

# THE SOCIOLOGY CENTER<sup>TN</sup> SERVICES CONTRACT

INSTRUCTIONS: Please read the entire Contract. Signify your acceptance by signing the Client signature block at the end of this document. Mail the completed contract and retainer check to:

The Sociology Center  
P. O. Box 101  
Worthington, KY 41183-0101

THIS CONTRACT PREPARED ON BEHALF OF:

CLIENT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ SOCIAL SECURITY NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

EMPLOYER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

LEGAL REPRESENTATIVE CONTACT INFORMATION

ATTORNEY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

**THE SOCIOLOGY CENTER™**, an Kentucky Sole Proprietorship with its principal place of business in Worthington, Kentucky, hereinafter referred to as the "Center" and the individual whose name and address appear under CLIENT NAME on page one (1) of this Contract, hereinafter referred to as the "Client" agree as follows:

## 1. CLIENT RESPONSIBILITIES

1.1 The Client desires to use services (the "Services") available through the Center pursuant to the terms of this Contract.

1.2 The Client agrees:

- a) to provide legible, true and correct copies of all written documents, electronic or computer files, audio tape recordings, video tape recordings, and any other materials necessary, or the Center shall require, to provide the requested analytical, expert, or other Services;
- b) not to conceal or withhold any information, written documents, electronic or computer files, audio tape recordings, video tape recordings, or other materials when preclusion of access to such information will prevent the Center from reaching objective conclusions in reports or testimony prepared for use in judicial or administrative proceedings;
- c) to schedule and purchase in advance of need any round trip air transportation, reasonable, convenient and secure lodging accommodations, any necessary equipped and supplied local or on-site work space, and ground transportation necessary for the Center to provide any on-site consultations, investigations, research, analysis, or testimony in judicial or administrative proceedings;
- d) to pay the Center \$100.00 per hour for all work required to complete and deliver the Services, including time spent in judicial or administrative proceedings, and to reimburse the Center for all expenses, including any additional temporary or part-time personnel expenses, incurred by the Center in completing and delivering the services requested by the Client;
- e) to pay the Center a retainer equal to twenty (20) hours work, which shall accompany the signed Contract;
- f) to indemnify and hold the Center blameless and harmless for any adverse consequences that result from the Client's failure, or the failure of any other person(s), to provide any written documents, electronic or computer files, audio tape recordings, video tape recordings, or any other materials, sufficiently in advance of judicial proceedings, administrative proceedings, or any other

deadline, for inclusion in any analysis required to provide Services requested by the Client.

1.3 Should any written documents, electronic or computer files, audio tape recordings, video tape recordings, or any other material submitted to the Center for analysis or investigation be classified or illegal to possess, the Client shall provide a proper clearance, court order of immunity or amnesty, or other proof of clearance or immunity authorizing the Center to analyze or investigate the material.

## 2. CENTER RESPONSIBILITIES

2.1 The Center desires to provide Services to the Client based upon application of the Sociology of Knowledge<sup>SM</sup>, a theory of the sociology of knowledge, theoretical models, original research, research methodology, research protocols, instruments, publications, and a social structure and interaction mapping system developed by James Roger Brown which are considered proprietary knowledge, trade secret information or copyrighted material.

2.2 The Center shall submit itemized statements of hours of services performed and expenses incurred during any particular month by the fifth (5th) day of the next succeeding month. The amount billed shall be remitted to the Center not later than the fifteenth (15th) day of the month in which the billing statement is received.

2.3 The Center will use its best efforts to ensure timely delivery of all Services solicited by or on behalf of the Client. However the Center cannot be held liable to the Client or his/her dependents in any manner whatsoever for Services delivery delays or defect:

- (a) due to malice, fraud, deceit, or deception on the part of any individual providing any form of information to the Center;
- (b) negligence or incompetence on the part of any individual providing any form of information to the Center; or
- (c) unforeseen death, injury, or illness occurring to Center staff or employees.

2.4 The Center agrees that any information received during any furtherance of the obligations in accordance with this Contract, which concerns the personal, financial or other affairs of the Client will be treated by the Center in full confidence and will not be revealed to any other persons, firms, organizations, or news media without the approval in writing of the Client, except for such information as becomes public record or public knowledge through introduction as evidence, public proceedings or public statements by any person not employed by the Center.

2.5 The Center will recognize and comply with any and all legal and valid orders of the court which apply to any aspect of the Services requested by the Client, regardless of the jurisdiction.

## 3. NEWS MEDIA, PUBLICATIONS, TELEVISION, AND MOVIES

3.1 The Client recognizes that the Center has developed a theory of the sociology of knowledge, theoretical models, a system of graphically representing social processes, mathematical formulas, research methodology, research protocols, instruments and publications which the Center considers proprietary knowledge, trade secrets, or copyrighted material and agrees not to disclose, discuss, or reveal any such information that they may learn, deduce, or ascertain, unless such information has previously become public knowledge through other documented means and sources.

3.2 THE SOCIOLOGY CENTER<sup>TM</sup> and James Roger Brown shall receive proper credit for any publicity use by the Client of information derived from research methodology, research protocols, social structure or interaction mapping, instruments, publications, or reports developed or produced by the Center or James Roger Brown.

