

CFDA MEMBER SERVICE ORDER



Please return
signed form to: **Bill Whitaker** | 310-709-8078 | bill@gotsafety.com
Billing/Corporate | 2460 W. Hwy 56, Ste. 6, Cedar City, UT 84720
Office 844-510-7233 ext. 124 | **Fax** 435-383-1701

Date:

Safety Partner: **CFDA**

Invoice #

COMPANY NAME:	
Address:	
Company Phone:	Type of Business:
Contact Name:	Contact Email:
No. of Employees:	No. of Facilities:
OSHA program documentation? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, for how many locations if 2+, list in notes below	

Onsite Services:	<input type="checkbox"/> Plan A	<input type="checkbox"/> Plan B	<input type="checkbox"/> Plan C	<input type="checkbox"/> Plan D	<input type="checkbox"/> Remote Only
No. of Visits Per Year:	16 Visits (\$450/mo)	8 Visits (\$350/mo)	4 Visits (\$250/mo)	2 Visits (\$150/mo)	0 Visits (\$90/mo)

Online Services:	<input type="checkbox"/> 1-200	<input type="checkbox"/> 201-350	<input type="checkbox"/> 351-500	<input type="checkbox"/> 500+
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All services include the following:

- Over 1,500 bilingual Safety lessons (available in English & Spanish PDF).
- Electronic record keeping and lesson sign offs on PC and mobile app.
- Access to our Resource tab, which includes: free posters, OSHA forms, & 300 Logs.
- Repository tree: Users can upload Company documents, such as safety data sheets, PDF's and other files.
- Unlimited 24/7 Customer, Tech, & System Support.
- Comprehensive expert defense involving unsettled Cal/OSHA citations and violations

NOTES: (If documentation is purchased for multiple locations, please indicate unique addresses below for each location.)

I understand and agree to the services listed herein above. By signing hereunder, I acknowledge that this Service Order does not constitute a long term or contractual agreement of any kind, and warrant that I am authorized to sign this Service Order on behalf of the Company. Please return signed form to Bill@GotSafety.com

Signature: _____ Date: _____

Print Name: _____ Position: _____

1. DEFINITIONS. "Company" is the entity listed as company on the Service Order ("SO"). "Service Provider" means, Gotsafety, LLC, a Utah limited liability company. These Terms and Conditions are the "T&Cs" and govern the SO. "Services" means the services that Service Provider shall provide to Company under the SO. A "party" means Company or Service Provider, and the "parties" means Company and Service Provider.

2. ACCEPTANCE OF SO. The SO shall become a binding contract when Company returns an executed SO to Service Provider. Company agrees to these T&Cs upon execution of the SO.

3. CHANGES TO SO. No additions, deletions or substitutions to the SO shall be made except pursuant to an amended SO signed by Company and Service Provider.

4. NOTICE. All notices related to the SO shall be in writing. Notices to Company shall be addressed to Company's address listed in the SO. Notices to Service Provider shall be addressed to 2460 W. Highway 56, Suite 6, Cedar City, Utah 84720, Attn: Michael Crawley. Notice to Service Provider shall be deemed effectively given on the date it is mailed by registered mail or certified mail, postage prepaid, return receipt requested.

5. WARRANTY. Service Provider warrants that the Services will conform substantially to the SO. To the maximum extent permitted by applicable law, except as expressly stated in this Section, Service Provider makes no other warranties regarding the Services. Without limitation, Service Provider does not guarantee that Company will be in full compliance with the rules and regulations of the Occupational Safety and Health Administration of the State in which the Services are performed ("OSHA") or that Company will be free of any potential safety violations.

. LIMITED SERVICES WARRANTY. As Company's sole and exclusive remedy for Services: Company may reject any Services that fail to conform to the SO by delivering notice to Service Provider as prescribed in these T&Cs, within 30 days of the earlier of the date Company received the Services or the date the Services were to be performed, and at Service Provider's sole expense as Service Provider may elect, (a) cure or re- perform the non-conforming Services, or (b) provide Company with a full refund of the price for such non-conforming Services.

7. TERMINATION OF SO. The SO may be terminated: (a) as required by law or court order; (b) by mutual written agreement of the parties; (c) upon the full performance of the parties of obligations under the SO; (d) by a non-breaching party 15 days after delivering notice of a breach to the breaching party and such breach remains uncured; or (e) by Service Provider, immediately upon notice to Company, for any or no reason.

. PAYMENT TO SERVICE PROVIDER. Company shall pay for Services as and when stated in the SO. Company shall notify Service Provider of any disputed charge of an invoice within 30 days of delivery of such invoice. If Company does not notify Service Provider of any such disputed charges within said 30 day period, Company is deemed to have accepted the invoice as accurate and waives any future right to dispute the invoice or charges set forth therein.

. OWNERSHIP BY COMPANY. The SO shall not be construed as conferring upon one party any right, title, interest in and to, or any license to any intellectual property belonging to the other party as of the date of the SO. Service Provider shall own all intellectual property rights (a) owned by Service Provider on or prior to the commencement of the SO, (b) created, obtained or developed as a result of the Services provided by Service Provider (collectively, the "Developments"), and (c) that constitute derivative works, in whole or in part, of the Developments (collectively, "Derivatives"), and Company assigns to Service Provider all intellectual property rights, including Developments and Derivatives, arising out of the SO to Service Provider.

