



Service Agreement

This independent contractor agreement (Agreement) is entered into this ____ day of _____, 20__, by and between _____(Client), and Robert Bowdish of Rob Repairs LLC, an independent contractor (Contractor), in consideration of the mutual promises made herein, as follows:

Term of Agreement

This Agreement will become effective on the _____ day of _____, 20__, and will continue in effect until: _____, 20__.

Services to be Rendered by Contractor

Contractor agrees to provide the following services:

*Additional information may be attached

Any additional services requested once the initial agreement period has started will result in additional and separate agreements being required. If additional services are required for the completion of the initial request and not included in this service agreement, an amendment may be made and may result in additional fees being incurred. Any additional fees outside of this agreement will be discussed and documented before implementation.

Method of Performing Services:

Contractor will determine the method, details, and means of performing the above-described services, including the determination of the need for assistants at the Contractor's own expense. The Client may not control, direct, or otherwise supervise Contractor's assistants or employees in the performance of those services.

Compensation:

In consideration for the services to be performed by Contractor, Client agrees to pay Contractor the sum of _____ dollars (\$_____), upon completion of the work to be performed.

Tools and Instruments:

Contractor will supply all tools, equipment and general supplies required to perform the services under this Agreement. Any specific items to the job will be the responsibility of the client and be included in any applicable supply list.

Insurance:

Contractor agrees to maintain a policy of insurance to cover any negligent acts committed by Contractor or Contractor's employees or agents during the performance of any duties under this Agreement. Contractor further agrees to hold Client free and harmless from any and all claims arising from any such negligent act or omission.

Obligations of Client

Client agrees to meet the terms of all reasonable requests of Contractor necessary to the performance of Contractor's duties under this Agreement.

Assignment:

Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Client or Contractor without the prior written consent of Contractor and Client.

Termination of Agreement:

Notwithstanding any other provisions of this Agreement, either party hereto may terminate this Agreement at any time by giving 30 days written notice to the other party.

General Provisions

Notices:

Any notices to be given hereunder by either party to the other may be made either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the following addresses:

Client: _____

Contractor: Rob Repairs, 5541 Palmyra Road SW, Warren OH 44481

Each party may change the above address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of three (3) days after the date of mailing.

Entire Agreement:

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the performance of services by Contractor for Client and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not

contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

Acts of Nature:

If for any reason the premises are condemned by any governmental authority, or destroyed through fire, act of God, nature or accident, this service agreement shall cease and shall terminate as of the date of such condemnation or destruction and Client hereby waives all claims against Rob Repairs LLC and Contractor for any damages suffered by such condemnation or destruction. Rob Repairs LLC and Owner cannot be held liable for any acts of nature or occurrences beyond our control. No rate adjustment will be made. Rob Repairs LLC and Owner are not required to rebate cost in the event of a voluntary or mandatory evacuation or loss of power or services.

Partial Invalidity:

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Arbitration:

All claims or disputes arising out of this Agreement or the breach thereof, including claims for construction defects that are not resolved by the right to cure process set forth in Ohio Revised Code 1312.01 et seq., shall be decided by a single arbitrator in an arbitration (emphasis added) in accordance with the construction industry arbitration rules of the American Arbitration Association. This Agreement to arbitrate shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. Notice of the demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen, except that any claim not submitted to arbitration by filing a demand for arbitration within (1) year after the claim accrues shall be barred. The arbitrator's decision shall be final and binding upon the Purchaser and Builder and a judgment for the enforcement thereof may be entered by a court of competent jurisdiction... Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration, (and) the arbitrator may award attorney's fees to the prevailing party (emphasis added).

Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

Client , by _____ Date _____

Contractor, by _____ Date _____