PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is between the **Office of the Indiana Attorney General** (hereinafter the "State") and **Jonelis Law Office Management, LLC**, whose address is 9337 Calumet Avenue, Suite D, Munster, IN 46321 (hereinafter "Contractor").

WITNESSETH

WHEREAS, the State has employed a Deputy Attorney General who is a resident of Lake County, Indiana and performs legal services for the State in Lake County; and

WHEREAS, the State needs to provide office space and administrative and office support for said employee; and

WHEREAS, Contractor is in the business of providing business support services and has office space and administrative staff which it is willing to make available to the State.

NOW THEREFORE, in consideration of the premises and the mutual promises herein contained, the State and the Contractor agree as follows:

1. Duties of Contractor. Contractor shall provide the office space (the "Office Space") and administrative support services (the "Support Services") set forth on Exhibit A, attached hereto and incorporated fully herein.

2. Consideration. Contractor shall be paid four thousand seven hundred twenty-five dollars ($4,725.00) per month for monthly rental and support, as set forth on Exhibit A. Total remuneration under this Agreement shall not exceed one hundred thirteen thousand four hundred dollars ($113,400.00).

3. Term. The term of this Agreement will be from October 2, 2006 to September 30, 2008.

4. Representations and Warranties of Contractor. Contractor represents and warrants to the State that:

(a) Contractor has legal possession of the Office Space;

(b) none of the provisions of this Agreement will cause a breach of any lease, mortgage, or other contractual obligation to which Contractor is a party;

(c) the Office Space, and the building in which the Office Space is located, conform to applicable provisions of the Indiana State Fire and Building Codes, and applicable municipal fire and building codes;

(d) the Office Space and the building in which the Office Space is located, meet all applicable requirements for persons with disabilities in conformance with local, state and federal statutes and regulations, including those current laws and regulations required by the Americans with Disabilities Act, 42 U.S.C. 101, et. *seq*.

5. Access to Records. Contractor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Agreement. Contractor shall make such materials available at its offices at all reasonable times during the term of this Agreement, and for three (3) years from the date of final payment hereunder, for inspection by the State, its agents and designees. Copies thereof shall be furnished at no cost to the State if requested.

6. Assignment. Contractor shall not assign or subcontract the whole or any part of this Agreement without the State's prior written consent. Contractor may assign its right to receive payments to such third parties as Contractor may desire without the prior written consent of the State, provided that Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Agreement and shall not be made to more than one party.

7. Audits. Contractor acknowledges that it may be required to submit to an audit of funds paid through this Agreement. Any such audit shall be conducted in accordance with IC 5-11-1, and audit guidelines specified by the State.

8. Authority to Bind Contractor. Notwithstanding anything in this Agreement to the contrary, the signatory below represents that he/she has been duly authorized to execute contracts on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Agreement fully binding upon the Contractor when his/her signature is affixed hereto.

9. Changes in Scope of Services. In the event the State requires a major change in scope, character or complexity of the services provided hereunder, adjustments in compensation to Contractor shall be determined by the State in the exercise of its reasonable judgment. Contractor shall not provide any additional services or change the scope of services until authorized in writing by the State. No claim for additional compensation shall be made in the absence of a prior written approval executed by all signatories hereto.

10. Compliance with Laws.

A. The Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the contractor is not familiar with these ethical requirements, the contractor should refer any questions to the State Ethics Commission, or visit the State Ethics Commission website at <<<http://www.in.gov/ethics/>>>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the contractor. In addition, the Contractor may be subject to penalties under Indiana Code § 4-2-6-12.

C. The Contractor certifies by entering into this Contract, that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Contractor agrees that any payments currently due to the State may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, Contractor agrees that the State may delay, withhold, or deny work under this Contract and any supplements or amendments.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties.

F. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.

G. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

H. The Contractor affirms that it is properly registered and owes no outstanding reports with the Indiana Secretary of State.

I. Contractor agrees that the State may confirm, at any time, that no liabilities exist to the State, and, if such liabilities are discovered, that State may bar Contractor from contracting with the State in the future, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until the Contractor is current in its payments on its liability to the State and has submitted proof of such payment to the State.

J. As required by IC 5-22-3-7:

(1) the Contractor and any principals of the Contractor certify that (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor: (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

11. Confidentiality of Data, Property Rights in Products, and Copyright Prohibition. The Contractor further agrees that all information, data, findings, recommendations, proposals, etc. by whatever name described and by whatever form secured, developed, written or produced by the Contractor, its agents or employees, in furtherance of this Agreement shall be the property of the State. The Contractor shall take such action as is necessary under law to preserve such property rights in and of the State while such property is within the control and/or custody of the Contractor. By this Agreement, the Contractor specifically waives and /or releases to the State any cognizable property right of the Contractor to copyright, license, patent or otherwise use such information, data, findings, recommendations, proposals, etc.