10. INDEMNIFICATION. Company shall indemnify, defend, and hold harmless Service Provider and its agents, shareholders, directors, officers, members, managers, employees, and representatives (the "Indemnitees") for, from and against all claims, damages and liabilities, including attorneys' fees, arising out of: (a) Company's breach of this Agreement; (b) the violation of law by Company; and (c) Company's unauthorized use of Service Provider's Developments and Derivatives.

11. ASSIGNMENT. Company shall not assign nor delegate any duty or right under the SO without Service Provider's prior written consent.

12. CONFIDENTIALITY. Company shall not disclose to any third party the terms and conditions of the SO, nor shall Company disclose any confidential information of Service Provider, including Service Provider's

know-how, trade secrets, business plans, personnel information, financial information, customer information, computer systems, course information, software source code, system logic and systems, and all proprietary and other information of a confidential nature.

13. INDEPENDENT CONTRACTOR. Nothing in the SO shall be construed as making Company and Service Provider partners, agents, joint ventures or alter egos of each other. Company shall at all times remain an independent contractor. Company shall not obligate Service Provider for any debts or liabilities.

14. LIMITATIONS OF LIABILITY. EXCEPT FOR A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN THE PERFORMANCE OF SERVICES, (A) IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, SAFETY VIOLATIONS, FINES, OSHA PENALTIES, LOSS OF BUSINESS INFORMATION, WHETHER ARISING IN TORT, CONTRACT OR ANY OTHER LEGAL THEORY; AND (B) EACH PARTY'S MAXIMUM CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THE SO WILL BE LIMITED TO THE AMOUNT ACTUALLY PAID OR PAYABLE BY COMPANY TO SERVICE PROVIDER FOR THE SERVICES UNDER THE SO.

15. DISCLAIMERS. TO THE MAXIMUM EXTENT PERMITTED BY LAW: (A) SERVICE PROVIDER MAKES NO PROMISES OR GUARANTEES AS TO (I) THE EFFECTIVENESS OF THE SERVICES OR THAT THE SERVICES WILL BE ERROR-FREE, (II) SERVICE PROVIDER'S ACHIEVING ANY PARTICULAR RESULT IN ITS BUSINESS, AUDITS, OR OTHERWISE AS A RESULT OF THE SERVICES, INCLUDING COMPLIANCE WITH OSHA RULES AND REGULATIONS; (B) SERVICE PROVIDER SPECIFICALLY DISCLAIMS ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTIES REGARDING THE SERVICES, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SERVICE PROVIDER IS NOT A GOVERNMENTAL AGENCY, LAW FIRM, FINANCIAL ADVISOR, OR CERTIFIED PUBLIC ACCOUNTING FIRM, AND THE SERVICES ARE NOT INTENDED TO BE LEGAL ADVICE OR ADVICE TO BE RELIED UPON BY COMPANY OR ANY THIRD PARTY.

16. ENTIRE AGREEMENT. The SO and these T&Cs constitute the entire agreement between the parties with respect to the Services and supersede any and all contracts or understandings by the parties with reference to the subject matter hereof. In the event of a conflict between these T&Cs and any SO, the conflicting terms of the SO shall prevail. No modifications, amendments or supplements to the SO or these T&Cs shall be effective for any purpose unless in writing, signed by each party. In the event that any provision of the SO or these T&Cs is declared void, invalid or unenforceable by a regulatory agency or court of competent jurisdiction, the remainder of the SO and T&Cs shall continue in full force and effect, and the parties shall agree upon a replacement provision, but if they cannot, then such tribunal or court shall determine a replacement provision most closely approximating the replaced provision. Neither party shall be deemed the drafter of the SO or these T&Cs.

17. GOVERNING LAW, VENUE. The SO and these T&Cs shall be governed by the laws of the State of Utah, without regard to its conflict or choice of law provisions. The state and federal courts of competent jurisdiction located in Iron County, Utah will have exclusive jurisdiction over all controversies that may arise under the SO and these T&Cs, and the parties consent to such venue and jurisdiction and waive any claim of inconvenience or otherwise.

18. COUNTERPARTS. The SO may be executed in one or more counterparts, including by electronic signature, and may be exchanged by facsimile or electronic transmission, each of which shall be deemed an original for all purposes.

19. GotSafety provides an onsite bundle service, due and payable every month as long as you are a client. Even if you choose not to schedule a visit, all other services are available to you, and the fee is still due, there are no refunds. All visits must be taken in the time set forth in the S.O. There are no make-up visits.

I have read and hereby agree to bind the Company by the Terms and Conditions provided herein above, and expressly warrant that I have full power and authority vested in me to execute this agreement on behalf of the Company.

For the Company:

I understand and agree to all terms and conditions listed above.

Signature: _____ Date: _____

Print Name: _____

Position: _____