

## **AQUALABS AQUARIUM AND PALUDARIUM RENTAL AND MAINTENANCE SERVICE AGREEMENT**

This Service Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, of the calendar year \_\_\_\_, by and between Alexander Jiro Nomiya Krause, an independent contractor residing in California, and [Client's Name], a company/individual with its principal office/residence located at [Client's Address].

### **1. Scope of Services**

**1.1 Aquarium and Paludarium Installation:** The Contractor agrees to install an aquarium or paludarium (the "Tank") at the Client's premises. The installation is provided as part of the agreed service package.

**1.2 Maintenance Services:** The Contractor will provide regular maintenance services for the Tank, including but not limited to cleaning, water quality checks, feeding, and health monitoring of the aquatic and, where applicable, terrestrial life within a paludarium. The Client is not required to perform any maintenance tasks.

### **2. Term and Renewal**

**2.1 Initial Term:** The initial term of this Agreement shall be for a period of twelve (12) months, commencing on the date of installation.

**2.2 Renewal:** At the end of the initial term, this Agreement may be renewed upon mutual agreement of both parties. If the Agreement is not renewed, the Contractor retains the right to remove the Tank if it is still Contractor-owned.

### **3. Ownership and Repossession**

**3.1 Ownership:** Ownership of the Tank, all associated equipment, and all life contained within shall be determined based on the agreement between the parties. If the Tank and equipment are rented, the Contractor retains ownership.

**3.2 Removal:** Upon termination or expiration of this Agreement without renewal, the Contractor reserves the right to remove the Tank and all associated equipment, as well as all life contained within.

### **4. Fees and Payment**

**4.1 Payment:** The Client agrees to pay the Contractor a monthly fee of [Amount] USD for the services provided under this Agreement. Payments are due on the [Due Date] of each month.

**4.2 Late Payment:** Any payment not received within [Grace Period, e.g., 10 days] of the due date shall be considered late and may be subject to a late fee of [Late Fee Amount] USD.

## 5. Client Obligations

**5.1 Power Supply:** The Client is responsible for maintaining a continuous and reliable power supply to the Tank. The Contractor shall not be liable for any damage to the Tank, its equipment, or its contents due to power interruptions.

**5.2 Structural Support:** The Client is responsible for ensuring that the floor or surface where the Tank is installed can adequately support its weight. The Contractor will provide the necessary specifications regarding weight.

**5.3 No Alterations:** The Client agrees not to touch, alter, or interfere with the Tank, its equipment, or its contents in any way. Any alterations or interference may result in additional charges or termination of this Agreement.

**5.4 Liability for Damage:** The Client shall be liable for any damage to the Tank, its equipment, or the life contained within caused by negligence, misuse, or failure to comply with the terms of this Agreement.

## 6. Liability and Indemnification

**6.1 Liability:** The Contractor shall not be liable for any damages resulting from the Client's failure to maintain power supply or ensure proper structural support.

**6.2 Indemnification:** The Client agrees to indemnify and hold harmless the Contractor from and against any claims, damages, losses, or expenses arising out of the Client's failure to fulfill their obligations under this Agreement.

## 7. Termination

**7.1 Termination by Contractor:** The Contractor reserves the right to terminate this Agreement immediately if the Client fails to comply with the terms set forth herein, including but not limited to non-payment, tampering with the Tank, or failure to maintain adequate power supply and structural support.

### 7.2 Termination by Client:

- The Client may terminate this Agreement by providing the Contractor with thirty (30) days' written notice. Upon termination, the Contractor shall remove the Tank and all associated equipment.
- **Termination During Tank Construction:** If the Client terminates the Agreement while the Contractor is still in the process of building or setting up the Tank, the Client agrees to pay the Contractor for all material costs incurred up to the point of termination. Additionally, the Client will be responsible for paying an amount equivalent to two (2) months of the agreed rental fees.

**7.2 Termination by Client:** The Client may terminate this Agreement by providing the Contractor with thirty (30) days' written notice. Upon termination, the Contractor shall remove the Tank and all associated equipment.

## **8. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles.

## **9. Force Majeure**

**9.1 Force Majeure:** The Contractor shall not be liable for any failure or delay in performing any obligation under this Agreement if such failure or delay is caused by events beyond the Contractor's reasonable control, including but not limited to acts of God, natural disasters (such as earthquakes, floods, or hurricanes), fire, explosion, pandemics, war, terrorism, civil unrest, strikes, or any other unforeseen events or circumstances that make performance impossible or impracticable.

**9.2 Resumption of Services:** The Contractor will make reasonable efforts to resume services as soon as practicable following the resolution of the force majeure event. No refund or compensation shall be owed to the Client for any services affected during this period.

**9.3 Mitigation:** The Contractor agrees to take reasonable steps to mitigate the impact of the force majeure event on its performance under this Agreement.

## **10. Entire Agreement**

This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior agreements, discussions, or representations, whether written or oral.

## **11. Amendments**

Any amendments or modifications to this Agreement must be in writing and signed by both parties.

## **12. Severability**

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

## **13. Notices**

Any notices required or permitted under this Agreement shall be in writing and delivered to the parties at their respective addresses set forth above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**Contractor**

Alexander

[Signature]

(415)640-9340

AquaLabsCA@outlook.com

**Client**

[Authorized Signature]

[Name and Title]