

ROCK OF AGES EMPIRES, INC.

WAIVER OF LIABILITY AND REFERRAL AGREEMENT

Whereas, ROCK OF AGES EMPIRES, INC. (Hereinafter referred to as “Company”) provides a listing and referral service to individuals and businesses, providing life guards and related services (hereinafter referred to as “Life Guards”); and

Whereas, _____, whose address is

(Hereinafter referred to as “Client”), desires Company to provide access to such Life Guards or information about how to contact such Life Guards;

Now therefore, the Company and Client (sometimes referred to jointly as “The Parties,”) agree to be bound by the following terms and conditions for valid consideration the sufficiency of which is agreed to by the Parties:

I. Company’s Services

Company agrees to provide Client with access to information regarding Life Guards, for purpose of hiring Life Guard on a temporary or permanent basis.

II. Status of Life Guards

It is understood that Company is only providing information regarding Life Guards and is not an employer of or agent of Life Guards.

III. Insurance

Client will provide Company with proof that Client has home owner’s insurance, general liability insurance or other insurance coverage policy with a minimum policy limit of One Hundred Thousand (\$100,000) Dollars that shall cover any accident or claim that might arise out of the activities related to the duties of Life Guard.

IV. Client’s Duty of Due Diligence

Client understands and acknowledges that Company does not guarantee or warranty the quality and or competency of Life Guard. Note: All Rock of Ages Empire, Inc. Life Guards contractors, are American Red Cross Certified. Furthermore, it is Clients duty of due diligence to investigate all information provided to Client by Company or Life Guard, such as showing proof of certification, prior or at the time of duty.

Client’s Initials to acknowledge acceptance of Provision IV _____

V. Payment of Referral Fee by Client to Company

Client hereby agrees to pay Company a flat fee of \$ _____ for its referral of a Life Guard, payable immediately upon the signing of this Agreement, as payment in full for its services provided.

Client also understands and agrees that this referral fee is separate and distinct from any agreed upon fee Client is to pay directly to Life Guard for its services rendered.

VI. Indemnification and Hold Harmless

Client understands that Company is not responsible nor does it guarantee the level of service or competency of Life Guards

Client hereby agrees to indemnify, defend and hold Company harmless from and against any and all liability, including but not limited to, personal injury, death, property damage, federal, state or local taxation, and expenses (including court costs and attorneys' fees) and claims for damage of any nature whatsoever, whether known or unknown and whether direct or indirect, as though expressly set forth and described herein, which Company may incur, suffer, become liable for or which may be asserted or claimed against Company as a result of the acts, errors or omissions, including negligent or intentional acts and statutory violations, of Life Guard.

VII. Assignment

Neither party shall assign this Agreement or its rights and duties hereunder, or any interest herein, without the prior written consent of the other party.

VIII. Attorneys' Fees

The prevailing party in any enforcement action arising in respect to this Agreement shall be entitled to recover from the other party all costs of such enforcement action including, without limitation, reasonable attorneys' fees, court costs and related expenses.

IX. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of the state of California and Jurisdiction shall be proper within any court of competent jurisdiction the County of Los Angeles, State of California.

X. Entire Agreement

This instrument, including any Exhibits attached hereto, contains the entire Agreement of the parties and supersedes all prior and contemporaneous agreements or understandings, whether written or oral, with respect to the subject matter hereof. No amendment or modification hereto shall be valid unless in writing and signed by both parties hereto.

XI. Severability

If any provision of this Agreement, or any amendment thereof, should be invalid, the remaining provision shall remain in effect and be so construed as to effectuate the intent and purposes of this Agreement and any amendments thereto.

XII. Notices

All notices, requests and communications provided hereunder shall be in writing, and hand delivered or mailed by United States registered, certified, or express mail, return receipt requested, and addressed to the party's principal place of business as set forth in this Agreement adjacent the signature of each party (or to such other address provided in writing by such party).

XIII. Waiver

The waiver by either party hereto or a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of a subsequent breach of the same provision by any party or of a breach of any other term or provision of this Agreement.

Executed this _____ day of _____, 2009 by the undersigned.

The Company
Rock of Ages Empire, Inc.

By: _____ Date _____
President CEO / Vice President

By Client:

Date _____