unemployment insurance contributions, state disability insurance contributions, workers' compensation insurance contributions, and/or, if desired, health insurance for Contractor and/or Contractor's employees. Contractor warrants that it is now in compliance and hereby promises to continue to comply with all tax withholdings, filing and payment obligations imposed on Contractor as an independent contractor and/or an employer. Neither Contractor nor Contractor's employees shall be eligible for any benefits provided by UAS, Inc. to its employees.
7. Contractor agrees to indemnify and hold UAS, Inc. and UAS, Inc.'s officers, directors, employees, and volunteers harmless for and against any and all claims, demands, judgments, damages, liabilities, costs and fees, including

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reasonable attorneys fees, relating in any way to or arising in any way from any act, failure, or service by Contractor, or Contractor's employees, or agents of Contractor's under this agreement.

8. Either party may terminate this Agreement at any time for any reason upon seven (7) days written notice to the other. Alternatively, this Agreement shall automatically terminate on the occurrence of any of the following events: (a) The occurrence of circumstances that make it impossible or impracticable for the business of UAS, Inc. , as it relates to the services provided by Contractor, to continue; (b) Contractor's (i) commission of any act of dishonesty; (ii) unauthorized disclosure of confidential information relating to UAS, Inc. , its employees or customers; (iii) death or continued Incapacity to fully perform duties; (iv) breach of duty, carelessness or misconduct in the performance of Contractor's duties; (v) conviction of a violation of law; (vi) unjustifiable neglect of the duties contemplated hereunder; or (c) Any other act or omission by Contractor which in the opinion of UAS, Inc. has a direct adverse impact upon UAS, Inc.
9. Contractor covenants and agrees to regard and preserve as confidential all proprietary information and trade secrets that may be obtained by Contractor in the course of Contractor's performance under this agreement. Contractor shall not utilize such proprietary information or trade secrets for any purpose. Any report, survey, software, or other product developed by Contractor for the purpose of providing any services Incident to this agreement is deemed the property of UAS, Inc, and shall not be used in any manner by Contractor unless authorized in writing by UAS, Inc. Breach of this provision will make this agreement voidable at the option of UAS, Inc, and Contractor shall be liable for any damages Incurred by UAS, Inc. as the result of such breach. Contractor further warrants that any material produced by Contractor hereunder shall be original except for such portion from copyrighted works as may be Included with the permission of the copyright owners thereof, that said material shall contain no libelous or unlawful statements and will not infringe upon any copyright, trademark, patent, statutory or other proprietary rights of others, and that Contractor will hold UAS, Inc. , its directors, officers, and employees harmless from any costs, expenses or damages resulting from any breach of this warranty.
10. Neither this agreement, nor any duties or obligations hereunder, shall be assignable by Contractor without prior written authorization from UAS, Inc.
11. This document constitutes the entire agreement of the parties with respect to the subject matter herein and supersedes any other express or implied oral and written agreements between the parties. Other than as expressly set forth herein, the parties hereto expressly acknowledge that there are no other verbal or written promises, terms, conditions, or representations regarding any matter relevant hereto including, by way of example, the scope of Contractor's duties, the amount of Contractor's compensation or the duration of this agreement. This Agreement shall not be modified, extended or supplemented in any manner, except by a subsequent written contract signed by both Contractor and UAS, Inc.
12. In executing this agreement, Contractor certifies that Contractor is not an employee of the Federal Government or an employee of any other project sponsored by a federal agency, and that Contractor shall not receive dual compensation for the services provided under this agreement.

DATE: \_\_\_\_\_ CONTRACTOR SIGNATURE \_\_\_\_\_