3.3 The Client shall share equally with James Roger Brown, his heirs or assignees, any proceeds or financial gains obtained from movie, book, television, or seminar sales or contracts derived from exploitation of theories, theoretical models, graphic representation systems, mathematical formulas, research methodology, research protocols, instruments, publications or copyrighted material developed by the Center or James Roger Brown. This provision shall not be construed to include monetary awards to the Client from civil proceedings in which the Center or James Roger Brown participated as a consultant or expert witness and was compensated under other provisions of this Contract.

#### 4. TERM OF CONTRACT

4.1 This Contract becomes effective upon verifiable notice of acceptance and payment of a retainer by the Client under an emergency situation, otherwise by delivery to the Center of a retainer and signed Contract which will continue in effect until terminated in accordance with one or more of the following events:

a) conclusion of legal proceedings and any appeals for which the Client has requested Center Services;

b) completion and delivery of a final report, or other action, which completes delivery of the Services requested by the Client;

c) failure by the Client to comply with any of his/her obligations herein. In such case, termination shall become effective immediately upon notification to the Client of failure to comply;

d) bankruptcy, receivership, or reorganization proceedings under bankruptcy or insolvency law, instituted in respect of, consented to, or acquiesced in by the Client;

e) immediately upon the death or incapacity of any person employed or contracted by the Center who, in the sole opinion of the Director, was essential for the successful performance of the Center's obligation under and pursuant to this Contract.

4.2 Upon notification of termination of services the Center shall immediately issue a refund of any unused retainer funds or a final billing invoice for work performed.

4.3 Center billing invoices to the Client shall become due and payable within ten (10) days of receipt. The Center shall apply any unexpended retainer funds to each billing statement in determining the amount due.

4.4 Either party may cancel this Contract with or without cause immediately upon notice to the other party in writing, by certified mail or personal delivery.

4.5 Termination of this Contract in accordance with the events above shall not give rise to the payment by either party of any termination indemnity whatsoever; subject however to each party's right to claim damages for a breach by the other party of its obligations hereunder. This provision shall be construed as a determinant and essential part of this Contract in the absence of which the Center would not have entered into this Contract.

4.6 Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by arbitration in accordance of the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) shall be entered in any court having jurisdiction thereof. For that purpose, the parties hereto consent to the jurisdiction and venue of an appropriate court located in Greenup County, State of Kentucky. In the event that litigation results from or arises out of this Contract or the performance thereof, the parties agree to reimburse the prevailing party reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable.

## 5. INDEPENDENCE OF THE PARTIES

5.1 Client acknowledges that the Center is an independent agent acting in the course of its own business, and that at all times it will organize and operate such business under its own authority and responsibility without limitation. The Center is not obligated to perform the Services requested by the Client in a continuous and exclusive manner and it may carry on other business subject to exercising due diligence in providing Services to the Client.

5.2 The above provision is a determinant and essential part of this Contract in the absence of which the Center would not have entered into this Contract.

## 6. GENERAL

6.1 No cancellation, modification, amendment, deletion, addition, or other change in this Contract or any provision hereof, or waiver of any right or remedy herein provided shall be effective for any purpose unless specifically set forth in writing signed by the party to be bound thereby. Furthermore, no waiver of any right or remedy in respect of any occurrence or event on one occasion shall be deemed a waiver of such right or remedy in respect of such occurrence or events on any other occasion. All Center rights and remedies evidenced hereby are in addition and cumulative to rights and remedies available to the Center at law or under any other contract, instrument or paper. In no event will the Center be liable for special, direct or consequential damages.

6.2 This Contract shall supersede all prior Contracts and understandings between the parties and constitute the entire and exclusive Contract and understanding between the parties regarding the matters herein contained.

6.3 The Center's interest in this Contract may not, voluntarily or involuntarily, be assigned or otherwise transferred in any manner without prior written consent of the Center.

6.4 All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by a competent court, this Contract shall be interpreted as if such invalid agreements or covenants were not contained herein and the remaining provisions hereof shall remain in full force and effect.

6.5 By execution of this Contract with the Center, Client agrees to the jurisdiction of the courts of Kentucky in all matters regarding this Contract. The Center and the Client affirm that it is the intention of the parties that all civil or criminal action, all suits or special proceeding concerning the relationship of the parties, interpretation of or validity of this Contract, or any suit or proceeding to determine any right, privilege or remedy hereunder, or any suit or proceeding to determine any other civil or criminal cause of action between the parties shall be commenced, prosecuted and tried exclusively in the courts of competent jurisdiction in the State of Kentucky.

6.6 The parties hereto agree to give the other written notice of any change of address.

6.7 Prior to initiating legal action against the Center, its Owner or Agents in connection with any civil or criminal action, whether based on contractual or other relationships or disputes between the parties, Client agrees that it will give the Center written notification of a dispute or complaint which shall be sent by certified mail to the Center. Furthermore, Client covenants not to initiate any legal proceedings against the Center, its Owner or Agents until thirty (30) days after the Center has received written

notification of the dispute. Should Client fail to abide by this thirty (30) day notification requirement, Client waives any rights or remedies provided by the law or equity in connection with the dispute or controversy and such act voluntarily breaches and terminates this Contract.

6.7 By signing this Contract, Client acknowledges complete concurrence with all of the foregoing terms and conditions.

Accepted and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
(Signature of Client)

Witness: \_\_\_\_\_  
(Witness for Client)

Accepted and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
(For THE SOCIOLOGY CENTER™)

Witness: \_\_\_\_\_  
(Witness for Center)