



Sullivan Home Services, Inc.

GENERAL AGREEMENT HOMEWATCH SERVICES

This contract for Services (this "Contract") is made effective as of _____ by and between Customer _____

and Sullivan Home Services, Inc. of 1422 SW 2nd Place, Cape Coral, Fl. 33991. In this Contract, the party who is contracting to receive services will be referred to as "Customer", and the party who will be providing the services will be referred to as "Sullivan Home Services, Inc.".

1. **DESCRIPTION OF SERVICES.** Beginning on _____, Sullivan Home Services, Inc. will provide to Customer the following services(collectively, the "Services") at the following address:

Property Address: _____

Homewatch Service - to include 2 visits per month for a period of 1 year from date of contract. Visits to occur on or about the first and the fifteenth of each month. Additional visits and services are available as needed for additional compensation.

2. **PAYMENT FOR SERVICES.** In exchange for the Services Customer will pay compensation to Sullivan Home Services Inc. for the Services in quarterly installment(s) of \$ 150.00 each.
3. **TERM.** This Contract will remain in effect for a period of 1 year.
4. **CONFIDENTIALITY.** Sullivan Home Services, Inc., 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 Sullivan Home Services, Inc., or divulge, disclose, or communicate in any manner, any information that is proprietary to Customer. Sullivan Home Services, Inc. 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 Contract.
5. **WARRANTY.** Sullivan Home Services, Inc. shall provide its services and meet its obligations under this Contract in a timely workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Sullivan Home Services community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Sullivan Home Services, Inc. on similar projects.
6. **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 Contract (including without limitation the failure to make a monetary payment due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall

describe with sufficient detail the nature 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 Contract.

7. **ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between parties.
8. **SEVERABILITY.** If any provision of this Contract 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 Contract 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 Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.
10. **GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the State of Florida.
11. **NOTICE.** Any notice or communication required or permitted under this Contract 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 Contract without prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.
13. **BILLING ADDRESS:** _____
14. **CONTACT PHONE:** _____
15. **CONTACT E-MAIL:** _____

Customer

Service Provider: Sullivan Home Services, Inc. Ted Sullivan, President