

SERVICE AGREEMENT

This Agreement is made this X day of _____, 2012, by and between ecomaine, a Maine non-profit, non-stock solid waste management corporation (the "Owner") and _____ a _____ Company having a principal place of business at _____(the "Contractor").

WITNESSETH:

In consideration of mutual promises and covenants contained in this Agreement, and for (\$XXXXXX) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. As used in this Agreement, when initially capitalized the following terms shall have the following meanings:

a) "Contract Documents" means the following documents, which are hereby incorporated by reference as if fully set forth herein and which represent the entire and integrated agreement between Owner and Contractor and supercede any and all prior negotiations, representations, or agreements, written or oral: this Agreement, the General Terms, the Specifications, and all other schedules, exhibits and other documents, if any, attached to this Agreement.

b) "General Terms" means Owner's General Terms and Conditions to Contract, dated August 15, 2011 attached as Exhibit A to this Agreement.

c) "Specifications" means Stantec Specifications and related documents as follows:

- Stantec Specification 14210, Revision A, dated January 28, 2012

2. The Contractor shall perform the Service Elevator Repair Work in accordance with all of the terms, conditions and requirements of the Contract Documents (the "Work").

3. The Contractor shall provide all of the material, supplies, equipment, tools, labor and other goods and services not required to be supplied by the Owner that are necessary or reasonably required for or incidental to the completion of the Work in accordance and in compliance with all of the terms, conditions and requirements of the Contract Documents.

4. The Contractor shall commence and perform the Work required by the Contract Documents upon Contract award with a completion date no later than TBD.

5. The Contractor agrees to perform all of the Work described in or reasonably inferable from the Contract Documents, for a sum of (\$____) unless mutually agreed between the parties in accordance with Article 12, "Changes in Work," of the General Terms.

6. Owner will pay to Contractor such amounts as are required by the Contract Documents in accordance with Article 13, "Payment," of the General Terms.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns.

8. Notices to either party to this Agreement shall be sent to the following addresses:

OWNER
Kevin Trytek
ecomaine
64 Blueberry Road
Portland, Maine 04102

CONTRACTOR

9. This Agreement may be executed in counterparts, each of which shall be deemed an original, as of the date first above written.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officers, this Agreement as of the date first above written.

Witness

ecomaine

By: _____

Print Name: _____

Title: _____

Witness

By: _____

Print Name: _____

Title: _____