

THIS SERVICES AGREEMENT (this "Agreement") is entered into as of _____, 20___, between _____ ("Customer"), and TOWLIFT, INC., an Ohio corporation (the "Company"). The Company and Customer may each be referred to herein as a "Party" and collectively as the "Parties").

Provision of Services. During the Term, as such term is defined herein below, the Company shall provide services to Customer in accordance with the terms of this Agreement, which Services shall be described in more detail in on Schedule A, which is attached hereto and incorporated herein by this reference (the "Services").

Fees. As consideration for the Services the Company will provide to Customer pursuant to the terms hereof, Customer shall pay to the Company the fees specified on Schedule A.

Independent Contractor. Both Parties agree that the Company is acting as an independent contractor in providing the Services hereunder to Customer, and none of the Company's personnel shall be deemed to be an employee or agent of Customer. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever. Each Party shall be fully liable for all workers' compensation premiums, unemployment, general liability, federal, state and local withholding taxes and charges with respect to its respective employees.

Only Terms and Conditions. The Company will provide the Services to Customer under this Agreement on the basis of the Company's standard terms and conditions of sale (available at www.towlift.com), which are incorporated herein by this reference. The Company reserves the right to change such terms and conditions at any time by giving Customer fourteen (14) calendar days' notice of any such changes. If there is a conflict between such terms and conditions and this Agreement, then this Agreement, and not the standard terms and conditions, will govern and control. While the Parties may use their respective purchase orders, invoicing statements, and other standard form documentation to document particular performances undertaken pursuant to this Agreement, no terms stated on such documentation shall alter or override the terms or conditions of this Agreement or the Company's standard terms and conditions of sale, as applicable.

Payment. Except as otherwise provided herein, invoices will be rendered each month by the Company to Customer for Services delivered during the preceding month, and each such invoice shall be payable within thirty (30) business days after the date thereof. Such invoices shall be substantiated by supporting information and shall itemize in reasonable detail the basis for such statement.

Term.

Initial Term. The initial term of this Agreement (the "Initial Term") shall be for a period of 1 year(s) from the date hereof.

Renewal Term(s). Unless one Party or both have delivered written notice that refers to this Section 6.2 at least [30] days before the date the Initial Term or any Renewal Term will expire that such Party desires to terminate this Agreement at the end of such Initial Term or Renewal Term, then the Term will be automatically extended for an additional period of [1] year(s) (each a "Renewal Term") beginning immediately after the end of the current Initial Term or Renewal Term (as the case may be).

Termination.

Breach of Services Agreement. If either Party is in breach of any of its respective obligations under this Agreement and such Party does not cure such default within thirty (30) days after receiving written notice thereof from the non-breaching Party, the non-breaching Party may terminate this Agreement, including the provision of Services pursuant hereto, immediately by providing written notice of termination.

Sums Due. In the event of a termination of this Agreement, the Company shall be entitled to all outstanding amounts due from Customer hereunder up to and including the effective date of termination.

Effect of Termination. Termination or expiration of this Agreement shall not act as a waiver of any breach of this Agreement and shall not act as a release of either Party for any liability or obligation incurred under this Agreement through the effective date of such termination or expiration.

Notices. All notices under this Agreement shall be in writing, and shall be deemed given when personally delivered, or three days after being sent by prepaid certified or registered U. S. mail to the address of the party to be noticed as set forth herein or such other address as such party last provided to the other by written notice.

Waiver. Any of the terms or conditions of this Agreement may be waived in writing at any time by the Party which is entitled to the benefits thereof. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of such provision at any time in the future or a waiver of any other provision **hereof**.

Assignment. This Agreement may not be assigned by Customer without the Company's prior written consent. Any purported assignment without such consent shall be void and of no effect.

Enforceability. If any provision of this Agreement as applied to any Party or to any circumstance shall be adjudged by a court to be invalid or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of such provision in any other

circumstances, or the validity or enforceability of this Agreement. The Parties intend this Agreement to be enforced as written. If any such provision, or part thereof, however, is held to be unenforceable because of the duration thereof or the area covered thereby, the Company and Customer agree that the court making such determination shall have the power to reduce the duration and/or area of such provision, and/or to delete the specific words or phrases, and in its amended form such provision shall then be enforceable and shall be enforced. If any provision of this Agreement shall otherwise finally be determined to be unlawful, then such provision shall be deemed to be severed from this Agreement and every other provision of this Agreement shall remain in full force and effect.

No Third-Party Beneficiaries or Right to Rely. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to or shall create for or grant to any third party any rights.

Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute one and the same agreement. A signature to this Agreement delivered by telecopy or other commercially reasonable electronic means shall be deemed valid.

Governing Law. This Agreement shall in all respects be interpreted, construed and governed by and in accordance with the laws of the State of Ohio without regard to the choice-of-laws or conflicts-of-law's provisions thereof.

Entire Agreement; Amendment. This Agreement and all Schedules hereto or constitute the sole understanding of the Parties with respect to the matters contemplated hereby and thereby and supersede and render null and void all other prior agreements and understandings between the Parties with respect to such matters. No amendment, modification or alteration of the terms or provisions of this Agreement shall be binding unless the same shall be in writing and duly executed by the Party against whom such amendment, modification or alteration would apply.