



STAT HVAC LLC GENERAL SERVICE AGREEMENT

THIS GENERAL SERVICE AGREEMENT (the "Agreement") is dated of this ____ day of _____, 20____, (day also specified on the HouseCall Pro® digital mobile application job order for the Invoice number stated on Section 3 of this document).

CLIENT

Name and address of the Client are specified on the HouseCall Pro® digital mobile application job order for the Invoice stated on Section 3 of this document.

(the "Client")

CONTRACTOR

STAT HVAC LLC
Indiana State Business License
20211111541348

1304 Marigold Pl, Schererville, IN 46375

(the "Contractor")

BACKGROUND

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.
- C. By signing this General Service Agreement, or the HouseCall Pro® digital mobile application job order created for the services being agreed upon (the "HouseCall Pro job page"), the Client agrees to this General Service Agreement (the "Agreement") and to STAT HVAC LLC's (the "Contractor") Terms and Conditions for Heating Ventilation and Air Conditioning installation and servicing. This information shall also be provided verbally to the Client. The Terms and Conditions for Heating Ventilation and Air Conditioning installation and servicing, are available to the Client at any time on the STAT HVAC LLC's website at <https://stathvac.com/terms-and-conditions> and a physical copy of that document will be provided by the Contractor upon request by the Client.

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 the services (the "Services") described on this General Service Agreement or the Housecall Pro job page.
2. The Services will not include any other tasks which the Parties do not agree on with prior notice. The Contractor hereby agrees to provide such Services to the Client.
3. The Services to be provided by the Contractor under this Agreement shall only encompass the scope of materials, systems and operations described on **Invoice number** _____ originated by the Contractor to describe the Services being agreed upon.

TERM OF AGREEMENT

4. By agreeing with this General Service Agreement, the Client also agrees with STAT HVAC LLC's Terms and Conditions for Heating Ventilation and Air Conditioning installation and servicing (the "Terms and Conditions"). These Terms and Conditions are available to the Client at any time at <https://stathvac.com/terms-and-conditions>. A physical

copy of that document will be provided by the Contractor upon request by the Client.

5. 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 completion of the Services as set forth on Section 23. of STAT HVAC LLC's Terms and Conditions, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.

PERFORMANCE

6. The Parties agree to do everything necessary within the boundaries of the law to ensure that the terms of this Agreement take effect.

CURRENCY

7. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

COMPENSATION

8. The Contractor will charge the Client a flat fee of the US Dollars amount specified on this General Service Agreement or the Housecall Pro job page for the services being agreed upon (the "Compensation").
9. In case the Client opts for financing services provided by any financial lender or entity authorized to conduct business in the United States of America, the Client is responsible for making payments to that financing entity and fully comply with its terms and conditions and terms agreed upon between the Client and that financing entity. The Contractor will not be responsible for any non-compliance from and with any financing entity terms and conditions, on any case or at any point in time.
10. A deposit of the US Dollars amount specified on the Housecall Pro job page (the "Deposit") is payable by the Client upon execution of this Agreement.
11. For the remaining amount, the Client will be invoiced when the Services are completed as set forth on the Contractor's Terms and Conditions.
12. Invoices submitted by the Contractor to the Client are due upon receipt. Any outstanding amounts shall be subject to the Contractor's Terms and Conditions.
13. In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Contractor will be entitled to pro rata payment of the Compensation to the date of termination provided that there has been no breach of contract on the part of the Contractor.
14. The above Compensation includes all applicable sales tax and duties as required by law.

REIMBURSEMENT OF EXPENSES

15. The Contractor will be reimbursed for any reasonable and necessary additional expenses incurred by the Contractor in connection with provision of the Services.
16. All additional expenses must be pre-approved by the Client.
17. In case the Client does not pre-approve any additional expenses required for the provision of the Services, this Agreement may be terminated at the Contractor's discretion.

