

AQUARIUM SERVICE AGREEMENT

Purpose of Document. This Agreement is established to define Client expectations and provide a clear understanding of the scope of work, services, and responsibilities of the parties involved. The Client may terminate this Agreement at any time, with a minimum of forty-eight (48) hours' notice prior to the next scheduled service date, without incurring any financial responsibility for future obligations. Renewal of this Agreement is required annually from the original signing date.

Please limit after-hours calls and emails to emergency situations. All after-hours calls, Text messages, and emails are subject to current published rates, as outlined in Section XI, Item b.

I. The Parties. This Service Agreement made on _____ 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 _____ week(s) and terminate:

- **At-Will:** Written notice of at least 2 days' or forty-eight (48) hours' notice.

- **End Date:** _____

- **Other** _____

III. The Service. The Service Provider shall perform regularly scheduled services, which shall consist of ____ visit(s) at ____ hour(s) each, to be conducted every ____ week(s) in accordance with the Service Package.

Service Package

Any additional items, including but not limited to food, filters, filter media, advanced testing, equipment, or the dosing of solutions, chemicals, or trace elements, will incur additional charges, either upon the Client's request or as recommended by the Service Provider.

- Water change (*Up-to twenty percent (20%) total every four (4) weeks, ten percent (10%) every two (2) weeks, five percent (5%) weekly*)
- Gravel Vacuuming. (*If Applicable*)
- Full and thorough cleaning of algae from all aquarium glass/acrylic surfaces. (*Back glass is left untouched*)
- Cleaning and or rinsing of readily accessible filters, sponges, and pads.
- Filter cartridge replacement (*Upon Request*)
- Bacterial supplement (*As Needed*)
- Chemical media (*Upon Request*)
- Advanced aquarium testing (*Alkalinity, Calcium, Magnesium, Phosphate; Upon Request*)
- One part trace element dosing. (*Upon Request*)
- Simple aquarium testing (*Ammonia, Nitrite, Nitrate, Carbonated Hardness*)
- Visual check of equipment, air, and water flow
- Visual check of fish, invertebrates, turtles, or amphibians for headcount, disease, swimming, and breathing
- Cleaning protein skimmer (*If Applicable*)
- Refilling of auto feeder (*Upon Request*)

Canister Filter Liability. The Client acknowledges and agrees that all canister filters are classified as unserviceable by Reef Route Aquatics due to the filters' plastic construction and fragile nature. Reef Route Aquatics shall bear no responsibility for any damage arising from the maintenance, handling, or replacement of canister filters, nor for any time constraints resulting from subsequent Client appointments. The Client assumes full responsibility for the replacement of any canister filter and agrees to cover all associated costs, including the time required to acquire and install the new canister filter.

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 compensate the Service Provider for services rendered under this Service Agreement for a term of one (1) year. The agreed-upon payment amount shall cover the provision of services and water only. Any additional items, including but not limited to food, filters, filter media, advanced testing, equipment, or the dosing of solutions, chemicals, or trace elements, shall be billed separately, either upon the Client's request or as recommended by the Service Provider.

a. Adjustments for Missed Appointments:

The Client acknowledges and agrees that failure to maintain the regularly scheduled services as outlined in Section III ("The Service") grants Reef Route Aquatics the right to prorate and adjust future pricing to reflect any missed appointments.

The total payment amount does not include applicable sales tax, which shall be added where required by law.

_____ / per Service

_____ / Saltwater

_____ / RODI (*Subject to change based on Client's needs*)

_____ **TOTAL**

Hereinafter known as the "Payment Amount"

V. Payment Method. The Client shall pay the Payment Amount:

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

- a. Returned Payment Policy: In the event of any checks or electronic transfers returned unpaid for any reason, the Client agrees to replace the returned payment with certified funds or a money order within twenty-four (24) hours of notification.
- b. Returned Payment Charge: A fee of one hundred dollars (\$100.00) per returned check or e-check will be applied.

