



SERVICE AGREEMENT

THIS AGREEMENT made as of the ____ day of _____, _____.

BETWEEN:

Embark Landscape & Design Inc., a body corporate, registered to carry on business in the Province of Alberta, with an office at 18432 – 55 Avenue NW, Edmonton, AB T6M 1Y7.
(hereinafter referred to as “Embark”)

OF THE FIRST PART

-and-

_____ **residing at** _____ (hereinafter referred to as the “Customer”)

OF THE SECOND PART

WHEREAS Embark is engaged in the business of providing landscaping, outdoor construction and design services

And

WHEREAS the Customer desires to obtain services from Embark as more specifically set out in this Agreement and Embark desires to provide such services and to enter into this Agreement with the Customer;

NOW THEREFORE in consideration of the premises hereto and the mutual covenants and agreements herein set forth, the parties hereto agree as follows:

1. SERVICES

- a) Embark agrees to provide the services in accordance with the terms and conditions set out in this Agreement and as specifically described in Schedule “A” attached to and forming a part of this Agreement (the “Services”).

- b) The Customer shall have the right to make changes to the Services. Changes must be authorized by a written revision or addendum to this Agreement.

2) FEE AND PAYMENT TERMS

- a) In consideration of Embark providing the Services, the Customer agrees that it shall pay to Embark the fee of _____, plus any value added taxes, such as GST and PST, if applicable.
- b) All amounts payable under this Agreement shall be due and payable as provided: 50% upon signing of of contract, and 50 % upon completion. In cases where upon job is in excess of two weeks' length, a 20% installment will be required upon the end of the second week. A late payment charge of the lesser of one and one-half percent (1½%) per month (annual rate of 18%) or the maximum amount permitted by applicable law, will be added to any amounts more than thirty (30) days past due, which amounts have not been previously disputed in good faith and in writing within thirty (30) days of the date they are due. Any amounts disputed and later found to be owing shall bear interest at the above rate until paid in full. The Customer shall be responsible for any collection costs, including but not limited to legal fees and expenses on a solicitor-own Customer basis.

3) STANDARD OF CARE

- a) In providing the Services, Embark will endeavour to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same industry, under similar circumstances. No other warranty or guarantee expressed, implied or statutory is made or intended by this Agreement.

4) LIMITATION OF LIABILITY

- a) In consideration of the provision of the Services, the Customer agrees that any and all claims which it has or hereafter may have against Embark in any way arising out of or related to Embark's duties and responsibilities pursuant to this Agreement, whether such claims are in contract, negligence or other tort, shall be limited to the amount of fees received by Embark for the Services as set out in Article 2 of this Agreement.

- b) In no event shall Embark be liable for any loss which is occasioned by a delay beyond the control of Embark, or for any loss which in any manner relates to a loss of earnings, profits or products, economic loss, delay, business interruption or which relate to special damages or consequential damages caused in any manner whatsoever, or any other damages which are not direct damages flowing from a breach of Embark's standard of care, set out in Article 3 of this Agreement.

5) TERMINATION

- a) The Customer may, at any time, suspend or terminate all or any part of the Services for any reason whatsoever effective immediately upon written notice to Embark. Embark shall continue to execute any part of the Services not suspended or terminated.
- b) In the event of termination, Embark shall be entitled to full payment of the part of the Services done by it under the terms and conditions of this Agreement up to the effective date of such termination together with reimbursement of reasonable documented demobilization costs incurred by Embark (the mobilization charge in the quote provided).

