
PED-Manufacturing

Division of PED-Stuart Corporation

PO Box 15550

Brooksville, FL 34604 USA

Tel: (352) 754-6001 Fax: (352) 754-1711 <http://www.ped-corp.com>

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PROFESSIONAL SERVICES CONTRACT

This is a Professional Services Contract (hereinafter referred to as the “Agreement”) made the date below written, effective _____, _____, by and between PED-Stuart Corporation, a Florida corporation (hereinafter referred to as “PED Manufacturing”) and _____ (hereinafter referred to as “Customer”).

TERMS

In consideration of the mutual benefits, covenants, and other good and valuable consideration provided in the Agreement, which is hereby acknowledged and agreed to be more than sufficient, PED Manufacturing and Customer agree as follows:

1. Services:

PED Manufacturing agrees to:

Complete fully the manufacturing, for the company _____, on the product referred to as “_____ “. PED Manufacturing will meet expectations of product specifications while completing quality assurance tests to ensure the longevity and safety of the product.

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2. **Price:** Customer agrees to pay PED Manufacturing an amount equal to the cost for the services performed. Once the materials have been ordered and/or the services have been commenced, this agreement is not subject to cancellation. These costs are subject to change without notice. All costs will be fully documented and available for customer review.

3. **Deposit:** Customer agrees to place a deposit with PED Manufacturing in the amount of \$ _____, for the services which is [] non- refundable or [] refundable. If a deposit is not required at the inception of the services being rendered, PED Manufacturing retains the right to later require a deposit at any time during the rendering of its services upon its sole discretion.

4. **Choice of Law:** This agreement shall be governed, construed, and enforced in accordance with the laws of the State of Florida, with venue being in Hernando County, Florida.

5. **Binding Effect:** Customer may assign this Agreement without the prior written consent of the other party. This Agreement shall be binding upon the parties hereto, their heirs, legal representatives and successors of each.

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6. **Complete Agreement:** This Agreement contains the final, complete and exclusive expression of the understanding among the parties with respect to this Agreement and it supersedes any prior or contemporaneous agreement or representation, oral or written, made by either party.

7. **Modifications:** This Agreement may be modified or amended only by an agreement in writing signed by the parties.

8. **Attorneys' Fees:** The parties agree that in the event any of the terms and conditions contained in this Agreement must be enforced, the non-prevailing party shall be liable for reasonable collection and/or legal fees, trial and appellate levels, and any other reasonable costs and expenses incurred in connection with the enforcement of any available remedy.

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IN WITNESS WHEREOF, The parties hereto have set their hands and seal as first written above. Signed, sealed and delivered in the presence of:

CUSTOMER

PED Manufacturing

A Division Of

PED-STUART CORPORATION

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____