By utilizing our services, the Client acknowledges and agrees to abide by the terms of this Returned Payment Policy. Please note that cash sales are not accepted. The Client shall make payments through the invoice system provided by the Service Provider.

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

VI. Late Payment Fee. The Client agrees to pay an overdue payment fee of up to ten percent (10%) of the total outstanding payment amount or thirty dollars (\$30.00), whichever is greater, if payment is not received within ____ days from the date of service.

Application of Late Payment Fees

- a. For Commercial Clients, the late payment fee will be assessed at forty-five (45), sixty (60), and ninety (90) days from the date of service.
- b. For Residential Clients, the late payment fee will be assessed at fourteen (14), thirty (30), sixty (60), and ninety (90) days from the date of service. Additionally, services will be suspended until the outstanding balance is paid in full, with the exception of saltwater and reef aquariums, which will continue to receive service to maintain system stability.

VII. Nonpayment. The Client agrees that any outstanding balance exceeding ninety (90) days from the date of service shall be referred to the Service Provider's collections team for further action due to nonpayment. Should the Service Provider be required to initiate collection efforts against the Client, including but not limited to probate, bankruptcy, or other legal proceedings, the Client shall be liable for all costs associated with collection. These costs shall include, but are not limited to, collection fees, attorney's fees, and court costs. Such costs are additional to, and not a substitute for, any other damages or remedies available to the Service Provider under this Agreement or applicable law.

VIII. Retainer. This Agreement requires:

- **A Retainer.** The Client agrees to pay a retainer in the amount of twenty-five (\$25.00) every four (4) weeks to the Service Provider for Aquarium Monitoring Services. Upon activation, additional Emergency Service fees will apply at one-hundred and fifty dollars (\$150.00) 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 at the time of Service. 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 or next scheduled appointment.

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. Additional Rates and Fees The Parties acknowledge and agree that time is of the essence with respect to the performance of all services as outlined in Section III of this Agreement.

a. Overage Labor Fee

In the event that additional labor is required beyond the scope of services described in Section III (Service Package) as a result of Client requests, such labor will be billed at a discounted rate of fifty dollars (\$50.00) per hour for extended visits. The rates set forth in this section are subject to change without prior notice to the Client.

b. Fees for Non-Scheduled Maintenance, After-Hours, or Emergency Service

- I. Non-scheduled visits during normal business hours (7:30 a.m. to 6:30 p.m. CST, Monday through Friday) will be billed at a rate of one-hundred and fifty dollars (\$150.00) per hour for the first hour per staff person, and seventy-five dollars (\$75.00) per hour for each additional hour per staff person. These rates are subject to change without prior notice to the Client.
- II. Service Provider is available for emergency services twenty-four (24) hours a day, seven (7) days a week. Service hours for regular operations are from 7:30 a.m. to 6:30 p.m. CST, Monday through Friday. Any service calls outside of regular operating hours will be considered after-hours or emergency service and will be billed at the emergency visit rate of one-hundred and fifty dollars (\$150.00) per hour for the first hour per staff person, and seventy-five dollars (\$75.00) per hour for each additional hour per staff person. These rates are subject to change without prior notice to the Client.

c. Off-Site Labor Policy

- I. Service-related communications including but not limited to scheduling services, placing orders, or addressing billing inquiries will be returned within one (1) business day.
- II. Any other non-emergency communications, including those requesting a response within twenty-four (24) hours, or excessive communications, may be classified as off-site labor or consultations. Such communications will be billed at the same rates set forth in Section XI, item b., for non-scheduled or after-hours service. Charges for off-site labor will be added to the Client's next invoice and billed at the following rates:

Under thirty (30) minutes: Billed at a minimum of 0.5 hours.

Over thirty (30) minutes: Billed in full hours, rounded up to the nearest hour.

The rates for off-site labor and communications are subject to change without prior notice to the Client.

