

TERMS & CONDITIONS FOR SERVICES

This document outlines the Terms & Conditions For Services by and between My Hometown Service Pros LLC, a Florida limited liability company, whose registered address is 7901 4th St N, Suite 300, St Petersburg, FL 33702 (“MHSP”), and the “Customer” as noted in an Estimate, Scope of Work, Change Order, Invoice or similar document(s), together with MHSP, each a “Party” and together the “Parties”.

Upon acceptance of the Estimate or Scope of Work by the Parties Customer and MHSP both agree as follows:

Section I – SERVICES

Customer is contracting MHSP to perform the tasks as described in the attached Scope of Work and/or Estimate. Customer may also request additional work, not covered under the Scope of Work and/or Estimate, per a “Change Order” as defined in Section V. This Contract along with all attached addendums, including all modifications or Change Orders properly issued after execution of this Contract and during the course of the work, constitute the entire agreement between the Parties. Verbal agreements are void and non-enforceable on either Party.

Section II – EXPLANATION AND PERFORMANCE OF DUTIES

MHSP agrees to furnish all labor, materials, equipment, tools, supplies, supervision, and other services, which in MHSP’s sole discretion is necessary to the performance of the Services. MHSP will at all times perform the Services in a professional manner consistent with applicable industry standards, state and/or local municipal requirements while striving to maintain the highest ethical standards. **Any request and/or demand by Customer to act in a manner inconsistent with this provision may result in the immediate termination of this Contract, with all unpaid amounts under this Contract due in full, regardless of whether the Services have been completed by MHSP.**

MHSP reserves the sole right to control and direct the manner in which the Services are performed. Subject to the preceding, Customer retains the right to inspect the jobsite/property at any time during reasonable daytime hours, request reasonable alterations and inspect the work to ensure its conformity to the Scope of Work or Estimate.

Customer agrees to fully cooperate with MHSP’s supervision of the work through completion of the Services. Such cooperation includes, but is not limited to: (1) reasonable access to the work site (including installing a lockbox with keys to the property) during normal business hours or such other times as may be required due to the availability of employee(s), (sub)contractors, vendors or service providers, (2) full access to Customer exchanges of information with all interested parties regarding the performance of the Services, (3) expedited decision making by Customer of Customer required selections and (4) cooperation regarding inspection of the property as required by any mortgage company and/or regulatory agency representatives or other legitimately authorized parties.

Customer acknowledges that the supervision of all MHSP employees, (sub)contractors, vendors, suppliers, service providers and/or others engaged by MHSP to provide the Services is the exclusive domain of MHSP. Requests for alterations and/or changes to the Services provided for under the Scope of Work and/or Estimate must be communicated directly to MHSP supervisory personnel. Customer additionally agrees to immediately notify MHSP supervisory personnel regarding any issues, concerns or complaints regarding the quality, performance and/or actions of any such individuals or companies. Failure of Customer to abide by the preceding may result in delays and/or additional charges being incurred by the Customer under this Contract.

Section III –COMPLETION OF SERVICES

Time is of the essence in the completion of the Services and delays can be detrimental to either or both Parties. MHSP will use every reasonable effort to complete the Services in a timely manner. The Parties mutually agree MHSP will not be held liable in the event provision of the Services is delayed or incomplete due to changes in scope, unavailability of employee(s) or (sub) contractors, delays in receipt or unavailability of materials or supplies, delays caused by regulatory agencies (including delays in receiving required inspections) and/or any other factors outside of MHSP's control including delays caused by "Acts of God", natural disasters, civil uprisings or emergencies declared by local, state or federal authorities. In addition, MHSP is not liable for delays in the event Customer does not make the required payments in a timely manner as agreed to in this Contract. Delays caused by the direct action(s) of the Customer may result in additional charges to Customer.

Section IV – PAYMENT TERMS

MHSP will submit to Customer invoices (or draws) for payment at a maximum interval of once per calendar week, or as may be mutually agreed to by the Parties, based on the percentage of completed Services until such time as all mutually agreed upon Services are substantially completed and Customer has paid MHSP in full. Customer may hold back a retainage amount of no more than 5% of each submitted invoice total. Retainage held by Customer is due within thirty (30) days from the invoice date from which the retainage was withheld or immediately upon MHSP successfully passing an inspection of any permit(s) specific to such retainage, whichever is sooner. Any remaining retainage not previously paid per the preceding is payable upon receipt of all final inspections and/or receipt of a certificate of occupancy but in no event is payable later than thirty (30) days of substantial completion.

Customer is individually and legally responsible to pay MHSP for all charges when due, including charges for selection variances net of any eligible credits, Change Orders (as defined in Section V), or other charges as identified in this Contract, immediately unless otherwise agreed to by MHSP in writing.

