

LABORATORY SERVICES AGREEMENT

This Laboratory Services Agreement (“Agreement”) is effective on the _____ day of _____, 20____, by and between DFA of California (“DFA”) and _____ (“Recipient”). Either party may terminate this Agreement at any time.

In consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. DFA will provide laboratory services as requested by Recipient.
2. The fees for services performed pursuant to this Agreement will be published and made available to Recipient.
3. DFA is obligated to perform all services in a professional manner using generally accepted procedures and shall exercise reasonable care and diligence in the performance of its obligations under this Agreement. DFA or its officers, directors, employees or contractors shall not be liable to Recipient or to any third party for any claims, liabilities, losses, costs, damages, attorney’s fees, or other expenses rising out of services performed under this Agreement. Recipient expressly agrees to hold DFA it’s officers, directors and employees harmless and to provide immediate defense and indemnification, which are related to DFA’s performance of services under this Agreement.
4. Any controversy or claim arising out of or relating to this Agreement shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association. If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other reasonable relief to which it may be entitled. This Agreement revokes and supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the services to be provided by DFA hereunder.
5. Terms: Net 30 days, accounts over 30 days subject to 1.5% monthly interest.

Both parties agree to and have executed this Agreement effective on the day and in the year first set forth above.

Dated: _____ DFA OF CALIFORNIA
By: _____

Name and title of authorized signatory

Dated: _____ RECIPIENT
By: _____

Name and title of authorized signatory