12. Confidentiality of State Information. Contractor, for itself and on behalf of its agents and employees, understands and agrees that data, materials and information disclosed to Contractor, its agents and employees, may contain confidential, protected or privileged information. Therefore, Contractor covenants and assures that data, material and information gathered by, based upon or disclosed to Contractor, its employees and agents, pursuant to services provided under this Agreement, shall not be disclosed to others or discussed with third parties without the prior written consent of the State.

13. Conflict of Interest

A. As used in this section:

"Immediate Family" means the spouse and unemancipated children of an individual.

"Interested Party" means:

1. The individual executing this Agreement;
2. An individual who has an interest of three percent (3%) or more of Contractor, if Contractor is not an individual; or
3. Any member of the immediate family of an individual specified under subdivision 1 or 2.

"Department" means the Indiana Department of Administration.

"Commission" means the State Ethics Commission.

B. The Department may cancel this Agreement without recourse by Contractor if any interested party is an employee of the State of Indiana.

C. The Department will not exercise its right of cancellation under section B, above, if Contractor gives the Department an opinion by the Commission indicating that the existence of this Agreement and the employment by the State of Indiana of the interested party does not violate any statute or code relating to ethical conduct of state employees. The Department may take action, including cancellation of this contract, consistent with an opinion of the Commission obtained under this section.

D. Contractor has an affirmative obligation under this Agreement to disclose to the Department when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that Contractor knows or reasonably could know.

14. Debarment and Suspension. Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any federal agency or department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Contractor.

15. Default by State. If the State, sixty (60) days after written notice, fails to cure any breach of this Agareement, then Contractor may cancel and terminate this Agreement and collect all monies due up to and including the date of termination.

16. Disputes. Should any disputes arise with respect to this contract, Contractor and the State agree to act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.

Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Agreement that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities as regards all non-disputed work, without delay, any additional costs incurred by the State or Contractor as a result of such failure to proceed shall be borne by Contractor, and Contractor shall make no claim against the State for such costs. If the State and Contractor cannot resolve a dispute within ten (10) working days following notification in writing by either party of the existence of said dispute then the following procedure shall apply:

The parties agree to resolve such matters through submission of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to Contractor and the State within ten (10) working days after presentation of such dispute for action. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration for a determination, or otherwise the dispute shall be submitted to an Indiana court of competent jurisdiction.

The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to Contractor of one or more invoices not in dispute in accordance with the terms of this Agreement will not be cause for Contractor to terminate this contract, and Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

17. Drug-Free Workplace. Contractor hereby covenants and agrees to make a good faith effort to provide and maintain during the term of this Agreement a drug-free workplace. Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor has been convicted of a criminal drug violation occurring in Contractor's workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Agreement and/or debarment of contracting opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total consideration amount set forth in this Agreement is in excess of $25,000.00, Contractor hereby further agrees that this Agreement is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts with the State of Indiana in excess of $25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds $25,000.00, shall be valid, unless and until this certification has been fully executed by Contractor and made a part of the contract or contract as part of the contract documents.

Contractor certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

B. Establishing a drug-free awareness program to inform their employees of (1) the dangers of drug abuse in the workplace; (2) Contractor's policy of maintaining a drug-free workplace; (3) any available drug consulting, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace.

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction.

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

18. Employment Option. If the State determines that it would be in the State's best interest to hire an employee of the Contractor, the Contractor will release selected employee from any non-compete contracts that may be in effect. This release will be at no cost to the State or the employee.

19. Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster, actions or decrees of governmental bodies, or communication line failure not the fault of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this contract.

20. Funding Cancellation. When the director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of a contract, the Agreement shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

21. Governing Laws. This Agreement shall be construed in accordance with, and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

22. Indemnification. Contractor agrees to indemnify, defend, and hold harmless the State of Indiana and its agents, officials, and employees from all claims and suits, including court costs, attorney's fees, and other expenses caused by any act or omission of Contractor. The State shall <u>not</u> provide such indemnification to Contractor.

23. Independent Contractor. Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume any liability for any injury (including death) to any persons, or damage to any property arising out of the acts or omissions of the agents, employees of the other party. Contractor shall be responsible for providing all necessary unemployment and worker's compensation insurance for Contractor's employees.

24. Insurance. Contractor shall maintain casualty and public liability insurance in an amount acceptable to the State, with the State as an additional named insured. Pursuant to Indiana law, the State shall not obtain insurance in connection with this Agreement.

25. Licensing Standards. The parties agree that Contractor and its employees will comply with all applicable licensing standards, certification standards, accrediting standards and any other laws or regulations governing services to be provided by the Contractor pursuant to this agreement. State shall not be required to reimburse Contractor for any services performed when Contractor or its employees are not in compliance with such applicable standards, laws, or regulations. If licensure, certification or accreditation expires or is revoked, Contractor agrees to notify State immediately thereof.

26. Nondiscrimination. Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, Contractor shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, if any, with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this Agreement also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

27. Notice to Parties. Whenever any notice, statement or other communication shall be sent to the State or Contractor, it shall be sent to the following address, unless otherwise specifically advised.

