

Florida Service Agreement

Governed by Florida Common Law · Fla. Stat. § 542.335 · Fla. Stat. § 501, Part II

THIS GENERAL SERVICE AGREEMENT (the "Agreement") dated this

, 20

BETWEEN:

OF (CLIENT)

AND

OF (CONTRACTOR)

BACKGROUND:

A. The Client is of the opinion that the Contractor has the necessary qualification, 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 and obligations 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 services (the "Services") consisting of:

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 until the completion of the Services, subject to earlier termination as provided in this Agreement. The Terms of this Agreement may be extended with the written consent of the Parties.

4. In the event either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.

Manufactured Items

5. agrees to sell and agrees to buy, the following product (the "Goods" in accordance with the terms and conditions of this Contract:

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>		

TOTAL \$

Standard Performance

6. The parties agree to do everything necessary to ensure the terms of this Agreement takes effect.

7. Manufacturer hereby agrees that it shall follow the highest professional standards in performing all Services to be provided under this Agreement.

8. Buyer shall pay reasonable shipping costs in accordance with its shipping instructions, but the seller shall be responsible for packaging, shipping and safe delivery and shall bear all risk of damage or loss until the goods are delivered to the Buyer's address.

Delivery

9. Manufacturer shall ensure that each Order received from [] is timely filled and that the Products are delivered within the agreed upon delivery schedule. Manufacturer shall ensure that all Products delivered to [] are invoiced and packaged in accordance with the applicable Order and all applicable U.S. and local laws. Manufacturer shall bear the risk of loss of, or damage to the Products until actual receipt, inspection and acceptance by [] .

Quality Control

10. Manufacturer shall ensure that the Products meet or exceed all of []'s specifications and standards. Manufacturer shall also ensure that the Products meet or exceed all government requirements (including but not limited to rules, regulations and standards issued pursuant to the Consumer Product Safety Act, any other applicable federal or state law, or by the U. S. Federal Trade Commission, Environmental Protection Agency, Consumer Product Safety Commission, and any other federal or state agency). All of the aforementioned is subject to []'s prior review and approval as to quality. Without limiting the foregoing, the Products shall be of high quality as to workmanship, fit, design and materials used therein. Manufacturer shall submit pre-production samples to [] for its review and approval. Manufacturer will ensure that the Products are at least equal in quality, workmanship, appearance, fit, design and material to the pre-production samples approved by Sun Pop Life. []'s payment for, retention, use or acceptance of the Products shall not be deemed a waiver of Sun Pop Life's rights to inspect the Products at any reasonable time or place and in any reasonable manner, nor shall such payment for, retention use or acceptance of the Products by [] be deemed a waiver of any breach of any representation or warranty.

Disclosure of Know-How

11. After the execution of this agreement, the Client shall provide all necessary know-how, standards and specifications to the Manufacturer. The Client shall promptly inform the Manufacturer of any knowhow hereafter acquired by the Client. The Manufacturer shall be entitled to make and or retain any notes, records and memoranda relating to the Client's know-how and specifications necessary to provide the Services hereunder.

Management

12. The parties will facilitate and participate in good faith in regular discussion, contact and communication and address matters that may impact on each other.

Currency

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

Compensation

14. For the services rendered by the Contractor as required by this Agreement, the Client will provide compensation (the "Compensation") to the Contractor of a fixed amount of \$ [] .
15. The client will be invoiced after the work is completed.
16. The invoice will be submitted by the Contractor to the Client are due within 3 days of receipt.

17. The Compensation as stated in this Agreement does not include sales tax or other applicable duties as may be required by the law. Any sales tax and duties required by law will be charged so the Client in addition to the Compensation.

Reimbursement of Expenses

18. The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.

Confidentiality

19. Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
20. The Contractor agrees that they will not disclose, divulge, reveal, report, or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligation of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.
21. All written oral information and material disclosed or provided by the Client or the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

Ownership of Intellectual Property

22. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the sole property of the Client. The use of Intellectual Property by the Client will not be restricted in any manner.
23. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

Return of Property

24. Upon the expiration or termination of this Agreement, the Contractor will return to the Client any property, documentation, records or Confidential Information which is the property of the Client.

Capacity/Independent Contractor

25. 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 services.

Notice

26. All notices, requests, demands or other communication required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

or to such other address as any Party may from time to time notify the other.

Termination

27. a) Either party may terminate this Agreement for convenience by providing thirty (30) days written notice ("Termination Notice") to the other party.
- (b) If a party violates its obligations to be performed under this Agreement, the other party may terminate the Agreement by sending a thirty (30) days notice in writing. Upon receiving such notice, the defaulting party shall have thirty (30) days from the date of such notice to cure any such default. If the default is not cured within the required thirty (30) day period, the party providing notice shall have the right to terminate this Agreement.

Indemnification

28. 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 affiliates, officers, agents, employees and permitted successor 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 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.

Dispute Resolution

29. In the event of a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation.

30. If the dispute is not resolved within a reasonable period than any of all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is unavailable or is not successful in resolving the entire dispute, the parties are entitled to all legal remedies as established by law for the State of Florida.

Modification of Agreement

31. 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.

Time Frame

32. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

33. The Contractor will not voluntarily or by operation of law assign or otherwise transfer its obligation under this Agreement without the prior written consent of the Client.

Entire Agreement

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

Severability

35. If 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

36. 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 be constructed as a waiver of any subsequent breach of the same or other provisions.

Organization's Acknowledge

37. The parties acknowledge and agree that, prior to making this contract, it has examined carefully and acquired actual knowledge of the contents of the contract and any other information made available in writing by the other party for the purpose of making the contract.

Governing Law

38. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed to the exclusion of the law of any other forum, by the laws of the State of Florida, without regard to the jurisdiction which any action or special proceeding may be instituted.

IN WITNESS WHEREOF the Parties have duly affixed their signature under hand and seal on this

The [] day of [], 20[].

[]

By: []

Contractor []

By: []