

SERVICE AGREEMENT

THIS SERVICE AGREEMENT dated this 17th day of April, 2008, by and between _____ of _____ (hereinafter the "Customer") and **MIND IN THE GUTTER**, of 1811 Huguenot Rd Bldg B Ste 208, Midlothian, Virginia, 23113 (hereinafter the "Service Provider")

WITNESSETH:

WHEREAS Customer and Service Provider, the parties to this agreement, agree to the following terms and conditions:

Services Provided

1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services consisting of Standard Gutter Cleaning performed ____ times per year for the duration of two (2) years. Gutter Cleanings will be performed between May 15th - June 15th and Nov 15th - Dec 15th each year, and such other services as the Customer and the Service Provider may agree upon from time to time (the "Services"). The Service Provider hereby agrees to provide such Services to the Customer.

Term of Agreement

2. The term of this Agreement will begin on the above date and will remain in full force and effect for two (2) years from the date of the hereof, subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties, no less than thirty (30) days prior to the expiration of the initial term of this Agreement.

Compensation

3. For the services rendered by the Service Provider as required by this Agreement, the Customer will pay to the Service Provider compensation amounting to \$____ per year, or \$____ per Spring Gutter Cleaning and \$____ per Fall Gutter Cleaning.
4. This compensation shall be payable when services are rendered while this Agreement is in force. Customer will be notified prior to service so that payment arrangements can be

made. In the event payment is not received at time services are rendered, Customer agrees to pay for all services on the within seven (7) days from the date of billing. Customer understands that interest at 1.5% per month or 18% per annum is charges on past due balances. In the event an account is turned over to an attorney for collection the Customer agrees to pay reasonable attorney's fees and all other costs incurred for collection thereof.

Provision of Extras

5. The Customer will not provide any assistance or extras for the use of the Service Provider in providing the Services.

Performance Penalties

6. No performance penalty will be charged if the Service Provider does not perform the Services within the time frame provided by this Agreement.

Confidentiality

7. The Service Provider agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information with respect to the business of the Customer, which the Service Provider has obtained, except as may be authorized by the Customer and deemed necessary or desirable to further the business interests of the Customer. This obligation will survive indefinitely upon termination of this Agreement.

Non-Solicitation

8. Any attempt on the part of the Service Provider to induce to leave the Customer's employ, or any effort by the Service Provider to interfere with the Customer's relationship with its employees or other service providers would be harmful and damaging to the Customer.
9. The Service Provider agrees that during the term of this Agreement, the Service Provider will not in any way directly or indirectly:
 - a. induce or attempt to induce any employee or other service provider of the Customer to quit employment or retainer with the Customer;

- b. otherwise interfere with or disrupt the Customer's relationship with its employees or other service providers;
- c. discuss employment opportunities or provide information about competitive employment to any of the Customer's employees or other service providers; or
- d. solicit, entice, or hire away any employee or other service provider of the Customer.

Ownership of Materials

- 10. All materials developed, produced, or in the process of being so under this Agreement, will be the property of the Customer. The use of the mentioned materials by the Customer will not be restricted in any manner.
- 11. The Service Provider may retain use of the said materials and will not be responsible for damages resulting from their use for work other than services contracted for in this Agreement.

Return of Property

- 12. Upon the expiry or termination of this Agreement, the Service Provider will return to the Customer any property, documentation, records, or confidential information which is the property of the Customer.

Assignment

- 13. The Service Provider will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.

Capacity/Independent Contractor

- 14. It is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee in providing the Services under this Agreement. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Modification of Agreement

15. 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.

Notice

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

a. _____

b. D. E. Powers & Company, LLC, d/b/a Mind in the Gutter
1811 Huguenot Rd Bldg B Ste 208, Midlothian, Virginia, 23113
Fax Number: 804-378-7472 Email: info@mindinthegutter.com

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

Costs and Legal Expenses

17. In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

Time of the Essence

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

Entire Agreement

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

Limitation of Liability

20. It is understood and agreed that the Service Provider will have no liability to the Customer or any other party for any loss or damage (whether direct, indirect, or consequential) which may arise from the provision of the Services.

Indemnification

21. The Service Provider will indemnify and hold the Customer harmless from any claims against the Customer by any other party, arising directly or indirectly out of the provision of the Services by the Service Provider.

Enurement

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

Currency

23. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in United States dollars

Titles/Headings

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

Gender

25. 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

26. This Agreement shall be construed pursuant to the laws of the Commonwealth of Virginia, with the proper venue being Chesterfield County, Virginia. This Agreement shall inure to the benefit of the parties hereto, their heirs, assigns and representatives.

Severability

27. 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

28. 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.

WITNESS the following signatures:

CUSTOMER:

D. E. Powers & Company, LLC,
d/b/a MIND IN THE GUTTER

PRINT NAME

By: _____

SIGNATURE

Its: _____