



Free Health Fair
Coordination
218 East 800 South
Orem, Utah 84058
Phone 801.225.2457
Fax 801.225.2537

HEALTH FAIR SERVICES AGREEMENT

This agreement is made and entered into as of the ____ day of ____, 2009, by and between _____ (“Company”), and Health Fairs of Utah.

WHEREAS, Company is desirous of obtaining professional and expert services to provide Health Fair services and vendor relationships , and

WHEREAS, Health Fairs of Utah has the knowledge, skill, experience, diligence and ability to provide or perform expert Services to Company,

THEREFORE, in consideration of the foregoing, the parties, intending to be legally bound, hereby covenant and agree to the following:

1. Health Fairs of Utah is hereby retained by Company and agrees to provide all the services as described below (Services), in accordance with identified schedules and as requested by Company.
 - a. Services to be provided shall consist of identification of Health Fairs vendors, materials to be distributed to company employees, setup of venue for Health Fairs.
2. Health Fairs of Utah agrees to perform the Services to the satisfaction of Company during the term of this Agreement. Health Fairs of Utah warrants to Company that all Services provided will use sound and professional principles and practices in accordance with normally accepted industry standards, and that performance shall reflect Health Fairs of Utah's best professional knowledge, skill and judgment. All Services not conforming to these requirements, including changes in the scope of the project not properly approved and authorized, may be considered defective. Health Fairs of Utah's warranty for defective or negligently performed Services shall be limited to the cost of re-performing such Services.
3. Health Fairs of Utah understands that Health Fair of Utah's status hereunder is that of independent contractor. The Health Fairs of Utah is not considered an employee of Company in the performance of Services and is not entitled to any employee benefits, statutory or otherwise, including, but not limited to, workers' compensation or unemployment compensation.
5. Health Fairs of Utah shall provide the services hereunder in full compliance with all applicable federal, state and local laws and regulations.
7. Health Fairs of Utah agrees that any personal injury to Health Fair of Utah, third parties or any property damage resulting solely from performances of Services hereunder

by Health Fair of Utah shall be the responsibility of Health Fair of Utah. Health Fair of Utah will hold Company harmless from any claims, demands, lawsuits, or award of damages arising out of Health Fairs of Utah's performance of Services, except to the extent such are caused by the sole fault or negligence of Company.

8. Health Fairs of Utah agrees to keep confidential and not to disclose to third parties any information either provided by Company or as witnessed by Health Fairs of Utah in the course of performance of Services pursuant to this Agreement unless the Health Fairs of Utah has received prior written consent of Company to make such disclosure. This obligation of confidentiality does not extend to any information that:

a. was in the possession of Health Fairs of Utah at the time of disclosure by Company, directly or indirectly;

b. is, or shall become, through no fault of Health Fairs of Utah, available to the general public; or

c. is independently developed and hereafter supplied to Health Fairs of Utah by a third party without restriction or disclosure.

9. Health Fairs of Utah shall not make use of Company's trademarks, trade names and service marks nor shall it publicize the Health Fairs of Utah's performance of Services without Company's prior written consent.

10. Health Fairs of Utah agrees that the obligations of Sections 8 and 9 hereof will survive the termination of this Agreement.

11. In the performance of Services, Health Fairs of Utah agrees that Health Fairs of Utah shall not have the authority to enter into any contract or agreement to bind Company and shall not represent to anyone that Health Fairs of Utah has such authority.

12. Health Fairs of Utah represents and warrants to Company that in performing services, Health Fairs of Utah will not be in breach of any agreement with a third party.

13. Health Fairs of Utah may not assign the rights or obligations under this Agreement without Company's prior written consent.

14. This Agreement contains the entire understanding with respect to the subject matter hereof and may not be amended except by a written agreement executed by Health Fairs of Utah and an authorized official of Company.

15. The term of this Agreement shall commence on _____, and continue through the period of _____. It may be extended by written change order beyond such date if Company and Health Fairs of Utah agree to the extension.

16. Any controversy, claim or dispute arising out of or relating to this Agreement or the breach thereof, shall be adjudicated in the Utah County, Utah.

17. Any notices to be given shall be sent first class mail to Company at:

and to Health Fairs of Utah at:

218 East 800 South,

Orem, Utah 84058

18. This Agreement shall be governed by the laws of the State of Utah.

19. Company shall have the right to suspend indefinitely or terminate this agreement for its convenience, in whole or in part, at any time by thirty (30) day written notice. In the event of such termination, Health Fairs of Utah shall promptly comply with the directions contained in such notice and shall, subject to direction, take action as may be necessary to terminate the Services.

20. Performance of this Agreement by each party shall be pursued with due diligence in all requirements hereof; however, neither party shall be liable for any loss or damage for delay or nonperformance due to causes not reasonably within its control. In the event of any delay resulting from such causes the time for performance hereunder shall be extended for a period of time reasonably necessary to overcome the effect of such delays. In the event of any delay or nonperformance caused by such uncontrollable forces, the party affected shall promptly notify the other in writing of the nature, cause, date of commencement thereof and the anticipated extent of such delay, and shall indicate whether it is anticipated that the completion dates would be affected thereby.

IN WITNESS WHEREOF, the parties have set their hands this ____ day of _____,2009.

By: _____ By: _____
(Signature & Date) (Signature & Date)

Name: _____ Name: _____