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**IN THE THIRD JUDICIAL DISTRICT COURT, STATE OF UTAH
IN AND FOR SALT LAKE COUNTY, SALT LAKE DEPARTMENT**

<p>EROSION CONTROL SERVICES, INC., Plaintiff, vs. R S DAW BUILDING AND DEVELOPMENT, LLC Defendant.</p>	<p>VERIFIED COMPLAINT Case No: Judge</p>
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The Plaintiff complains and alleges against the Defendant as follows:

1. Plaintiff is a Utah corporation licensed and authorized to do business and doing business in Salt Lake County, State of Utah.
2. The Defendant is a Utah limited liability company with its principle place of business in Salt Lake County, State of Utah.
3. On or about March 1, 2019, the Plaintiff and Defendant entered into a service agreement whereby Plaintiff was to provide certain services incident to construction in Salt Lake County, State of Utah, all as more particularly set forth in the agreement attached hereto as an exhibit.
4. Over a course of time and in reliance upon the contract, the Plaintiff provided the services and the amount due and owing is now \$3,470.00.

5. Despite reasonable demand, the Defendant has neglected, refused, or failed to pay the foregoing principal amount or interest at the contract rate of 18% per annum, all as set forth in the agreement.

6. Plaintiff is also entitled to attorney fees in enforcement of the agreement.

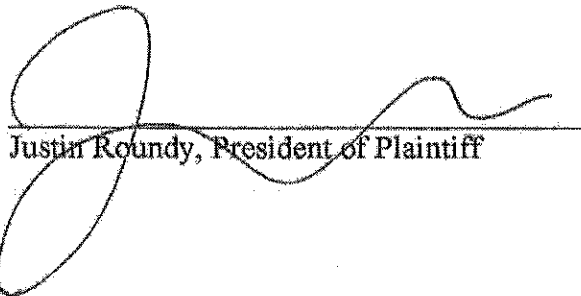
NOW THEREFORE, Plaintiff prays the following relief of Defendant:

1. For the sum of \$3,470.00 together with interest accruing thereon at 18% per annum from the date of the last invoice, September 20, 2019, together with court costs and attorney fees.
2. For such other and further relief as the court deems just, equitable and proper.

Pursuant to Utah Code Ann. § 78B-18a-106, I, Justin Roundy, declare under criminal penalty under the law of Utah, that the foregoing is true and correct.

EXECUTED this 1 day of February 2020.

Signed in Riverton, Utah



Justin Roundy, President of Plaintiff

Plaintiff's Address:
PO Box 1154
Riverton, UT 84065

GENERAL SERVICE AGREEMENT

THIS GENERAL SERVICE AGREEMENT (the "Agreement") dated this 1 day of March 2019.

BETWEEN:

RSI Law Building & Development
Garrett Daw
6th Street Cottages
12447 South 600 East
Draper Utah 84020
gdaw@me.com
(the "Client")

-AND-

Erosion Control Services of P.O. Box 1154, Riverton, Utah 84065

(the "Contractor")

BACKGROUND:

- A. The Client is of the opinion that the Contractor had the necessary qualifications, experience and abilities to provide those services to the Client as set forth herein.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

1. The Client hereby agrees to engage the Contractor to provide the Client with services (the "Services") consisting of:

SWPPP Inspections for six months for the amount of \$400.00 a month. \$2400.00 Total

2. The Services will also include any other tasks which the Parties may agree on in writing. The Contractor hereby agrees to provide such Services to the Client.

TERM OF AGREEMENT

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until *the jobsite is passed off by the MS4 and at that time should we file the NOT (If applied)*, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended with the written consent of the Parties.
4. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 30 days written notice to the other Party.

PERFORMANCE

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

PAYMENT

6. Except as otherwise provided in this Agreement, Client shall be invoiced monthly for services provided.

COMPENSATION

7. For the services rendered by the Contractor as required by this Agreement, the Client will provide compensation (the "Compensation") to the Contractor as follows: *[set forth hourly, fix fee, or other payment terms]*
8. The Client will be invoiced on a monthly basis.
9. Invoices submitted by the Contractor to the Client are due within 30 days of receipt.
10. The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charges to the Client in addition to the Compensation.

REIMBURSEMENT OF EXPENSES

11. The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.

LATE PAYMENT

12. Any late payments will accrue interest at 18% per annum.

CONFIDENTIALITY

13. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
14. The Contractor agrees not to disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will end on the termination of this Agreement.
15. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

OWNERSHIP OF INTELLECTUAL PROPERTY

16. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
17. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of Intellectual Property.

RETURN OF PROPERTY

18. Upon the expiration or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

CAPACITY /INDEPENDENT CONTRACTOR

19. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

NOTICE

20. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

- a. Client:
Garrett Daw
6th Street Cottages
12447 South 600 East
Draper Utah 84020

- b. Contractor:
Erosion Control Services
P.O. Box 1154
Riverton UT 84065

INDEMNIFICATION

21. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, stockholders, affiliates, officers, agents, employees and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

DISPUTE RESOLUTION

22. In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation.
23. If the dispute is not resolved within 30 days, any or all outstanding issues may be submitted to court for resolution. The prevailing party shall be entitled to court costs and attorney fees.

MODIFICATION OF AGREEMENT

24. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with the Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

TIME OF THE ESSENCE

25. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

ASSIGNMENT

26. The Contractor will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

27. It is agreed that there is no representation, warranty, collateral agreement affecting this Agreement except as expressly provided in this Agreement.

BINDING EFFECT

28. This Agreement will ensure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successor and assigns.

TITLES/HEADINGS

29. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GENDER

30. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

31. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any forum, by the laws of the State of Utah, without regard to the jurisdiction in which any action or special proceeding may be instituted. Jurisdiction and venue to enforce the same shall be in the county where the services are provided.

SEVERABILITY

32. In the event that any of the provision of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

33. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be considered as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this 1 day of March 2019.

CLIENT:



Garrett Daw

CONTRACTOR
EROSION CONTROL SERVICES

By: 

Brad Cherrington