INTEREST ON LATE PAYMENTS

18. Interest payable on any overdue amounts under this Agreement is charged as described on the Contractor's Terms and Conditions. If amounts owing under the Agreement are not paid within twenty-four hours of completion of work, the Client agrees to pay a late charge of three percent (3%) deferred interest on the original amount stated forth on the Agreement. Any outstanding balance thereafter, shall be subject to additional late charges of three per cent (3%) per calendar month or twenty-four per cent (24%) per annum of deferred interest on the original amount stated forth on the Agreement. Late charges shall be calculated from the date that payment was due.

CONFIDENTIALITY

19. 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.
20. The Contractor agrees that they will not 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 and will survive indefinitely upon termination of this Agreement.

21. 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

22. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
23. 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 the Intellectual Property.

RETURN OF PROPERTY

24. 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

25. 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. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

RIGHT OF SUBSTITUTION

26. Except as otherwise provided in this Agreement, the Contractor may, at the Contractor's absolute discretion, engage a third party sub-contractor to perform some or all of the obligations of the Contractor under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.
27. In the event that the Contractor hires a sub-contractor:
- the Contractor will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Contractor;
 - for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Contractor.

AUTONOMY

28. Except as otherwise provided in this Agreement, the Contractor will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.

EQUIPMENT

29. Except as otherwise provided in this Agreement, the Contractor will provide at the Contractor's own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement.

NO EXCLUSIVITY

30. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services agreed upon. However, if the Client chooses to contract with third parties for the completion of the Services being agreed upon, this agreement shall be terminated and the Contractor shall be entitled to payment of the original amounts agreed

upon as described in the Invoice set forth in section 3. of this Agreement.

NOTICE

31. 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 at the addresses specified for the Client and Contractor on page 1 of this General Service Agreement or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

INDEMNIFICATION

32. 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, shareholders, 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, shareholders, 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.

MODIFICATION OF AGREEMENT

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

TIME OF THE ESSENCE

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

ASSIGNMENT

35. 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

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

PRODUCT AND LABOR WARRANTIES

37. It is agreed that there is no warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement and the Contractor's Terms and Conditions.
38. Product and labor warranties provided in this Agreement are subject to the Contractor's Terms and Conditions.
39. Product and labor warranties provided in this Agreement are subject to the relevant provisions of the Services agreed upon, as described on the Invoice number set forth in section 3. of this Agreement. Not all warranties as stated on the contractor's Terms and Conditions, shall be applicable to this Agreement. Warranties shall be provided by the Contractor to the Client as expressly described on the Invoice set forth on section 3. of this Agreement and only as applicable as disclosed on the Contractor's Terms and Conditions. The full extent of any applicable warranties, applicable to this Agreement as described on the Invoice set forth on section 3. are described on section 9. of the Contractor's Terms and Conditions.

ENUREMENT

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

TITLES/HEADINGS

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

GENDER

42. Words in the singular mean and include the plural and vice versa. Words in the masculine mean feminine or any other gender identification currently recognized by State and Federal Law.

GOVERNING LAW

43. This Agreement will be governed by and construed in accordance with the laws of the State of Indiana.

SEVERABILITY

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

WAIVER

45. 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 construed 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 or on the Housecall Pro job page for the services being agreed on the date specified on this Agreement. In case that the Housecall Pro job page is chosen as the method of presenting the service agreement details, the Contractor's signature shall be considered the Contractor's login details and credentials requested to successfully access the Housecall Pro job page; in this case the Customer's signature will be collected digitally in-person, and recorded on the Housecall Pro job page and any associated invoices or documents generated thereof regarding the Services.

Services Commencement		Services Completion	
The Client	The Contractor	The Client	The Contractor
Print:	Print: Representing STAT HVAC LLC	Print:	Print: Representing STAT HVAC LLC
Signature:	Signature:	Signature:	Signature:
Date:	Date:	Date:	Date: