

GENERAL CONTRACT FOR SERVICES

This Contract for Services (this "Contract") is made effective as of November 16, 2019, by and between Anthony & Lula Burrus of 213 Carver Street, Waco, Texas 76704, and Texas Pro Environment of 204 Applegrove Circle, Waco, Texas 76704. In this Contract, the party who is contracting to receive services will be referred to as "Anthony-Lula," and the party who will be providing the services will be referred to as "TPE - Marcus Jackson."

1. DESCRIPTION OF SERVICES. Beginning on November 16, 2019, TPE - Marcus Jackson will provide to Anthony-Lula the following services (collectively, the "Services"):

- 2.5 Ton Coleman Coil 1 \$1.00
- 2.5 Ton Coleman Condenser 1 \$1.00
- 2.5 Ton Furnace 1 \$4,200.00 \$4,200.00
- 6-8 hours installation
- Filter Base
- Float switch
- Gas line w/cut off.

(Marcus Jackson supplies a one (1) year service warranty. The warranty covers any adjustments to the unit; e.g., temperature adjustment, wooden base repairs, Freon installation, any service related to maintaining the unit's efficiency.) (Marcus Jackson indicated that Coleman unit model CM30BXA1C, serial# W1M7297125 has a ten (10) year warranty.)

2. PAYMENT FOR SERVICES. In exchange for the Services Anthony-Lula will pay TPE - Marcus Jackson according to the following schedule:

Anthony and Lula Burrus will paid Marcus Jackson half of the balance of \$2100.00 due before the work begins and the other half of \$2100.00 at the completion and inspection of the unit. Anthony and Lula Burrus will also pay \$250.00 for the wooden base.

3. TERM. This Contract will terminate automatically on November 16, 2020.

4. WORK PRODUCT OWNERSHIP. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by TPE - Marcus Jackson in connection with the Services will be the exclusive property of Anthony-Lula. Upon request, TPE - Marcus Jackson will execute all documents necessary to confirm or perfect the exclusive ownership of Anthony-Lula to the Work Product.

5. CONFIDENTIALITY. TPE - Marcus Jackson, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of TPE - Marcus Jackson, or divulge, disclose, or communicate in any manner,

any information that is proprietary to Anthony-Lula. TPE - Marcus Jackson 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 this Contract, TPE - Marcus Jackson will return to Anthony-Lula all records, notes, documentation and other items that were used, created, or controlled by TPE - Marcus Jackson during the term of this Contract.

6. INDEMNIFICATION. TPE - Marcus Jackson agrees to indemnify and hold Anthony-Lula harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Anthony-Lula that result from the acts or omissions of TPE - Marcus Jackson and/or TPE - Marcus Jackson's employees, agents, or representatives.

7. WARRANTY. TPE - Marcus Jackson shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in TPE - Marcus Jackson's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to TPE - Marcus Jackson on similar projects.

8. REMEDIES. 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 shall have 7 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

9. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

10. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will 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 will be deemed to be written, construed, and enforced as so limited.

11. AMENDMENT. This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

12. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Texas.

13. 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 address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

14. ASSIGNMENT. Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Service Recipient:
Anthony & Lula Burrus

By: Lula Burrus 11/16/2019
Lula Mae Burrus
Owner

Service Provider:
Texas Pro Environment

By: Marcus Jackson 11/19/2019
Marcus Jackson
Owner