***SERVICE AGREEMENT***

This Service Agreement (this "Agreement") is made effective as of November 5, 2015, by and between **Client Name** of **Location**, and T-Works Interior Decorating of Jacksonville, Florida 32217. In this Agreement, the party who is contracting to receive services will be referred to as "**Client Name**," and the party who will be providing the services will be referred to as "T-Works Interior Decorating."

**1. DESCRIPTION OF SERVICES.** Beginning November 5, 2015, T-Works Interior Decorating will provide to **Client Name** the services described in the attached Exhibit (collectively, the "Services").

**2. PAYMENT FOR SERVICES.** In exchange for the Services **Client Name** will pay compensation to T-Works Interior Decorating a total of **TOTAL DUE**. Fifty percent (50%) is due upon signed contract. Balance Due:

* The remainder is to be paid in full upon completion of all services if done within 30 days.
* If for ANY reason services are not complete within 30 days, payments will be split into 4 equal monthly payments and due no later than the 5th of each month in advance.
	+ Any outstanding balance must be paid upon completion of all services when within the 4 month timeframe.
	+ If for any reason services cannot be completed within 5 months, Client Name can withhold the final monthly payment until all services are complete.
* **SEE ATTACHED “SERVICES” SHEET FOR DETAILS REGARDING PAYMENTS.**

**3. TERM.** This Agreement will terminate upon completion of listed services. If Client Name should decide to discontinue any of the agreed-upon services in which work has already begun, NO REFUNDS WILL BE ISSUED. Services which have not yet begun can be canceled with 15 days notice to receive a full refund. Uninitiated services canceled after 15 days notice will receive a 50% refund.

**4. WORK PRODUCT OWNERSHIP.** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by T-WORKS INTERIOR DECORATING in connection with the Services will be the exclusive property of **Client Name**. Upon request, T-WORKS INTERIOR DECORATING will execute all documents necessary to confirm or perfect the exclusive ownership of **Client Name** to the Work Product.

**5. CONFIDENTIALITY.** T-WORKS INTERIOR DECORATING, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of T-WORKS INTERIOR DECORATING, or divulge, disclose, or communicate in any manner, any information that is proprietary to **Client Name**. T-WORKS INTERIOR DECORATING and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Agreement.

Upon termination of this Agreement, T-WORKS INTERIOR DECORATING will return to **Client Name** all records, documentation and other items that were used, created, or controlled by T-WORKS INTERIOR DECORATING during the term of this Agreement.

**6. WARRANTY.** T-WORKS INTERIOR DECORATING shall provide its services and meet its obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in T-WORKS INTERIOR DECORATING's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to T-WORKS INTERIOR DECORATING on similar projects.

**7.** **REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 15 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

**8. SEVERABILITY.** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**9. AMENDMENT.** This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**10. GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of Florida.

**11. NOTICE.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**12. ASSIGNMENT.** Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

**13. SIGNATORIES.** This Agreement shall be signed on behalf of **Client Name** and on behalf of T-Works Interior Decorating by Thea Jeffers, CEO and effective as of the date first written above.

Service Recipient: **Client Name**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Service Provider: T-Works Interior Decorating

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Thea Jeffers, CEO Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SERVICES TO BE PROVIDED**

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| --- | --- | --- |
| Item | Description | Total Cost |
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**PAYMENT INFORMATION**

As of Thursday, November 5, 2015, **Client Name** has received and paid for the initial door hangers totaling $

Current payment requirements are as follows:

* Total amount due: $
* Amount due upon signed agreement: (50% of total due) $
* Monthly payments: (due no later than the 5th of each month)