

## General Contract for Services

This Contract (the "Contract") is made effective as of March 15, 2017, by and between Shani Abromowitz, of 1111 Alpha Rd NW, Olympia, Washington 98506, (Shani), and Janine Woman, of 2222 Beta St SW, Olympia, Washington 98506, (Janine).

1. **DESCRIPTION OF SERVICES.** Beginning on March 15, 2017, Shani will provide to Janine the following services (collectively, "the Services"):

Consultation and Design of a perennial based edible landscape in Janine's backyard.

2. **PAYMENT.** Payment shall be made to 1111 Alpha Rd NW, Olympia, Washington, 98506. Janine agrees to pay in installment payment(s) of \$500.00 per month until total bill is paid off in entirety.

In addition to any other right or remedy provided by law, if Janine fails to pay for the Services when due, Shani has the option to treat such failure to pay as a material breach of this Contract, and may cancel the Contract and/or seek legal remedies.

Janine will pay for the cost of plants, soils, pots, irrigation supplies, amendments, and similar materials necessary for the installation of the edible landscape.

3. **WARRANTIES.** Shani shall provide services and meet the obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Shani's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Shani on similar projects.
4. **TERM.** This contract will terminate automatically upon completion by Shani of the Services, and Janine of the Payments required by this contract.
5. **DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:
  - a. The failure to make a required payment when due.
  - b. The insolvency or bankruptcy of either party
  - c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
  - d. The failure to make available or deliver the Services in the time and manner provided for in this contract and attached bid.

6. **REMEDIES ON DEFAULT.** 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 when 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 the default. The party receiving such notice will have 14 days from the effective date of such notice to cure the default(s). Unless waived by the party providing the notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

- 7. FORCED MAJEURE.** If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure") and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm, or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or supply failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of the party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.
- 8. DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to the Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgement may be entered upon it by any court having paper jurisdiction.

- 9. CONFIDENTIALITY.** Shani and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for personal benefit of Shani, or divulge, disclose, or communicate in any manner, any information that is proprietary to Janine. Shani 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.

Upon termination of the Contract, Shani will return to Janine all records, notes, documentation, and other items that were used, created, or controlled by Shani during the term of this Contract.

10. 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 addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.
11. **ENTIRE CONTRACT.** This Contract contains the entire agreement of the parties regarding the subject matter of this Contract, and there are no other promises or conditions in any other agreement whether oral or written. This contract supersedes any prior written or oral agreements between the parties.
12. **AMENDMENT.** The Contract may be modified or amended if the amendment is made in writing and signed by both parties.
13. **SEVERABILITY.** If any provision of this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall 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 shall be deemed written, construed, and enforced as so limited.
14. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of the Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.
15. **APPLICABLE LAW.** This Contract shall be governed by the laws of the State of Washington.
16. **SIGNATORIES.** This Agreement shall be signed on behalf of Janine by Ms Janine Woman and on behalf of Shani by Shani Abromowitz, Orner and effective as of the date first above written.

Service Recipient:  
Janine Woman

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Janine Woman

Service Provider:  
Shani Abromowitz

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Shani Abromowitz

Soulful Soils - Shani's Edible Landscaping and You

You're about to enter into an agreement to alter a piece of land of your choice with the intention to:

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By signing this contract you are agreeing to pay for the below services:

- Consultation \$45/hour or \$ \_\_\_\_\_
- Design \$45/hour or \$ \_\_\_\_\_
- Installation \$45/hour or \$ \_\_\_\_\_
- Maintenance \$45/hour or \$ \_\_\_\_\_
- 6 Month Maintenance Plan \$35/hour

By signing this contract you are agreeing to pay for services:

- Once a month on the \_\_\_\_\_
- Twice a month on the \_\_\_\_\_
- Weekly on \_\_\_\_\_
- Hourly at the \_\_\_\_\_

Payments can be made to Soulful Soils of 1111 XOXO St nw, Olympia, 98506 via check, cash, paypal, credit card, or debit card.

Shani's Edible Landscaping business Soulful Soils takes no responsibility for poor plant health as a result of weather, owner mismanagement, lack of necessary materials listed on the Material Order Sheet, pest, disease, water quality/quantity, nutrient deficiencies, soil quality, or chemical applications. Shani and Soulful Soils are not responsible for any damaged equipment, household or otherwise owned by the client when Shani is not on property, and that which is not a direct result of Shani or Soulful Soils's actions. Unless otherwise agreed upon the client, \_\_\_\_\_ agrees to pay for and pick up the materials listed by Shani in the Material Order Sheet.

By signing this contract Shani Abromowitz of Soulful Soils agrees to perform the services offered by the Soulful Soils Edible Landscaping business to the best and agreed upon standard with the intention of meeting the negotiated project goal in a timely and professional manner.

This contract is broken in the event of emergencies, natural catastrophes, a plague of locusts, etc. Services offered by Soulful Soils will cease in the event of a no-payment by the client. Soulful Soils is not responsible for plant performance in the event of an early contract termination. This contract continues until the negotiated project goals have been satisfied, or the project has terminated early and necessary payment of services up until such date have been made. If payment is delayed two weeks passed due date Soulful Soils will provide a warning notice and the client has two weeks following to make the due payment. If payment is not made after the subsequent two weeks, Soulful Soil retains the right to terminate the project early. If Soulful Soils has not performed expected tasks in a timely and professional manner, as

negotiated between Shani and the client and found in the Milestone Agreement, the client retains the right to early project termination.

Early project termination can be agreed upon by Shani and the client at any point in time after the signing of this contract, granted that the appropriate milestone has been reached and payment has been made.

By signing on the lines below you, the client, and Shani of Soulful Soils Edible Landscaping agree to the terms and conditions outlined in this contract :

CLIENT

X (Print) \_\_\_\_\_ Date \_\_\_\_\_

X (Sign) \_\_\_\_\_

SOULFUL SOILS EDIBLE LANDSCAPING

X \_\_\_\_\_ Shani Abromowitz \_\_\_\_\_ Date \_\_\_\_\_

X (Sign) \_\_\_\_\_

Termination Date \_\_\_\_\_