

Inside Out Concierge LLC
Master Service Agreement
Version 1.0
Effective date: March, 3rd 2026

1. Relationship & Governing Structure

This Master Service Agreement (“Agreement”) establishes the general terms under which Inside Out Concierge LLC (“IOC”) provides services as a professional property and lifestyle services firm.

Depending on the engagement, IOC may:

- Perform work directly through its in-house team;
- Coordinate and oversee trusted trade partners;
- Provide project management and sequencing oversight; or
- Deliver advisory, maintenance, and concierge-based services.

All services are governed by:

This Master Service Agreement; and

The written estimate, proposal, or scope document issued by IOC for a specific engagement (“Estimate”).

Each Estimate incorporates this Agreement by reference. In the event of a conflict between this Agreement and a specific written Estimate, the Estimate shall control solely with respect to the defined scope of that engagement.

Submission of a deposit payment constitutes acknowledgment and acceptance of both the Estimate and this Agreement.

IOC operates as an independent service provider. Nothing contained herein shall be interpreted to create a partnership, joint venture, agency relationship, or employment relationship between IOC and Client.

2. Scope of Services & Limitations

IOC shall provide only the services expressly described in the written Estimate.

No services, materials, labor, supervision, reconstruction, or corrective work shall be implied beyond the specific scope set forth in the Estimate.

Surface preparation, patching, finishing, painting, or similar finish-level services do not include removal, replacement, rebuilding, or reconstruction of structural assemblies, wall systems, framing, substructures, or concealed components unless expressly stated in the Estimate.

IOC is not responsible for:

- Pre-existing conditions not reasonably observable at the time of site evaluation;
- Latent structural deficiencies;
- Moisture intrusion, movement, settling, or prior improper construction;
- Damage caused by third-party trades not under IOC's direct management;
- Work outside the expressly defined scope.

Any work requested or required beyond the defined scope shall be treated as additional work and subject to written change order approval prior to commencement.

3. Payment Terms & Scheduling

Payment terms shall be as stated in the applicable Estimate.

A deposit secures scheduling, material allocation, and project planning. Work shall not be scheduled or commenced until the required deposit is received.

Progress payments and final payments are due upon completion of the corresponding milestone as defined in the Estimate.

Payment obligations are not contingent upon the performance, delay, or dispute involving third-party trades not under IOC's direct management. Failure to remit payment in accordance with the Estimate may result in suspension of work, project rescheduling, and associated delays without liability to IOC.

IOC reserves the right to adjust scheduling based on availability, site readiness, and timely payment.

4. Changes in Scope & Additional Work

Any modification, addition, reduction, or alteration to the defined scope of work shall require a written change order issued by IOC.

No additional work shall be performed without documented approval of the associated cost and schedule adjustment.

Requests, site conditions, or trade activity that create work outside the original scope shall constitute additional work.

IOC is not obligated to perform reconstruction, corrective work, or supplemental labor beyond the defined scope without approved change order documentation.

Verbal discussions, field conversations, or informal communications shall not modify the scope of work unless confirmed in writing by IOC.

Approved change orders may result in adjustment to project timeline and investment.

5. Trade Coordination & Third-Party Work

Where IOC directly performs work through its in-house team, IOC is responsible solely for the services expressly described in the Estimate as being performed by IOC.

Where IOC coordinates or oversees trusted trade partners, IOC's role shall be limited to scheduling, communication facilitation, and project sequencing oversight as defined in the Estimate.

On hybrid projects where IOC both performs direct services and coordinates other trades, responsibility shall remain limited to the specific scope assigned to each party as described in the Estimate.

Unless expressly stated otherwise in writing, IOC does not assume responsibility for the workmanship, warranties, licensing compliance, or contractual obligations of third-party trades not under direct IOC management.

IOC is not responsible for delays, damage, rework, or cost impacts caused by third-party trades not under IOC's written supervision agreement. Client-directed trades, separately contracted vendors, or independently retained service providers remain solely the responsibility of the Client. Any corrective work required as a result of third-party trade activity shall be treated as additional work subject to written change order approval.

6. Pre-Existing Conditions & Site Limitations

IOC's services are based on visible site conditions reasonably observable at the time of evaluation.

IOC is not responsible for latent defects, concealed damage, structural deficiencies, moisture intrusion, improper prior construction, code violations, or conditions not reasonably discoverable during a standard site review.

Existing structures may experience movement, settlement, expansion, contraction, or environmental exposure that may affect finished surfaces over time. IOC does not warrant against conditions arising from such structural or environmental factors beyond the defined scope of work.

Where IOC performs repair, patching, or finish-level correction to an existing substrate, recurrence of cracking, separation, or surface irregularity may occur if underlying structural, framing, moisture, or movement-related conditions persist. Such recurrence shall not be interpreted as defective

workmanship where the underlying cause is external to the defined repair scope.

Client acknowledges that historic properties, renovated structures, or previously modified systems may contain unknown conditions not disclosed at the time of estimate.

Any work required to address concealed or subsequently discovered conditions shall be treated as additional work subject to written change order approval.

7. Workmanship Warranty

IOC warrants that services performed directly by its in-house team will be completed in a professional and workmanlike manner consistent with industry standards.

Unless otherwise specified in the Estimate, IOC provides a limited workmanship warranty covering defects arising solely from improper installation or execution of the defined scope of work.

This warranty does not cover:

- Structural movement, settlement, expansion, or contraction;
- Moisture intrusion or environmental exposure;
- Pre-existing conditions;
- Damage caused by third-party trades or Client activity;
- Normal wear and tear;
- Product or manufacturer defects.

Where manufacturer warranties apply to materials or products, such warranties are provided by the manufacturer and not by IOC. Unless expressly stated in writing, IOC does not provide labor coverage for removal, replacement, or reinstallation of manufacturer-defective products beyond the defined workmanship warranty period.

Warranty obligations are limited to repair of the specific workmanship issue within the originally defined scope. Warranty does not extend to reconstruction, redesign, or work outside the defined scope.

Warranty claims must be submitted in writing within the applicable warranty period stated in the Estimate.

8. Dispute Resolution & Governing Law

In the event of a dispute arising from services performed under this Agreement, the parties agree to first attempt resolution through direct communication in good faith.

If resolution cannot be achieved informally, the parties agree to pursue mediation prior to initiating formal legal proceedings.

This Agreement shall be governed by the laws of the State of Michigan.

Any legal action arising under this Agreement shall be brought in the appropriate court of jurisdiction within the State of Michigan.

Each party shall be responsible for its own legal fees unless otherwise determined by a court of competent jurisdiction.

9. Acceptance of Terms

This Agreement is incorporated by reference into each written Estimate issued by IOC.

Submission of deposit payment constitutes acknowledgment and acceptance of this Agreement and the associated Estimate.

Where required or requested, the parties may execute this Agreement by signature; however, signature is not required for enforceability where payment has been tendered in accordance with the Estimate.