

Service Agreement

THIS SERVICE AGREEMENT (The "Agreement") is dated _____

Client _____ (the "Client")
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Contractor  _____ (the "Contractor")
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BACKGROUND

- A.** The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B.** The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):
 - Central Air Conditioning Maintenance.
2. 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.

TERM OF AGREEMENT

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect indefinitely until terminated as provided in this Agreement.
4. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 10 days' written notice to the other Party.

5. In the event that either party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement immediately and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.
6. This Agreement may be terminated at any time by mutual agreement of the Parties..
7. Except as otherwise provided in this Agreement, the obligations of the Contractor will end upon the termination of this Agreement.

PERFORMANCE

8. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

CURRENCY

9. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollare).

COMPENSATION

10. The Contractor will charge the Client for the Services at the rate of \$17 or \$45 per month per system (the "Compensation").
11. The Client will be invoiced and/or auto drafted every month.
12. Invoices submitted by the Contractor to the Client are due upon receipt.

NON-COVERED CHARGES

13. The Contractor will be compensated for Services performed that are not covered in the Service Agreement.
14. All Non-covered charges must be pre-approved by the Client.

CAPACITY/ INDEPENDENT CONTRACTOR

15. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.



AUTONOMY

16. 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.

NOTICE

17. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be delivered to service@allamericangcac.com.

INDEMNIFICATION

18. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

ADDITIONAL CLAUSE

19. In the case work is to be performed other than what is covered under this agreement a separate estimate and/or invoice will be provided to the Client.

MODIFICATION OF AGREEMENT

20. 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.

ENTIRE AGREEMENT

21. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

ENUREMENT

22. This Agreement will ensure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

23. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GENDER

24. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

25. This Agreement will be governed by and construed in accordance with the laws of the State of Texas.

SEVERABILITY

26. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

27. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

Options:

\$17/Mo Select Plan (Coverage dollar amount is per system and 1-5tons)

All maintenance and discretion is determined by All American. Plan will include;
Necessary filter replacements. Condenser cleaning. Coil cleaning.
Furnace check. Heater cleaning. Minor component health check.



HEATING & COOLING

\$45/Mo Premium Plan (Coverage dollar amount is per system and 1-5tons)

All maintenance and discretion is determined by All American. Plan will include;
Necessary filter replacements. Condenser cleaning. Coil cleaning.
Furnace check. Heater cleaning. Minor component health check. Major replacement labor. ex. .coil labor install, furnace labor install, condensor labor install.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal

All American GC & AC

Client Name and Signature



Date

HEATING & COOLING