





## CONTRACTOR'S NON-NEGOTIABLE AGREEMENT

FCR and the Applicant shown on Page ONE (1) and as approved by FCR, have entered into this Agreement ("Agreement") and shall be bound by the provisions contained herein. In consideration of the mutual promises contained in this agreement, FCR and Applicant agree as follows:

1. **Acceptance:** Applicant has read and understands this Agreement. All terms and conditions proposed by Applicant which are different from or in addition to this Agreement are unacceptable to FCR, are expressly rejected by FCR and waived by Applicant. FCR reserves the right to update and change these Terms and Conditions from time to time upon written notice to Applicant.
  2. **Term:** If approved, this Agreement shall be effective from the date hereof and shall remain in full force and effect for a period of ONE (1) year as the initial term ("Initial Term"), unless sooner terminated as set forth herein. Upon the completion of the Initial Term, unless Applicant furnishes written notice of non-renewal at least THIRTY (30) days prior to completion of the then existing term, this Agreement shall renew automatically for successive additional ONE (1) term ("Renewal Terms") unless and until terminated in accordance with the provisions contained in this Agreement.
  3. **Termination:** Applicant may terminate this Agreement at any time upon not less than thirty (30) days' prior written notice to FCR and will not receive a refund on fees paid. FCR may, at its option, terminate all or any part of this Agreement, at any time by giving written notice to Applicant. Upon termination, FCR shall not be liable for and shall not be required to make payments to Applicant, directly or on account of claims by Applicant. In any event of early termination upon written notice by Applicant.
  4. **Performance:** FCR will provide to Applicant all items ("Materials") for the particular service package purchased by Applicant. FCR shall provide such Materials as soon as reasonably practicable.
  5. **Applicant's Intellectual Property:** Applicant grants permission to FCR to use, post, display and transform for marketing purposes during the term of this Agreement all trademark, copyrights and other intellectual property rights owned by Applicant.
  6. **Warranties:** FCR warrants and represents that all Materials it provides to Applicant are exclusively owned by FCR and do not infringe on any other person's intellectual property rights.
  7. **Indemnification:** Applicant agrees to indemnify and hold harmless FCR and FCR's directors, officers, employees, agents, managers, Applicants, representatives, affiliates, successors and assigns (collectively, the "FCR Indemnified Parties") from and against any and all actions claims, demands, suits, liabilities, losses, damages, obligations, judgments, settlements, costs, and other expenses (including attorneys' fees, paralegals' fees and court costs) incurred or suffered by any of the FCR Indemnified Parties which relate to or arise out of any actual or alleged.
  8. **Limitation Of Liability:** FCR shall not be liable to Applicant or any Applicant Indemnified Party for (i) any incidental or consequential damages of any kind (including, without limitation, lost profits); (ii) any punitive damages arising by virtue of any dealing between the parties; or (iii) any claims or demands against FCR by a third party arising out of, or connected with the Materials, goods or services provided hereunder. FCR's entire liability to Applicant for damages in connection with this Agreement shall not exceed in the aggregate the total contract price paid to FCR under this Agreement.
  9. **No Implied Waiver:** The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect the right of that party to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision. Any waiver of the terms or conditions of this Agreement must be in writing.
  10. **Non-Assignment:** Applicant shall not assign nor delegate its obligations under this Agreement without FCR's prior written consent. FCR may assign this Agreement to any party.
  11. **Relationship of Parties:** FCR's relationship to Applicant is at all times that of an independent contractor. This Agreement in no way creates any agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship between FCR and Applicant.
  12. **Governing Law:** This Agreement shall be treated as though it were executed and performed in Las Vegas, Nevada, United States, and shall be governed by and construed in accordance with the laws of the State of Nevada, United States, without regard to conflict of law principles. In addition, you agree to submit to the personal jurisdiction and venue of such courts.
13. **Arbitration:** Any legal controversy or legal claim arising out of or relating to this Agreement shall be settled solely by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Las Vegas, Nevada, United States, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Either you or we may seek any interim or preliminary relief from a court of competent jurisdiction in the State of Nevada, United States, necessary to protect the rights or property of you and us pending the completion of arbitration. Each party shall bear one-half of the arbitration fees and costs.
  14. **Severability:** If any term or condition of this Agreement is held invalid or unenforceable to any extent or in any application, then such term or condition shall automatically, and without any further action, be reformed so as to retain the fullest extent of any restriction therein permitted by law and the remainder of the Agreement, except to such extent or in such application, shall not be affected thereby, and each and every remaining term and condition of this Agreement shall be valid and enforced to the fullest extent and in the broadest application permitted by law.
  15. **Notices:** Notices may be personally delivered, or sent by certified mail, overnight courier or facsimile to the parties' addresses on the face side of this form, or to such other address as a party may direct in writing.
  16. **Cooperation:** The Applicant agrees to supply FCR with any and all information requested within a timely manner for registration. If the Applicant fails to cooperate with FCR or any of its agents at any time, FCR cannot be held responsible for non-completion of any of the contract terms listed above.
  17. **Entire Agreement/Amendment:** This Agreement (including these Terms and Conditions), together with any specifications, instructions, drawings, samples, descriptions and designs delivered to Applicant by FCR, constitute the entire agreement between Applicant and FCR.
  18. **Refund Policy:** [FederalContractorRegistry.com](http://FederalContractorRegistry.com) offers you a full refund if you cancel your services by 10:00 pm PST, on the same day of your initial transaction. If you cancel after that period but within forty-eight (48) hours from the time you make payment for our Service (Full Refund Period), you will still receive a refund, but minus a fee of \$US 50.00 for minor items, such as credit card processing, postage, and other hard costs. If your request for refund is made after the Full Refund Period, you may be subject to a cancellation fee to cover costs associated with the registration service. If you submit documentation to us but cancel within the Full Refund Period, you may be subject to a cancellation fee. The cancellation fee may be up to the full cost of the service fee, depending on the amount of work performed, resources allocated and other associated costs. By submitting payment to [FederalContractorRegistry.com](http://FederalContractorRegistry.com), you hereby agree to be bound by this refund policy, in addition to the Terms & Conditions posted on [FederalContractorRegistry.com](http://FederalContractorRegistry.com)'s website.
- All refund requests must be made in writing (email strongly preferred). Refund requests must be submitted by one of the following methods: 1) Email to [refunds@ccorca.com](mailto:refunds@ccorca.com) 2) Postal mail to Federal Contractor Registry, 5940 S. Rainbow Blvd., Las Vegas, NV 89118 3) Fax to 202-568-6401. Email/Fax timestamp or postal postmark must be within Full Refund Period to receive a full refund. Refund requests by phone or voicemail will NOT be accepted.
- [FederalContractorRegistry.com](http://FederalContractorRegistry.com) reserves the sole and exclusive right to choose the refund method, which may take the form of a bank-issued check, money order or an electronic refund back to your credit card.
- If, after payment by credit/debit card and the Full Refund Period, you later dispute the charge(s), unless prohibited by law, you agree not to cancel, revoke, charge back, or dispute any previously entered charge on your credit/debit card. If you do so, and it is later determined that the charge was properly authorized, you agree to pay all out-of-pocket fees and costs incurred by [FederalContractorRegistry.com](http://FederalContractorRegistry.com) as a result of the improper cancellation, revocation, charge back, or dispute. If a chargeback is initiated, you also may lose the right to any refund, full or partial, due to the efforts expended on your behalf, including processing and responding to your chargeback request. Moreover, [FederalContractorRegistry.com](http://FederalContractorRegistry.com) reserves the right to seek civil damages and attorneys' fees and/or to report any fraudulent activity as warranted.