

MANASTASH MAPPING L.L.C.

AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 20____ by and between Manastash Mapping L.L.C. and _____ (hereinafter referred to as “Client”) upon the following terms and conditions:

1. **SERVICES:** Manastash Mapping agree to perform the following services for Client:

2. **PAYMENT TERMS:**

2.1 Manastash Mapping shall bill \$35 for the first custom map of a single property and \$10 for additional maps of the same property. Manastash mapping will treat multiple properties in a single development (vacant lot or subdivision) as a single property for billing purpose. For maps created for showings, Manastash Mapping will charge \$35 for the first map for a single client, and \$10 for each additional map sheet for the same client – a map sheet can contain up to four windows with separate map views.

2.2 Property locations are based on the county tax parcel. Clients should provide the parcel number/s with their order. Manastash Mapping can look up the parcel number from the address or property description for a fee of \$5/property.

2.3 Payment is due within ten (10) days of receipt of the billing.

3. **OWNERSHIP:**

3.1 Client shall retain all rights to maps produced pursuant to this Agreement. The maps are created with public data and can be used for any purpose without restriction.

4. **ASSIGNMENT:** This Agreement shall not be assigned without the written consent of all parties.

5. **MISCELLANEOUS PROVISIONS:**

5.1 This Agreement shall be binding and inure to the benefit of the parties hereto and their respective, heirs and successors.

- 5.2 If either party shall default under this Agreement, the non-defaulting party shall have the right, at the defaulting party's expense, to retain an attorney or collection agency to make any demand, enforce any remedy, otherwise protect or enforce its rights under this Agreement. The defaulting party hereby covenants and agrees to pay all costs and expenses, lien search expense, and reasonable attorney's fees (with or without arbitration or litigation), and the failure of the defaulting party to promptly pay the same shall cause a failure of cure of the specified default and shall in itself constitute a further and additional default.
- 5.3 In the event either party hereto institutes any action (including arbitration) to enforce the provisions of this Agreement or any cause arising out of this Agreement, the prevailing party in such action shall be entitled to reimbursement by the losing party for all of its court costs and reasonable attorney fees and costs, including costs of appeal, normally charged or advanced by such attorneys for items such as reports, photocopies, telephone tolls, mileage, travel, boarding, expert fees, accounting fees or other such costs.
- 5.4 The venue of any action instituted hereunder shall be Kittitas County, Washington.
6. **Notices.** All notices by either party to the other shall be made to the locations indicated herein or such other address as the party may from time to time designate in writing to the other Party to this Agreement, by depositing such notices in the certified mail of the United States of America, and such notice shall be deemed to have been served on the date of such depositing in the certified mail unless otherwise provided.
7. **Partial Invalidity.** If any term or condition of this Agreement or the application thereof to any person or events shall to any extent be invalid and unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to person or events other than those to which it is held invalid or unenforceable, shall not be affected and each term, covenant and condition this Agreement shall be valid and be enforced to the fullest extent permitted by law.
8. **Entire Agreement.** This agreement constitutes the entire agreement between the parties, oral agreements in conflict with any of the terms of this Agreement shall be without force and effect.
9. **DISCLAIMER:** Manastash Mapping does not guarantee the data and provides the data as is. The data should be used with caution and should not be taken as an authoritative description of land boundaries or other uses. Manastash Mapping utilizes data and

information from outside public sources and has no way to verify the accuracy of said data. Manastash Mapping makes no warranties, expressed or implied, regarding the data provided, its use or its interpretation. Manastash Mapping is not liable to users of this data, or any other party, for any loss or damages, consequential or otherwise. It is the responsibility of the Client to determine proper uses for the data. The features are not at a survey scale and are not complete.

10. **INDEMNITY**. Client agrees to indemnify and hold harmless Manastash Mapping L.L.C., of and from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of or relating to the work of Contractor.

Signed as of the first date written above:

Manastash Mapping L.L.C
3520 Hanson Rd
Ellensburg, WA 98926

By: _____
Jennifer Hackett, Owner

By: _____