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*Kwale Plastics Plus Collectors*

P.O. Box 5235, Diani 80401 Mobile: +254 (0)733-766 808 M-Pesa: +254 (0)769-432 268

SERVICE AGREEMENT

This Service Agreement dated this (Date) is between (Customer name) of /Customer’s Place, Diani, Kenya, herein referred to as “Customer” and *Kwale Plastics Plus Collectors*, herein referred to as KPPC.

KPPC has agreed to provide services to the Customer on the terms and conditions set out in this Agreement, while the Customer is of the opinion that Service Provider has the proper and necessary qualifications, experience and abilities to provide services to Customer.

Therefore, in consideration of the matters described above, the receipt and sufficiency of which consideration is hereby acknowledged, the Customer and the Service Provider agree as follows:

1. Scope of Work

KPPC is to provide the Customer with the following services:

Provisions of one (1) Green Station in the location of – Diani Beach compound. Services rendered include weekly collection of segregated non-organic waste created within the compound, plus other requested follow up services in the form of further advice and site visits, as and when needed. Such services may include any other tasks that the Customer and the Service Provider may agree on.

2. Term of Agreement

This Agreement will begin on (Date) and will remain in full force and effect.

3. Termination

If either party seeks termination of this Agreement, the terminating party must provide a 30-day written notice to the other party.

4. Compensation

The Customer will provide compensation to the Service Provider of KSH XXXX for one (1) Green Station and KSH XXXX per month for the segregated non-organic waste collection services rendered by KPPC as required by this Agreement. Compensation is payable at the end of each month in cash or preferably by M-Pesa, using contact number above, or as otherwise advised in writing.

5. Independent Contractor

The Service Provider is acting as an independent contractor in providing the Services under this Agreement, not as an employee. The parties agree that this Agreement does not create a joint venture or a partnership between them.

6. Modification of Agreement

Any modifications or amendments to this Agreement will be binding if evidenced in writing signed by each Party.

7. Notice

All notices or demands required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties.

8. Integration

This Agreement contains the entire agreement and understanding by and between the Customer and the Service Provider and no representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect.

10. Choice of Law

This Agreement and the performance under this Agreement and all suits and special proceedings under this Agreement be construed in accordance with and governed by the laws of Kenya.

11. Severability

The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.

IN WITNESS WHEREOF the parties have duly affixed their signatures under hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_.

**Customer Name Customer Signature**

**Service Provider Name Service Provider Signature**