

Immigration Case Preparation Agreement

Case Type: Marriage Based Adjustment of Status Petition

THIS AGREEMENT (the "Agreement") dated 4/2/19

BETWEEN

<p style="text-align: center;">CLIENT</p> <p style="text-align: center;">Law Office of Mary Sample, P.C.</p> <hr style="width: 20%; margin: auto;"/> <p style="text-align: center;">(the "Client")</p> <p>Name: Mary Sample</p> <p>Email: mary@samplelaw.com</p> <p>Telephone: 212.333.4444</p> <p>State Bar: New York</p> <p>State Bar #: 11122333</p>
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<p style="text-align: center;">SERVICES PROVIDER</p> <p style="text-align: center;">Immigration Office Solutions, Inc.</p> <hr style="width: 20%; margin: auto;"/> <p style="text-align: center;">(the "Services Provider")</p>
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BACKGROUND:

A. The Client is of the opinion that the Services Provider has the necessary qualifications, experience and abilities to provide services to the Client.

B. The Services Provider is agreeable to providing such services to the Client on the terms and conditions 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 Client and the Services Provider (individually the "Party" and collectively the "Parties" to this Agreement) agree as follow:

SERVICES PROVIDED:

- 1. The Client hereby agrees to engage the Services Provider to provide the Client with the following Services (the "Services"):**
- 2. Service Provider will forward detailed instructions to Client regarding information and documentation needed to prepare the USCIS petitions.**

3. **Upon receipt of said information and documentation, Service Provider will confirm receipt of same and inform client of any deficiencies and how to redress the issue. Specifically, determining if a joint sponsor is required on the case.**
4. **Service Provider will prepare the required USCIS Forms, as applicable to each case: G-28, I-130, I-130A, I-485, I-485 Supplement A, I-765, I-131, I-864, I-864A, I-508 and I-566.**
5. **Service Provider will provide Client with Medical Examination instructions.**
6. **Service Provider will forward Client a Zip File containing:**
 - ✓ **completed USCIS forms;**
 - ✓ **clear instructions where each petition must be signed and dated;**
 - ✓ **copy of the supporting documents required for the filing;**
 - ✓ **detailed filing instructions as well as a USCIS Processing Document which includes a timeline for the USCIS Processing (What's Next: when to expect certain milestones); and**
 - ✓ **A Preparation Packet which contains Interview Preparation Information and sample interview questions.**
7. The Services will also include any other tasks which the parties agree on. The Services Provider hereby agrees to provide such Services to the Client.
8. The Services Provider shall perform the Services to the best of its ability and to a standard of reasonable professionalism within the industry of the Services to be provided.

TERMS OF AGREEMENT:

9. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.
10. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 10 days' written notice to the other Party.
11. In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement immediately and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.
12. This Agreement may be terminated at any time by mutual agreement of the Parties.
13. Except as otherwise provided in this Agreement, the obligations of the Services Provider will end upon the termination of this Agreement.

PERFORMANCE:

1. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.
2. The Services Provider shall devote the required time in order to complete the Services within the time period agreed upon by the Parties.

CURRENCY:

3. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

COMPENSATION:

4. The Services Provider will charge the Client for Services a flat fee as noted in Services Provided (the "Compensation").
5. The Client will be invoiced and is required to pay invoice prior to commencement of services.
6. Invoices submitted by the Services Provider to the Client are due upon receipt.

REIMBURSEMENT OF EXPENSES:

7. The Services Provider will pay all "out-of-pocket" expenses and shall not be entitled to reimbursement from the Client.

PENALTIES FOR LATE PAYMENT:

8. Any late payments will trigger a fee of 5% per month on the amount still owing.

CONFIDENTIALITY:

9. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client, including but not limited to, accounting records, business processes and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
10. The Services Provider agrees that they will not disclose, divulge, reveal, report of use, for any purposes, any Confidential Information which the Services Provider has obtained,

except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

11. All written and oral information and material disclosed or provided by the Client to the Services Provider under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Services Provider.

OWNERSHIP OF INTELLECTUAL PROPERTY:

12. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registration or applications for registration, and right in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
13. The Services Provider may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Services Provider will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

RETURN OF PROPERTY:

14. Upon the expiry or termination of this Agreement, the Services Provider will return to the Client any property, documentation, records or Confidential Information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR:

15. In providing the Services under this Agreement it is expressly agreed that the Services Provider is acting as an independent contractor and not as an employee. The Services Provider and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Services Provider during the Term. The Services Provider is responsible for paying and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Services Provider under this Agreement.