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, Client shall pay all applicable sales or use taxes on the services provided and materials furnished or otherwise required by law in connection with the Services performed.

- i. Aquariums are considered Tangible Personal Property or (TPP) by the state of Tennessee, and all services, equipment, and materials are subject to sale tax in accordance with state law.

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 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 the Service Provider vacates the Client premises.

- a. The Client agrees to observe and comply with all posted rules and warnings and to follow any oral or written instructions or directions provided by Reef Route Aquatics or its employees, representatives, or agents. If the Client fails to adhere to these instructions, directions, rules, or warnings, the service provider reserves the right to terminate this agreement immediately.
- b. The Client agrees for the purposes of ensuring product and material safety, Reef Route Aquatics reserves the right to decline the installation, dosing, or application of any materials or products not supplied or expressly made available by Reef Route Aquatics. This includes, but is not limited to, the installation of controllers, filtration systems, protein skimmers, sumps, heaters, pumps, lighting, wavemakers, dosing equipment, and any chemical or biological supplements. Reef Route Aquatics assumes no responsibility for any installations or dosing of supplements supplied by the Client.

XXIII. Cancellation / No-Show.

Notice of Cancellation: The Client agrees to provide a minimum of forty-eight (48) hours' notice prior to the scheduled service date to cancel the service. Failure to provide the required forty-eight (48) hours' notice may result in a cancellation fee of fifty dollars (\$50.00) or the full payment amount for the scheduled service, at the Service Provider's discretion.

No-Show Policy: The Client agrees that in the event, if the Client is unavailable at the scheduled time of service, the Service Provider will wait a maximum of fifteen (15) minutes after arrival. If the Client remains unavailable or unreachable within this time frame, the Service Provider reserves the right to depart from the Client's location, at which point the appointment shall be considered forfeited. A cancellation fee of fifty dollars (\$50.00) or the full payment amount for the scheduled service may be assessed for such forfeiture.

Communication of Cancellations: The Client agrees to communicate any cancellations exclusively via one of the following methods:

- (i) by leaving a voicemail at (615) 410-7038, or
- (ii) by sending an email to service@reefrouteaquatics.com. No other forms of communication will be accepted as valid notice of cancellation.

Rescheduling and Payment of Fees

- a. The Client acknowledges that rescheduling service visits due to a cancellation may be subject to availability and may not be guaranteed due to scheduling conflicts.
- b. The Client agrees that any applicable cancellation fees or charges due to a missed appointment must be paid in full before any further appointments can be scheduled or rescheduled.

XXIV. Force Majeure Clause. Reef Route Aquatics shall not be held liable or responsible for any delay or failure to perform its obligations under any service, maintenance, or installation agreement when such delay or failure results from events or circumstances beyond our reasonable control. These events include, but are not limited to, acts of God, natural disasters, fires, floods, severe weather conditions, pandemics, epidemics, government actions or restrictions, labor disputes, supply chain interruptions, equipment shortages, power outages, acts of terrorism, war, illness, injury, or any other unforeseen or unavoidable events, including defective saltwater or other products due to manufacturing defects.

In the event of a force majeure occurrence, Reef Route Aquatics will make reasonable efforts to notify clients as soon as practicable, detailing the nature of the delay and an estimated timeline for resuming services. We will also take reasonable measures to mitigate the impact of the delay and resume normal operations as soon as circumstances allow.

Clients acknowledge and agree that such events may result in delays, rescheduling, or temporary suspension of services without penalty or breach of agreement by Reef Route Aquatics. This clause does not absolve clients of their financial obligations for services already rendered or goods delivered prior to the force majeure event.

This Force Majeure Clause is governed by the laws of the state of Tennessee and is incorporated into all agreements with Reef Route Aquatics unless explicitly stated otherwise in writing.

XXV. 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: _____

Client's Name _____

Service Provider's Signature

Date: _____

Print Name _____