

# **CLIENT SERVICE AGREEMENT**

This agreement stipulates that Fashant Outdoor Services LLC has been hired by the party named below to perform the selected services at the listed address.

FULL NAME:	
AUTHORIZED REPRESENTATIVE (if applicable,	):
EMAIL:	PHONE NUMBER:
BILLING ADDRESS:	
CITY, STATE, ZIP:	
SERVICE ADDRESS:	
CITY, STATE, ZIP:	
SERVICES:	
☐ Dock Installation/Removal	☐ Barge Service
☐ Lift Installation/Removal	☐ Snow Removal
☐ Lift Re-level/Repair	Other:
SERVICE DETAILS:	
TENTATIVE SERVICE DATE(S):	
PRICE:	

# TERMS OF SERVICE AGREEMENT

# **TERMS OF PAYMENT**

Upon completion of the services selected on the previous page, Fashant Outdoor Services LLC will submit an invoice to the email address provided by the client on the previous page. All credit card payments are subject to a 3% processing fee. All checks must be written out to "Fashant Outdoor Services". Net 15: all services must be paid in full within 15 standard days after the invoice is sent. Failure to pay after 15 days will result in a 5% late fee being added to the client's service bill. Failure to pay every 15 days afterwards will result in an additional 5% being added to the client's service bill.

#### PRIVACY POLICY

The client consents to Fashant Outdoor Services LLC having their personal information (name, address, contact information, etc.) securely on-file. Fashant Outdoor Services LLC will not share the client's contact information with third-party businesses or business partners unless signed-permission is granted by the client. Personal information regarding payment and payment methods will not be released. Fashant Outdoor Services LLC is not responsible for lost or stolen information, and the client will not hold Fashant Outdoor Services LLC liable. In the event that personal information is leaked or stolen, Fashant Outdoor Services LLC will take immediate action to contact the client and inform them of the event.

# **EXPENSES**

Fashant Outdoor Services LLC will be responsible for all its own expenses that are incurred while performing services under this agreement. These expenses include but are not limited to the following:

- Purchasing parts and equipment that are owned and operated by Fashant Outdoor Services LLC.
- Renting equipment (trailers, machinery, etc.) that will be operated strictly by Fashant Outdoor Services LLC employees or personnel.

#### ADDITIONAL SERVICES

Fashant Outdoor Services LLC is obligated to only complete the services selected by the client on Page 1 of this agreement. Any additional services requested after the signing of this agreement will require that the client signs a new agreement that lists the additional services that are requested.

#### **RE-LEVELING DOCKS AND BOAT LIFTS**

The client understands that their dock and or boat lift may require re-leveling after it settles in its residing body of water. The client understands that Fashant Outdoor Services LLC is not responsible for such natural occurrences that are beyond its ability to control and will not hold Fashant Outdoor Services LLC liable for any damages or loss due to such natural occurrences. The client understands that Fashant Outdoor Services LLC offers re-leveling services.

#### INDEPENDENT COMPANY STATUS

Fashant Outdoor Services LLC is an independent company, and its employees and personnel will not be deemed the client's employees and personnel. In its capacity as an independent company, Fashant Outdoor Services LLC agrees and represents, and the client agrees, as follows:

- Fashant Outdoor Services LLC has the right to perform services for others during the term of this agreement.
- Fashant Outdoor Services LLC has the sole right to control and direct the means, manner, and method by which the services required by this agreement will be performed.
- Fashant Outdoor Services LLC has the right to perform the services required by this agreement at any place or location and at such times Fashant Outdoor Services LLC may determine. A notice will be provided to the client if services need to be performed outside of agreed time, date, or location.
- Fashant Outdoor Services LLC has the right to hire assistants as subcontractors or to use its employees to provide the services required by this agreement.
- The services required by this agreement will be performed by Fashant Outdoor Services LLC employees and personnel. Clients will not hire, supervise, or pay any assistants to help contractors.
- Fashant Outdoor Services LLC nor its employees or personnel will receive any training from clients in the professional skills necessary to perform the services required by this agreement.

## **CLIENT PARTICIPATION**

The client understands that if they wish to participate in performing services required by this agreement under the direction of Fashant Outdoor Services LLC, they understand and agree to the following:

- The client participates at their own risk and agrees to not hold Fashant Outdoor Services LLC liable for any personal injury or damage.
- The client understands that they are not an employee of Fashant Outdoor Services LLC and therefore not entitled to any benefits, privileges, or compensation received by employees of Fashant Outdoor Services LLC.

## LIABILITY

Fashant Outdoor Services LLC is not liable for any injury to client's person or for any damage to client's property after services required by this agreement have been completed.

# **BUSINESS PERMITS, CERTIFICATES, AND LICENSES**

Fashant Outdoor Services has complied with all federal, state, and local laws requiring business permits, certificates, and license required to carry out the services to be performed under this agreement.

#### STATE AND FEDERAL TAXES

The client will not withhold FICA (Social Security and Medicare taxes) from Fashant Outdoor Services LLC's payment(s) or make FICA payments on Fashant Outdoor Services LLC's behalf, make state or federal unemployment compensation contributions on Fashant Outdoor Services LLC's behalf, or withhold state or federal income tax from Fashant Outdoor Services LLC's payment(s).

#### **FRINGE BENEFITS**

Fashant Outdoor Services LLC understands that its employees and personnel are not eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the client.

# WORKER'S COMPENSATION, UNEMPLOYMENT COMPENSATION, AND INSURANCE

Clients will not make any worker's compensation, unemployment compensation, or insurance payments on behalf of Fashant Outdoor Services LLC.

# **MEDIA PUBLICATION**

The client consents to having images and video of their personal property published strictly for promotional purposes on the condition that the images and video do not contain address information or registration information.

## **TERM OF AGREEMENT**

This agreement will become effective when signed by client and will terminate on the date Fashant Outdoor Services LLC completes the services required by this agreement or on the date a party terminates the agreement as provided below:

# **TERMINATING AGREEMENT**

This agreement may be terminated under either of the following conditions:

- Without cause, by 7 standard days prior written notice by either party.
- With cause, immediately upon material breach of any term of this agreement by either party.

The client shall promptly pay Fashant Outdoor Services LLC for services performed before the effective date of termination. The client shall not owe Fashant Outdoor Services LLC for services performed following the effective date of termination.

I have read and agree to the terms set forth by this agreem	าent.
Signo	 ature
Date (dd/mm/	 'yyyy)