

SERVICE AGREEMENT

SERVICES PROVIDED

The Client, _____, hereby agrees to engage with **Wayve Marlo Pools & Landscaping** (the "Contractor") to provide the Client with the services listed in Estimate Number: _____ (the "Services"). The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

COMPENSATION

The Contractor will charge the Client as per the estimate above for the Services (the "Compensation"). A deposit of 5% (the "Deposit") is payable by the Client upon execution of this Agreement. For the remaining amount, the Contractor will invoice the Client as follows:

30% upon Excavation Completion.

30% upon Pool Delivery.

35% upon Project Completion.

Invoices submitted by the Contractor to the Client are due upon receipt.

In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Contractor will be entitled to pro rata payment of the Compensation to the date of termination provided that there has been no breach of contract on the part of the Contractor.

REIMBURSEMENT OF EXPENSES

The Contractor will be reimbursed from time to time for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services. All expenses must be pre-approved by the Client.

INTEREST ON LATE PAYMENTS

Interest payable on any overdue amounts under this Agreement is charged at a rate of 2.00% per month, 24.00% per annum or at the maximum rate enforceable under applicable legislation, whichever is lower.

RIGHT OF SUBSTITUTION

Except as otherwise provided in this Agreement, the Contractor may, at the Contractor's absolute discretion, engage a third party sub-contractor to perform some or

all of the obligations of the Contractor under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.

AUTONOMY

Except as otherwise provided in this Agreement, the Contractor will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.

EQUIPMENT

Except as otherwise provided in this Agreement, the Contractor will provide at the Contractor’s own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement, with the exception of an electrical power outlet and tap/ hose water.

MODIFICATION OF AGREEMENT

Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

WARRANTY

All projects come with a 2 Year Warranty, covering any structural and/or material deficiencies. This covers labour costs for any repairs. Materials come with Manufacturer and/or Supplier Warranties, however only materials purchased by the Contractor can be warrantied by the Contractor. The Contractor may void the warranty if there is evidence that any deficiencies are unrelated to workmanship.

Client Name: _____

Wayve Marlo Rep: _____

Client Signature: _____

Date: _____