

SERVICE CONTRACT

I. The Parties. This Service Contract ("Agreement") made _____ is by and between:

Service Provider: West Coast Construction & Equipment with a mailing address of PO Box 30147, Portland, OR 97294 ("Service Provider"), and

Client: _____ with a mailing address of _____ ("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 Agreement shall commence on _____ and terminate: (check one)

- **At-Will:** Written notice of at least 0 days' notice.
- **End Date:** On _____.
- **Other:** _____.

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

Refrigeration and HVAC services as requested by the client

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 Agreement: (check one)

- \$250 / Hour
- \$_____ / per Job. A "Job" is _____.
- Other: _____.

Hereinafter known as the "Payment Amount".

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

- At time of service
- Net 10 days
- Net 30 days
- Other: _____.

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

VI. Retainer. This Agreement requires: (check one)

- **A Retainer.** Client agrees to pay a retainer in the amount of \$ _____ to the Service Provider as an advance on future Services to be provided. (check one)

- 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.

VII. 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.

VIII. 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.

IX. 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.

X. 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.

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

XII. 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.

XIII. 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 _____