

SERVICE AGREEMENT

Purpose of Document. This document is developed to set customer (Client) expectations, while defining a clear understanding of scope of work, (Service), and responsibility. A customer (Client) may cancel this service agreement at will, with at least 1 days' notice, and will not be held financially responsible for any future obligations. Annual renewal is required from the signing date.

I. The Parties. This Service Agreement made ____/____/_____, is by and between:

Service Provider:

Reef Route Aquatics LLC
6065 Sedgeridge Avenue
Murfreesboro, TN. 37129

, and

Client:

Service Provider and Client are each referred to herein as a "Party" and, collectively, as the "Parties."

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Client hires the Service Provider to work under the terms and conditions hereby agreed upon by the Parties:

II. Term. The term of this Service Agreement shall commence on ____/____/_____, Appointments will be scheduled every ____ weeks and terminate:

- **At-Will:** Written notice of at least 1 days' notice.
- **End Date:** On ____/____/_____,
- **Other:** _____.

III. The Service. The Service Provider agrees to provide the following:

- **Water change** (*Water conditioner/de-chlorinate and biological booster included.*)
- **Substrate Vacuum** (*Not applicable for substrate plenums*)
- **Full and thorough cleaning of algae from all aquarium glass/acrylic surfaces.** (*Back glass is usually left untouched*)
- **Solid waste removal.** (*Turtle tanks, large reptiles*)
- **Filter replacement** (*If filter replacement is supplied*)
- **Chemical testing of water/tank health diagnosis** (*As needed*)
- **Visual check of equipment.** (*Pumps, Heaters, lighting*)
- **Visual check of fish.** (*Disease, swimming and breathing*)
- **Cleaning protein skimmer** (*Saltwater/reef tanks*)
- **Refilling of auto feeder** (*If food and feeder are supplied*)
- **Balance aquarium chemistry** (*As needed*)

Hereinafter known as the "Service".

The Service Provider shall provide, while performing the Service, that he/she/they shall comply with the policies, standards, and regulations of the Client, including local, State, and Federal laws and to the best of their abilities.

IV. Payment Amount. The Client agrees to pay the Service Provider the following compensation for the Service performed under this Service Agreement for one year. (Check one)

- \$60.00 / Hour
- \$_____ / per Service.
- Other: (*Water, Salt, RODI*).

Hereinafter known as the "Payment Amount".

V. Payment Method. The Client shall pay the Payment Amount: (*Check one*)

- Due upon receipt
- Net 15 Days
- Net 30 Days
- Net 60 Days
- Net 90 Days

No cash sales. The client shall make payment with invoice system. (QuickBooks)

Hereinafter known as the "Payment Method". The Payment Amount and Payment Method collectively shall be referred to as "Compensation".

VI. Late Payment Fee. Client agrees to pay a late payment fee up to 10% of the total Payment Amount after fourteen (14) days from due date.

VII. Nonpayment. Client agrees to pay all court, lawyer, legal, and collection fees associated with collecting payment amount due to nonpayment.

VIII. Retainer. This Agreement requires:

- **A Retainer.** Client agrees to pay a retainer in the amount of \$25.00 a month to the Service Provider for Aquarium Monitoring Services. Upon activation, additional Emergency Service fees will apply at \$100.00 for the first hour, and on the quarter hour after the first hour.

- Retainer is refundable.

- Retainer is non-refundable.

- **No Retainer.** The Client is not required to pay a retainer before the Service Provider is able to commence work.

IX. Inspection of Services. Any Compensation shall be subject to the Client inspecting the completed Services of the Service Provider. If any of the Services performed by the Service Provider pursuant to this Agreement are defective or incomplete, the Client shall have the right to notify the Service Provider, at which time the Service Provider shall promptly correct such work within a reasonable time.

X. Return of Property. Upon the termination of this Agreement, all property provided by the Client, including, but not limited to, cleaning supplies, containers, equipment, livestock, and any other items must be returned by the Service Provider. Failure to do so may result in a delay in any final payment made by the Client.

Upon the termination of this Agreement, all property provided by the Service Provider, including, but not limited to, cleaning supplies, containers, equipment, livestock, and any other items must be returned by the Client. Failure to do so may result in additional payment amounts made by the Service Provider.

XI. Time is of the Essence. Service Provider acknowledges that time is of the essence regarding the performance of all Services.

XII. Confidentiality. Service Provider acknowledges and agrees that all financial and accounting records, lists of property owned by Client, including amounts paid, therefore, client and customer lists, and any other data and information related to the Client's business is confidential ("Confidential Information"). Therefore, except for disclosures required to be made to advance the business of the Client and information which is a matter of public record, Service Provider shall not, during the term of this Agreement or after its termination, disclose any Confidential Information for the benefit of the Service Provider or any other person, except with the prior written consent of the Client.

