

Services Agreement

This Services Agreement (thi	s "Agreement") between Ransier Services LLC (together with its
subcontractors, the "Company") and	(the "Client") is dated as of
, 20	
Client Service Address	Client Billing Address

- 1. <u>Services</u>. The Client hereby engages the Company to perform the lawn care services (the "Services") described on the Services Exhibit, attached hereto, at the prices and frequency set forth therein.
- 2. <u>Compensation</u>. In consideration for the Services, the Client shall pay the Company the amounts set forth in the Services Exhibit. The Company shall provide an invoice to the Client at the address set forth above under "Client Billing Address" once per month in any month in which Services are rendered, and such invoice shall be due and payable within seven (7) days of the Client's receipt of such invoice. Any fees for returned items are to be assumed by the Client.
- 3. Client Responsibilities. The Client shall be responsible for:
 - a. Accurately apprising the Company as to the property lines of the Client's property to ensure the Company does not encroach on any third party's property;
 - b. Providing access to all parts of the Client's property where the Company is performing the Services;
 - c. Submitting all payments to the Company in a timely manner as set forth in Section 2 above; and
 - d. Accurately apprising the Company as to any subsurface utility and service lines including (but not limited to) electrical, telephone and gas lines and any other hazardous conditions of which the Client is aware or reasonably should be aware that are present on the Client's property.
- 4. Company Responsibilities. In performing the Services, the Company shall be responsible for:
 - a. Removing all garbage and inorganic debris created as a result of the Services;
 - b. Obtaining any permits required by law to perform the Services; and
 - c. Procuring and maintaining, at its sole expense, during the term of this Agreement the following insurance coverage: [__\$1,000,000.00___].

- 5. <u>Limitation of Liability</u>. The Company shall not be liable to the Client with respect to any losses incurred by the Client, whether under contract, tort, strict liability, or other legal or equitable theory, except to the extent caused by the Company's gross negligence or willful misconduct in its performance of the Services. Notwithstanding anything to the contrary herein, neither party shall be liable to the other for any indirect or consequential, special, incidental, contingent, exemplary or punitive damages.
- 6. <u>Promotion</u>. The Client hereby authorizes the Company to take photographs of the Client's property and use such photographs in promoting the Company's services.
- 7. <u>Termination</u>. This Agreement may be terminated by the Client at any time upon 30 days' written notice to the Company. The Client will be responsible for any amounts then due and payable.
- 8. <u>No Modification</u>. No modification of this Agreement shall be valid unless in writing and agreed upon by both parties.
- 9. <u>Applicable Law.</u> This Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of Ohio and subject to the exclusive jurisdiction of the federal and state courts located in Franklin County, Ohio.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, effective as of the date first listed above.

CLIENT	RANSIER SERVICES LLC dba
	RANSIER LAWNCARE AND
	LANDSCAPING
Signature:	Signature:
Name:	Name: Frederick Ransier IV
	Title: Owner