Mutual Release of Contract Claims

This Mutual Release of Contract Claims (this "Release") is hereby entered by the following parties:

Party 1: Berry N Transit Rentals, an Illinois company

Party 2: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. We voluntarily and knowingly sign this Release with the intention of eliminating the liabilities and obligations described below.

2. Disputes and differences have arisen with respect to the Contract for Services entered into between us on \_\_\_\_\_\_\_, 20\_\_\_ (the "Agreement"), a copy of which is attached to this Release and is incorporated herein by reference.

3. Each party expressly releases the other party from all claims and demands, known and unknown, arising out of the Agreement. Each party understands that, as to claims that are known to that party when this Release is signed, any statutory provisions that would otherwise apply to limit this Release are hereby waived. Each party also understands that this Release extends to claims arising out of the Agreement that are not known at the time this Release is signed.

4. This Release applies to our heirs, legal representatives, and successors and is binding on our spouses, heirs, legal representatives, assigns, and anyone else claiming under us. Neither party has assigned to another party any claim arising under or out of the Agreement.

5. The value (consideration) for this Release binds our agreement to forgo our respective legal rights with reference to the disputes and differences described above.

6. We also agree that the Agreement is rescinded and canceled as of the date at which the fulfillment is render or three months after the signing of this agreement which ever first.

\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_ X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_ X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Shenise Berry, BNTR Owner/Operator,

an Illinois Company

1534 S Karlov, Ave

Chicago, Illinois 60623

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

(State of Illinois)

County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

On \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ before me, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a notary public, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

 WITNESS my hand and official seal.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Notary Public

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name

 Notary Public for the State of California

 Residing at: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[NOTARIAL SEAL] My commission expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract for Services

1. Names

This agreement is between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Client), and Shenise Berry Owner/ Operator of Berry N Transit Rentals (Contractor).

2. Services to be Performed

Contractor agrees to perform the following services for Client:

Contractor will wash and press Client's tablecloths and linens. Contractor will perform all cleaning off-site, at 950 Parker St, Berkeley, CA.

3. Time for Performance

Contractor will perform the services according to the Schedule of Work set forth in Attachment 1 attached to and made part of this Agreement.

4. Payment

Client will pay Contractor as follows: $250 per week.

5. Terms of Payment

Client shall pay Contractor full payment upon time signing of contract. Any further agreement must be put forth in writing agreed on and signed by both parties.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

6. Late Fees (NA)

Late payments by Client shall be subject to late penalty fees of 1% per month from the due date until the amount is paid.

7. Equipment and Supplies

Upon FULL PAYMENT, Contractor, at Contractor's expense, will provide state approve and insured equipment, tools and supplies necessary to perform the contractual services. The service includes 15 hours of practice time with the equipment, assistance from a seasoned driver, and three uses of a commercial vehicle for testing purposes at a Secretary of State CDL facility agreed upon by both parties. BNTR vehicles allow the client to obtain a “Class B” CDL with Air Brakes and a Passengers endorsement via the use of their equipment.

8. Expenses

Contractor will be responsible for all expenses required for the performance of the contractual services.

9. Terminating the Agreement

This agreement will become effective when signed by both parties and will terminate on the earlier of the date Contractor completes the services required by this Agreement or the date a party terminates the Agreement as provided below.

With reasonable cause, either party may terminate this Agreement effective immediately by giving written notice of termination for cause. Reasonable cause includes:

a material violation of this Agreement, or

Client's failure to pay Contractor's fees as provided in this Agreement, where Contractor has demanded payment, in writing, and has not received payment at least 20 days after the date that such demand was sent to Client.

In addition, either party may terminate this Agreement at any time by giving 30 days written notice of termination.

After the signing of this contract and a first session with an assistant client will ***not*** be entitled to a refund. Once one of the three testing at Sec of State begins and if failure is due to the companies’ equipment. Client agree to give contractor seven days to complete repair after which client will be entitled to a full refund.

Contractor shall be entitled to full payment for services to be performed.

10. Independent Contractor Status

The parties intend Contractor to be an independent contractor in the performance of the services. Contractor and Client agree to the following rights consistent with an independent contractor relationship.

Contractor will have the right to control and determine the methods and means of performing the contractual services.

Contractor has the right to perform services for others during the term of this Agreement.

Contractor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.

Client shall not require Contractor or Contractor's employees or subcontractors to devote full time to performing the services required by this Agreement.

Neither Contractor nor Contractor's employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of Client.

11. State and Federal Taxes

Client ***will not***:

withhold Social Security and Medicare taxes from Contractor's payments or make such tax payments on Contractor's behalf, or

withhold state or federal income tax from Contractor's payments or make state or federal unemployment contributions on Contractor's behalf.

Contractor will pay all applicable taxes related to the performance of services under this contract. This includes income, Social Security, Medicare and self-employment taxes. Contractor will also pay any unemployment contributions related to the performance of services under this contract.

If Contractor is required to pay any federal, state or local sales, use, property or value added taxes based on the services provided under this Agreement, the taxes shall be separately billed to Client. Client shall be responsible for paying any interest or penalties incurred due to late payment or nonpayment of any taxes by Client.

12. Client ***will***:

provide contractor with full payment at time of singing contract (unless otherwise stated and initial in contract)

copy of permit, driver license, and current car insurance card.

13. Disputes

If a dispute arises, the parties will try in good faith to settle it through mediation conducted by a bias third party agreed upon by both parties.

The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, it will be arbitrated in court.

Judgment on the arbitration award may be entered in any court that has jurisdiction over the matter. Costs of arbitration, including lawyers' fees, will be allocated by the arbitrator.

13. No Partnership

This Agreement does not create a partnership relationship. Neither party has authority to enter into contracts on the other's behalf.

14. Additional Agreements

Client and Contractor additionally agree that: In the event of illness of Contractor, a substitute contractor of similar quality will be provided to complete this project.

15. Entire Agreement

This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

16. Successors and Assignees

This agreement binds and benefits the heirs, successors and assignees of the contractor only.

17. Notices

All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered:

in person

by certified mail, or

by overnight courier.

18. Governing Law

This agreement will be governed by and construed in accordance with the laws of the state of Illinois.

19. Counterparts

This agreement may be signed by the parties in different counterparts and the signature pages combined will create a document binding on all parties.

20. Modification

This agreement may be modified only by a written agreement signed by all the parties.

21. Waiver

If one party waives any term or provision of this agreement at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this agreement, that party retains the right to enforce that term or provision at a later time.

22. Severability

If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and such provision shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.

Attachment 1 to Contract for Services

1. Names

This attachment is made by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Client),

and Shenise Berry, BNTR Owner/Operator (Contractor).

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. Entitlement

Client has three opportunities to take their test and pass it at the Sec of State without paying an additional rental fee. Three attempts include any testing with the bus: road, skills, and pre-trip combined. Three attempts. After three attempts a additional full fee will be expected for continued service.

DISCLAIMER

PLEASE NOTE: Ms. Berry offers assistance to anyone who seek to obtain his or her license or endorsements. However, Ms. Berry is not a trainer. This is a self-reliant, self-motivated program that provides the equipment needed for you to accomplishment your goal. The responsibility of passing or failing falls on the client not the company unless failure is due to the company’s equipment.

CLIENT

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client

CONTRACTOR

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Shenise Berry, BNTR Owner/Operator,

an Illinois Company

1534 S Karlov, Ave

Chicago, Illinois 60623

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_