A. Notice to the State shall be sent to:
Office of the Attorney General
Attn: Charles J. Todd
302 West Washington Street, 5th Floor
Indianapolis, IN 46204

B. Notice to Contractor shall be sent to:
Jonelis Law Office Management LLC
Attn: William Jonelis
9337 Calumet Ave., Suite D
Munster, IN 46231

28. Ownership of Documents & Materials. All documents, records, programs, data, film, tape, articles, memos, and other materials developed under this Agreement shall be considered "work for hire" and the Contractor transfers any ownership claim to the State of Indiana and all such matters will be the property of the State of Indiana. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of the services specified herein, the Contractor shall be responsible for any loss of or damage to these materials developed for or supplied by the State and used to develop or assist in the services provided herein while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's

expense. Full, immediate, and unrestricted access to the work product of the Contractor during the term of this Agreement shall be available to the State.

29. Payments. All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC 4-13-2-20.

Contractor shall submit a monthly invoice (in arrears) on its letterhead directly to the State's notice address set forth in Paragraph 27, Notice to Parties. The invoice must contain an invoice number, description of the services for which the State is being billed, remittance address, and the amount due. No invoice shall be paid for any month before the first day of the month following the month for which the services were provided.

30. Penalties/Interest/Attorney's Fees. The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1 *et seq.,* IC 34-54-8-5, and IC 34-13-1-6.

31. Renewal Option. This Agreement may be renewed under the same terms and conditions subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC 5-22-17-4. Exercise of this option is at the sole discretion of State and is not subject to contract or acceptance by Contractor. The renewal term of the Agreement may not exceed the original term.

32. Severability. The invalidity of any section, subsection, clause or provision of the Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of the Contract.

33. Substantial Performance. This Agreement shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification thereof.

34. Successors and Assignees. Contractor binds its successors, executors, administrators, and assignees to all covenants of this contract. Except as above set forth, Contractor shall not assign, sublet or transfer any interest in this Agreement without the prior written consent of the State.

35. Taxes. The State of Indiana is exempt from state, federal and local taxes. The State will not be responsible for any taxes levied on Contractor as a result of this Agreement.

36. Termination for Convenience. This Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be affected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after effective date of

termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to Contractor exceed the original Agreement consideration.

37. Termination for Default

A. With the provision of ten (10) days notice to the Contractor, the State may terminate this Agreement in whole or in part, if the Contractor fails to:

1. Correct or cure any breach of this Agreement;
2. Perform or provide the services as specified in this Agreement or any extension;
3. Perform any of the other provisions of this Agreement.

B. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract.

38. Waiver of Rights. No right conferred on either party under this Agreement shall be deemed waived and no breach of this Agreement excused, unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

39. Work Standards. Contractor agrees to execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product or the working relationship with those individuals assigned to provide services pursuant to this Agreement, the State may request in writing the replacement of any or all such individuals and Contractor shall grant such request.

40. Non-Collusion and Acceptance. The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member, or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent, or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion, or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of this agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, Counsel and the State by their duly authorized representatives have executed this Agreement as of the dates set forth below.

Jonelis Law Office Management LLC

By: _____ Mgr

WILLIAM M. JONELIS MANAGER

Date: 10/19/06

Indiana Office of the Attorney General

By: _____ (for)
Stephen Carter, Attorney General

Date: 10/23/06

Department of Administration

By: _____ (for)

Carrie Henderson, Commissioner

Date: 10-25-06

Budget Agency

By: _____ (for)

Charles Schalliol, Director

Date: 10-30-06

Approved for Form and Legality

By: Elizabeth A. Brown (for)
Stephen Carter, Attorney General

Date: 11-3-06

EXHIBIT A

Office Space: Jonelis Law Office Management, LLC shall provide the office space described below:

- Total of 800 square feet of office space in the building located at 9337 Calumet Avenue, Suite D, Munster, IN 46321, comprised of two (2) offices with locks, which the State has previously inspected.

- Two (2) parking spaces in the lot adjacent to the building in which the Office Space is located.

- Office furnishings, including desks, chairs, file cabinets, window coverings, carpeting, light fixtures, telephone sets, fax machine (to be shared by the two employees) and desk lamps, all of which have been previously inspected and found adequate by the State.

- All utilities, access to restrooms, routine janitorial services, Contractor's cost of casualty and public liability insurance, and routine repairs to the Office Space not caused by the State are included in the consideration paid for the Office Space.

Total monthly consideration for office space:
$ 1,813.67 per month for the term of this Agreement
Not to exceed $43,528.08 during the term of this Agreement

Support Services:	**Per month Cost**
Paralegal, law clerk, secretarial and general administrative support (up to 121 hours a month).	$2,395.80
Contractor shall be solely responsible for payment of wages, FICA, withholding and payment of all applicable federal, state and local taxes, workers compensation insurance, unemployment compensation insurance, health insurance and any and all other employee benefits	
* Telephone Services, including two telephone lines and a dedicated fax line	$282.83
Postage and Mailing Services	$232.70
Total	**$2,911.33**

Not to exceed $69,871.92 during the term of this Agreement

* Allocable equipment repairs shall be billed separately based on maintenance invoices presented for review.