6) CONFIDENTIALITY

- a) Each party to this Agreement agrees to treat the Confidential Information of the other party as confidential and exercise at least the same degree of care and discretion with respect to the Confidential Information of the other as it exercises in protecting its own Confidential Information, but in no event exercising less than reasonable care and discretion. Each party agrees not to disclose Confidential Information of the other to a third party without the prior written approval of the disclosing party, except that the receiving party may disclose the Confidential Information to third party agents and contractors solely for the purpose of fulfilling obligations or exercising rights under this Agreement, provided that the recipient of such Confidential Information is under obligations of confidentiality consistent with this Agreement. Each party to this Agreement shall use the Confidential Information of the other party solely for the purpose of exercising rights or fulfilling obligations under this Agreement.
- b) For the purposes of this Agreement, "Confidential Information" means any information about a party, including but not limited to information about its

business, products, services, suppliers, customers, or pricing that is provided or otherwise obtained pursuant to this Agreement, except that Confidential Information does not include information that: (i) was in the prior possession of the receiving party; (ii) was received by the receiving party from a third party without the obligation of confidentiality; (iii) is in the public domain; or (iv) is developed independently by a party without use of or reference to the information of the other party.

7) GOVERNING LAW AND ARBITRATION

- a) This Agreement and the rights and obligations of the parties under this Agreement shall be governed by and construed with the laws of the Province of Alberta and the federal laws of Canada applicable therein.
- b) All disputes arising out of or in connection with this Agreement, or in respect of any legal relationship associated or derived from this Agreement, which cannot be resolved by the parties to this Agreement, will be finally resolved by arbitration under the Arbitration Rules of the ADR Institute of Canada, Inc. The Seat of Arbitration will be Alberta. The language of the arbitration will be English.

8) FORCE MAJEURE

- a) It is agreed between the parties to this Agreement that neither party shall be held responsible for damages caused by the delay or failure to uphold its undertakings under the terms of this Agreement when the delay or failure is due to fires, strikes, floods, acts of God, war, lawful acts of public authorities, or delays or defaults caused by common carriers, which cannot reasonably be foreseen or provided against ("Force Majeure"). For greater certainty, a lack of finances or an inability to pay shall not be considered an event of Force Majeure.

9) AMENDMENTS

- a) No amendment or modification of this Agreement shall be binding unless in writing, signed by all the parties to this Agreement.

10) SEVERABILITY

- a) If any provision of this Agreement shall be held to be invalid, illegal or

unenforceable, the validity, legality or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

11) NOTICES

All notices or other documents required to be given in writing pursuant to this Agreement shall be delivered personally or by courier, mailed or transmitted electronically at the following addresses or to such other address as may be provided from time to time:

The Corporation: Embark Landscape & Design Inc.
11230 228 St Edmonton AB T5S 2B7
embarklandscapedesign@gmail.com
Ben Hobden: (780)-716-3064

The Customer: _____
Address: _____
Contact: _____

Any notice:

- (a) delivered personally or by courier shall be deemed to have been given and received on the day on which it was delivered and, if not a business day, on the first business day thereafter;
- (b) mailed shall be deemed to have been given and received on the fifth business day after it was mailed, provided that if the Party giving the notice knows or ought reasonably to know of disruptions in the postal system that might affect the delivery of mail, such notice shall not be mailed but shall be given by personal or electronic delivery; or
- (c) transmitted electronically shall be deemed to have been given and received on the day of its transmission as shown on the sender's confirmation of transmission and, if not a business day, on the first business day thereafter.

12) FURTHER ASSURANCES

- a) Each party to this Agreement agrees to execute any and all documents and to perform such other acts as may be necessary or expedient to further the purposes of this Agreement and the transactions contemplated hereby.

13) TIME OF THE ESSENCE

- a) Time shall be of the essence of this Agreement.

14) ENTIRE AGREEMENT

- a) This Agreement, schedules, amendments and documents referenced in this Agreement constitute the entire agreement between Embark and the Customer with respect to the subject matter of this Agreement.

15) ORIGINALS AND COUNTERPARTS

- a) This Agreement may be executed in any number of counterparts by any of the parties to this Agreement. Each executed counterpart shall be deemed to be an original and all such counterparts shall together constitute one and the same instrument. A photocopied, faxed or scanned copy of an executed counterpart shall be deemed to be an original executed counterpart until such time as the original executed counterpart is delivered to the other party.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

EMBARK LANDSCAPE & DESIGN INC.

Ben Hobden , _____ , _____

_____ , _____ , _____

Name

Signature

Date