- a.) **Return of Documents.** Service Provider acknowledges and agrees that all originals and copies of records, reports, documents, lists, plans, memoranda, notes, and other documentation related to the business of the Client containing Confidential Information shall be the sole and exclusive property of the Client and shall be returned to the Client upon termination of this Agreement or upon written request of the Client.
- b.) **Injunction.** Client agrees that it would be difficult to measure damage to the Client's business from any breach by the Service Provider under this Section; therefore, any monetary damages would be an inadequate remedy for such breach. Accordingly, the Service Provider agrees that if he/she/they should breach this Section, the Client shall be entitled to, in addition to all other remedies it may have at law or equity, to an injunction or other appropriate orders to restrain any such breach, without showing or proving actual damages sustained by the Client.
- c.) **No Release.** Service Provider agrees that the termination of this Agreement shall not release him/her/they from the obligations in this Section.

XIII. Taxes. Service Provider shall pay and be solely responsible for all withholdings, including, but not limited to, Social Security, State unemployment, State and Federal income taxes, and any other obligations. In addition, Service Provider shall pay all applicable sales or use taxes on the labor provided and materials furnished or otherwise required by law in connection with the Services performed.

XIV. Independent Contractor Status. Service Provider acknowledges that he/she/they are an independent contractor and not an agent, partner, joint venture, nor an employee of the Client. The Service Provider shall have no authority to bind or otherwise obligate the Client in any manner, nor shall the Service Provider represent anyone that has a right to do so. The Service Provider further agrees that in the event the Client suffers any loss or damage because of a violation of this provision, the Service Provider shall indemnify and hold harmless the Client from any such loss or damage.

XV. Safety. Service Provider shall, at his/her/their own expense, be solely responsible for protecting its employees, sub-Service Providers, material suppliers, and all other persons from risk of death, injury or bodily harm arising from or in any way related to the Services or the site where it is being performed ("Work Site"). In addition, Service Provider agrees to act in accordance with the rules and regulations administered by federal law and OSHA. Service Provider shall be solely responsible and liable for any penalties, fines, or fees incurred.

XVI. Alcohol and Drugs. Service Provider agrees that the presence of alcohol and drugs are prohibited on the Work Site and while performing their Services. If the Service Provider or any of their agents, employees, or subcontractors are determined to be present or with alcohol or drugs in their possession, this Agreement shall terminate immediately.

XVII. Successors and Assigns. The provisions of this Agreement shall be binding upon and inured to the benefit of heirs, personal representatives, successors, and assigns of the Parties. Any provision hereof which imposes upon the Service Provider or Client an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon the Service Provider or Client.

XVIII. Default. In the event of default under this Agreement, the defaulted Party shall reimburse the non-defaulting Party or Parties for all costs and expenses reasonably incurred by the non-defaulting Party or Parties in connection with the default, including, without limitation, attorney's fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing Party or Parties shall be reimbursed by the other Party for all costs and expenses incurred in connection with the suit or action, including, without limitation, reasonable attorney's fees at the trial level and on appeal.

XIX. No Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

XX. Governing Law. This Agreement shall be governed by and shall be construed in accordance with the laws in the State of Tennessee.

XXI. Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

XXII. Additional Terms & Conditions. Service Provider is responsible for Service Agreement at the time of Service. Service Provider is not to be held responsible for leaks, aquarium damage, livestock, or any other defects or failures after Service is complete. The Client agrees to inspect all Services performed before Service Provider vacates the Client premises.

XXIII. Cancellation Fees. Client must give 24-hour notice before the start of scheduled service to cancel said Service. If Client fails to provide 24-hour cancellation notice, they will or can be charged a \$25.00 cancellation fee. If Client is unavailable at the scheduled time of service, they will or can be charged a \$25.00 cancellation fee. Cancellations can be communicated one of two ways, either leave a voice mail at (615) 410-7038 or email us at service@reefrouteaquatics.com. No other forms of communication are accepted. A cancellation fee must be paid before any further appointments can be scheduled.

XXIV. Entire Agreement. This Agreement constitutes the entire agreement between the Parties to its subject matter and supersedes all prior contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all Parties.

IN WITNESS WHEREOF, the Parties hereto agree to the above terms and have caused this Agreement to be executed in their names by their duly authorized officers.

Client's Signature _____ Date _____

Print Name _____

Service Provider's Signature _____ Date _____

Print Name _____