

AERIAL ORTHOPHOTOGRAPHY SERVICES AGREEMENT

THIS SERVICE AGREEMENT dated this 1st day of January, 2024 between:

Bexar Appraisal District, 411 N. Frio, San Antonio, Texas 78207
(the "Customer")

- and -

(the "Service Provider")

BACKGROUND:

The Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services in connection with the business of the Customer.

The Service Provider is agreeable to providing such services to the Customer, on the terms and conditions as 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:

PERFORMANCE OF SERVICES:

Engagement

The Customer hereby agrees to engage the Service Provider to provide the Customer with aerial orthophotography services, according to the proposal specifications (see RFP NO: AERIAL2023).

Term of Agreement

The term of this Agreement will begin on the date that it is signed by the Chief Appraiser or the Deputy Chief Appraiser of the Bexar Appraisal District and will remain in full force and effect for a period of twelve (12) months with the said term being capable of extension by mutual written agreement of the parties.

Performance

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

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Compensation

For the Services provided by the Service Provider under this Agreement, the Customer will pay to the Service Provider compensation when invoiced, not to exceed a total of \$ _____ for the Term of this Agreement.

Assignment

This Agreement is a personal one, being entered into in reliance upon and in consideration of the personal skill and qualifications of the Service Provider. The Service Provider will not voluntarily or by operation of law assign or otherwise transfer the obligations incurred pursuant to the terms of this Agreement without the prior written consent of the Customer.

Capacity/Independent Contractor

It is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee in providing the Services hereunder. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership, joint venture, or any other business arrangement between them.

Modification of Agreement

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.

Entire Agreement

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

Severability

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.

Termination

The Customer has the right to terminate the Agreement, with or without cause, at any time by providing written notice thirty (30) days before the termination date to the Service Provider. The notice must be sent by United States certified mail, return receipt requested. The Service Provider will discontinue provisions of security guard services at that time and no invoices sent to the Customer after the termination will be paid.

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Additional Clauses

The Customer has the right to void this contract at any time by providing written notification to vendor.

Governing Law

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 Texas, without regard to the jurisdiction in which any action or special proceeding may be instituted.

CUSTOMER: Bexar Appraisal District

Signed: _____ (Authorized Signature)

Dated: _____

SERVICE PROVIDER: _____

Signed: _____ (Authorized Signature)

Dated: _____