INDEMNIFICATION:

16. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, Contractor agrees to indemnify and hold harmless the Client, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the Contractor, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

ADDITIONAL CLAUSE:

17. Client must provide required information or documentation within 10 days of request by Services Provider.

MODIFICATION OF AGREEMENT:

18. 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.

TIME OF THE ESSENCE:

19. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

20. Either Party shall be excused from any delay or failure in performance required hereunder if cause by reason of any occurrence or contingency beyond its reasonable control, including but not limited to acts of God, acts of war, fire, insurrection, laws proclamations, edicts, ordinances or regulations, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the Parties' respective obligations hereunder shall resume. In the event the interruption of the excused Party's obligations continues for a period of thirty (30) days, either Party shall have the right to terminate this Agreement upon 10 days' prior written notice to the other Party.

ASSIGNMENT:

21. The Services Provider will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT:

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

ENUREMENT:

23. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successor and assigns.

TITLES/HEADINGS:

24. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GENDER:

25. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include feminine and vice versa.

GOVERNING LAW:

26. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to principles relating to conflicts of law. The courts of the State of New York in New York County and the United States District Court for the Southern District of New York shall have exclusive jurisdiction over the Parties with respect to any dispute or controversy between the Parties arising under or in connection with this Agreement and, by execution and delivery of this Agreement the Parties submit to the exclusive jurisdiction of those courts, including but not limited to, the in personam jurisdiction of those courts, waive any objection to such jurisdiction on the grounds of venue or forum non conveniens, or the absence of in personam jurisdiction.

COMPLIANCE WITH LAWS:

27. Services Provider shall, at its own cost and expense, comply with all federal laws, rules, regulations and codes applicable in performance by Services Provider of its obligations under this agreement.

28. Client shall make Services Provider reasonably aware of any other rules and regulations which Client deems necessary to complete the Service.

SEVERABILITY:

29. 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.

WAIVER

30. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

NON-EXCLUSIVITY:

31. The Services Provider reserves the right to enter into and maintain Agreements with other persons/entities to provide similar Services.
32. The Services Provider will notify the Client of its performance of Services for any other person, entity which would conflict with its obligations under the Agreement.
33. Upon receiving such notice, the Client may terminate this Agreement or consent to the Services Provider's outside activities; failure to terminate, this Agreement within seven (7) business days of receipt of written notice of conflict shall constitute the Client's ongoing consent to the Services Provider's outside services.
34. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to principles relating to conflicts of law. The courts of the State of New York in New York County and the United States District Court for the Southern District of New York shall have exclusive jurisdiction over the Parties with respect to any dispute or controversy between the Parties arising under or in connection with this Agreement and, by execution and delivery of this Agreement the Parties submit to the exclusive jurisdiction of those courts, including but not limited to, the in personam jurisdiction of those courts, waive any objection to such jurisdiction on the grounds of venue or forum non conveniens, or the absence of in personam jurisdiction.

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39. The Services Provider reserves the right to enter into and maintain Agreements with other persons/entities to provide similar Services.

40. The Services Provider will notify the Client of its performance of Services for any other person, entity which would conflict with its obligations under the Agreement.

41. Upon receiving such notice, the Client may terminate this Agreement or consent to the Services Provider's outside activities; failure to terminate, this Agreement within seven (7) business days of receipt of written notice of conflict shall constitute the Client's ongoing consent to the Services Provider's outside services.

NOTICE:

All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and/or by electronic mail (E-mail) and delivered to the Parties as the following addresses:

Law Office of Mary Sample, P.C.
mary@samplelaw.com

IOS Inc.
john@immigrationofficesolutions.com

or to such other addresses as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the Postal Service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

IN WITNESS WHEREOF the Parties have executed this Agreement as of **4/2/19**.

CLIENT

Law Office of Mary Sample, P.C.

X _____

By: Mary Sample

Date: 4/2/19

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SERVICES PROVIDER

Immigration Office Solutions, Inc.

X _____

John E. Dorer, President

Date: 4/2/19