

MASTER SERVICE CONTRACT AGREEMENT

The Terms and Conditions (“Agreement”), by and between The Entity of Muscato, L.L.C. d/b/a Accurate Serve of Fort Myers (“Accurate Serve”), in its capacity as a court process server (“process server”) and customers not otherwise contracted with “Customer”, provides as follows.

1. **Services.** Accurate Serve will provide court process serving, document retrieval and/or skip tracing for process serving on behalf of the Customer, its agents or its employees that have actual or apparent authority to bind the Customer. At all material times, Accurate Serve will exercise in its own professional judgment the method and manner of performing such services. The scope of such services will be reflected in an Invoice that will accompany service performed by Accurate Serve.

2. **Rates & Charges.** Customer agrees to pay the amount identified on the Invoice within thirty days of receipt of the Invoice. Upon performance of services under this agreement, Accurate Serve will issue an Invoice to Customer, which is due upon receipt. All payments not made within 30 days of the date of the invoice shall bear an interest rate at the lesser of 1 ½ % per month or the maximum rate allowed by law. Any contest to the charges on the Invoice must be filed in writing with Accurate Serve within 90 days of the date of the Invoice, or they shall forever be barred. Customer shall not have the right to withhold or offset the payment of charges for any reason, including but not limited to, the failure to obtain service upon any person and/or entity.

3. **Liquidation Damage Clause.** The Customer agrees to a \$5.00 late fee that will be assessed every additional thirty (30) days that an Invoice remains delinquent. This amount reflects a liquidated damage due to the fact an actual damage may be difficult to ascertain. This amount is in addition to any interest accrued.

4. **Guarantor.** The Customer and guarantor (if applicable) shall be liable, jointly and severally, for all unpaid charges payable on account of services.

5. **Term and Termination.** The term of this agreement shall commence when executed by Accurate Serve and shall continue until terminated by either party upon thirty (30) days written notice to the other.

6. **Notices.** Any and all notices required by this Agreement shall be in writing and delivered to the party entitled to receive same by email, hand delivery or by U.S. Certified Mail to the address identified in this Agreement.

Accurate Serve
4600 Summerlin Road, Suite C-2-411
Fort Myers, FL 33919
(239) 822-7299
brandon@accurateserveftmyers.com

7. **Limitation on Action.** Any action against Accurate Serve concerning any rate, charge, claim or service relating to this Agreement shall be commenced within six (6) months after the invoice date of the rate, charge or service at issue. Failure to commence an action within this period shall constitute Customer’s complete and final acceptance and satisfaction of services, and Customer waives any right or demand to contest the charges or services.

8. Applicable Law. The rights, duties and obligations of the parties shall be construed and governed by the State of Florida exclusive of its conflicts of law provisions. Venue for all actions shall be in Polk County, Florida where each payment is to be paid.

9. Modification. All of the essential terms or representations made prior to, or contemporaneously made herewith, are included within this Agreement. This Agreement can only be modified by a written instrument duly authorized and executed by both parties.

10. Severability. If any term or provisions of this Agreement or any application thereof shall be held to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

11. Attorney Fees and Expenses. In the event an action is initiated, the prevailing party's reasonable attorney's fees, taxable costs, and expenses shall be paid by the non-prevailing party. This includes the costs and expenses of collections and appeals.