**SERVICE AGREEMENT**  
**BETWEEN**  
**Shinaux NPO**

AND

**Cheep Sleep Inc.**

This Service Agreement (the "Agreement") is made and entered into as of [дата] by and between:

1. **[Название NPO]**, a non-profit organization registered under the laws of **Ontario**, with its principal office located at **[Адрес NPO]** (hereinafter referred to as "NPO").
2. **[Название Profit Corporation]**, a for-profit corporation registered under the laws of **Ontario**, with its principal office located at **[Адрес Profit Corporation]** (hereinafter referred to as "Profit Corporation").

**1. PURPOSE AND SCOPE**

The purpose of this Agreement is to establish the terms under which the Profit Corporation will provide operational and management services to the NPO in relation to a specific co-living project operated by the NPO at **[указать конкретное помещение/адрес]**.

**1.1 Services Provided by Profit Corporation (Operational Support):**  
The Profit Corporation agrees to provide the following services to the NPO:

* **Operational Maintenance & Compliance:** Ensuring that NPO-managed properties meet safety, maintenance, and compliance standards.
* **Consulting & Advisory Support:** Providing strategic advice on improving efficiency and operational workflows for NPO housing initiatives.
* **Technical & Infrastructure Assistance:** Offering recommendations and guidance on facility improvements, equipment procurement, and operational enhancements.
* **Awareness & Outreach Support:** Assisting in building networks, community engagement, and public awareness for NPO initiatives.

**1.2 Term of Agreement:**  
This Agreement shall commence on **[дата начала]** and shall remain in effect indefinitely unless terminated by mutual agreement of both parties or under the conditions outlined in Section 4.

**2. COMPENSATION AND PAYMENT TERMS**

**2.1 Compensation Structure (Revenue Flow):**  
The NPO shall receive 100% of the revenue generated from the co-living operations at **[указать конкретное помещение]**. After deducting operational expenses, the NPO agrees to compensate the Profit Corporation as follows:

* The Profit Corporation shall receive **60% of the net profits** from the co-living operations at **[указать конкретное помещение]** as a management and operational service fee.
* Performance-based incentives subject to mutual agreement.

**2.2 Payment Terms:**  
Payments to the Profit Corporation shall be made on a **quarterly basis**, ensuring financial stability and proper allocation of funds for NPO initiatives., within **14 days** from the date of invoice issued by the Profit Corporation.

**2.3 Financial Reporting:**  
The NPO shall provide the Profit Corporation with a **quarterly financial report**, detailing revenue, expenses, and profit calculations to determine the payout to the Profit Corporation. detailing operational costs, revenue generation, and service expenditures.

**3. GOVERNANCE AND RESPONSIBILITIES**

**3.1 Independence of Entities:**  
The NPO and Profit Corporation acknowledge that they are independent entities, and nothing in this Agreement shall be construed as creating a partnership, joint venture, or employment relationship between them.

**3.2 Compliance with Laws and Regulations:**  
Both parties agree to comply with all applicable laws, regulations, and industry standards in carrying out the services under this Agreement.

**3.3 Performance Review:**  
The NPO retains the right to conduct **annual performance evaluations** to ensure that the Profit Corporation is meeting its obligations.

**4. TERMINATION AND DISPUTE RESOLUTION**

**4.1 Termination by Either Party:**  
This Agreement may be terminated by either party with **120 days' written notice** if:

* The other party materially breaches the terms of this Agreement.
* Regulatory or legal constraints prevent continued cooperation.

**4.2 Effect of Termination:**  
Upon termination, all outstanding financial obligations shall be settled within **120 days**, and the Profit Corporation shall provide a final operational report.

**4.3 Dispute Resolution:**

* Any disputes arising under this Agreement shall first be resolved through **good faith negotiations**.
* If unresolved, disputes shall be referred to **binding arbitration** in **Ontario**.

**5. GENERAL PROVISIONS**

**5.1 Confidentiality:**  
Both parties agree to maintain confidentiality regarding sensitive financial, operational, and strategic information.

**5.2 Amendments:**  
No amendments to this Agreement shall be valid unless made in writing and signed by both parties.

**5.3 Governing Law:**  
This Agreement shall be governed by and interpreted in accordance with the laws of **Ontario**.

**IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.**

**Signed and Acknowledged by:**

[Authorized Representative]  
Shinaux NPO

[Authorized Representative]  
Cheep Sleep Inc.