

Services Agreement

This Services Agreement (“Agreement”) is entered into and made effective as of the ____ day of _____, 201__ (“Effective Date”) by and among _____ d/b/a _____, (the “Company”) and _____ (“Contractor”). For purposes of this Agreement, Watermark Retirement Communities, Inc., (“Watermark”) is acting in its limited capacity as authorized agent for and on behalf of the Company and so executes this Agreement solely in such capacity.

WHEREAS, Company and Contractor desire to enter this Agreement for Contractor to provide certain services as more fully described in this Agreement at the respective Company’s community located at: _____.

NOW THEREFORE, in consideration of the promises and the covenants and agreements herein set forth, and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

1. **SCOPE OF SERVICES.** Contractor will perform the work for the Company as specified in Attachment A attached hereto and made a part hereof (the “Services”). This Agreement shall continue for the term identified in Attachment A unless terminated as provided herein.
2. **TERMINATION.** Company may terminate this Agreement for any reason or for no reason at all, at any time and without penalty or further obligation.
3. **ADDITIONAL TERMS AND CONDITIONS.** Contractor acknowledges that it has read and agrees to all of the terms and conditions posted on the web site below (“Terms”) all of which are intended to bind Contractor and Company, such Terms to be incorporated into this Agreement as if such Terms were fully set forth herein. The Terms may be found at the following link: www.watermarkcommunities.com/vendors. Watermark will provide a printed copy of the Terms upon either written request, or by calling (520) 797-4000.
4. **ENTIRE AGREEMENT.** This Agreement (including the Attachments and Terms) is the entire agreement of the parties respecting the subject matter hereof. There are no other agreements, representations or warranties, whether oral or written, respecting the subject matter hereof. Whenever there is a conflict between the terms or provisions of this Agreement and any Attachment hereto and/or the Terms, the terms of this Agreement shall govern first, and the Terms subsequent.

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement as of the Effective Date.

Company:

Contractor:

By its authorized agent,
Watermark Retirement Communities, Inc.

By: _____
David Barnes
President and Chief Executive Officer

By: _____

Name: _____

Title: _____

Services Agreement

Attachment A – Services and Payment

Detailed Description of the Services:

Services Payment Terms:

Company will verify Contractor's invoice and will present payment, in full, for Services rendered during the previous calendar month, no later than thirty (30) days from Company's receipt of Contractor's invoice. Company agrees to notify Contractor of any disputed invoice amounts within ten (10) days of receipt. If any amount so invoiced and not disputed in good faith is not paid on or before its due date, the outstanding balance shall bear interest from the date of the invoice at a rate of the lesser of fourteen percent (14%) per annum or the maximum rate permitted under applicable state law, until such amount is paid in full. Any payments made thereafter to Contractor on account of the outstanding invoice shall be applied first to interest accrued but unpaid and next to the then oldest unpaid invoice.