Section V – CHANGE ORDERS

Excluding the Services described in the attached Scope of Work and/or Estimate, any additional work or Services requested by Customer shall be considered a "Change Order." This includes work discovered by MHSP as unforeseen damages and/or repairs which must be mitigated in order to complete MHSP's performance of the Services. Charges for any Change Order is payable immediately upon execution by the Parties (or in terms acceptable to MHSP) prior to additional materials being purchased and/or the Services outlined in the Change Order commencing.

Section VI - INDEPENDENT CONTRACTOR

MHSP is an independent contractor licensed by the State of Florida. Nothing in the execution of this Contract conveys upon MHSP and Customer any employment type relationship, benefits, rights, responsibilities, or obligations. Each Party shall be individually responsible for all applicable income taxes, employment taxes and workers' compensation insurance associated with the performance of the Services. All (sub) contractors, vendors and/or service providers engaged to provide Services for this project are separate entities not affiliated with and/or controlled by MHSP except as provided for within this Contract.

Section VII - LIMITATION OF SERVICES

Neither MHSP nor its officers, owners, employees, or representatives will execute any agreements, contracts, or other legal instruments on behalf of the Customer. MHSP does not and will not provide (1) services reserved for certified public accountants or those licensed to practice accountancy, (2) services constituting the practice of law, (3) unauthorized inspection services (4) licensed architectural services, (5) licensed engineering services or (6) real estate brokerage services requiring a license. MHSP may counsel Customer from time to time on various matters based upon professional experience, but MHSP at all times strongly advises Customer to seek an opinion of such certified and/or licensed individuals or firms as Customer, in their sole discretion, deems appropriate.

Section VIII – INDEMNIFICATION

Customer agrees to and shall indemnify, defend and hold harmless MHSP, its officers, members, managers, employees, owners and affiliates from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including but not limited to all expenses of litigation, courts costs and attorney fees (collectively referred to as

“Damages”) suffered or incurred by Customer, its associates or any other person, resulting or arising out of or in connection with MHSP’s performance of the Services; unless Damages suffered by Customer result exclusively from the gross negligence or willful misconduct of MHSP, its officers, members, managers, employees, owners or affiliates acting on behalf of MHSP.

SECTION IX – TERMINATION

Either Party may terminate this Contract, at any time, with or without cause subject to the following:

MHSP has the right to terminate this Contract, and to be paid the reasonable value of the Services performed thru the date of termination, for all labor provided and materials purchased specifically for Customer, whether such materials have been delivered to Customer’s property, assembled and/or installed or not. Any unused, unassembled, or uninstalled materials paid for in this manner will be turned over to the Customer for their sole use and benefit.

Should Customer terminate this Contract and/or take any action which unreasonably delays and/or causes MHSP to be unable to perform the Services, Customer shall be legally liable to pay MHSP all charges for Services provided under any Scope of Work, Estimate and/or Change Order(s) up to and including the date of termination, regardless of whether Customer has received an invoice or proof of delivery for such prior to or at the time of termination.

If Customer terminates this Contract after execution but prior to the start of the Services at the property, Customer agrees to pay MHSP an amount of no less than 10% of the gross value of the Scope of Work or Estimate as liquidated damages, in addition to reimbursement for any material purchases up to and thru the date of termination. Such payment will be deducted by MHSP from the Deposit Payment with any excess being reimbursed to the Customer.

Termination by either Party is not effective until submitted in writing to the other Party by hand delivery, USPS Certified Mail Return Receipt Requested, or electronic mail.

Section X – PERSONAL ITEMS

While performing the Services MHSP and/or its authorized employee(s), (sub)contractors, vendors, supplier, or other representative may be required to access various areas of the property including individual bedrooms, bathrooms, offices, closets, cupboards/cabinets, garages, attics, etc.

Customer agrees to remove and secure all personal items and items of value during the times the Services are being provided, including relocating from any work area(s) such items as Customer in their sole discretion deems necessary.

While MHSP will take every reasonable effort to monitor those under their supervision with access to the work areas, Customer agrees not to hold MHSP responsible for loss or damage to personal items and/or items of value which are not secured by the Customer as requested above.

Guns, Weapons & Ammunition

MHSP employees, (sub)contractors, vendors, suppliers, and service providers are instructed to NEVER handle or touch guns, weapons or ammunition. Customer is required to remove and secure all such items from the work area(s) of the property. Failure to do so will result in the immediate suspension of MHSP providing the Services until such time as these items are properly removed and secured.

Jewelry, Valuables, Heirlooms & Prescription Medications

Please remove and secure all valuable items including China, special heirlooms, breakable items, cash, currency, collectibles, or similar types of valuables, including prescription medications, away from the work area(s) prior to the start of the job and throughout the performance of the Services.

Upon receiving reasonable notice by MHSP, any delays caused by Customer’s failure to remove or secure any of the above-described items, or other personal items as communicated by MHSP to Customer. prior to the scheduled arrival of MHSP’s employee(s), (sub)contractors, vendor(s) and/or supplier(s), may result in additional charges.

Section XI - ESCALATION CLAUSE FOR BUILDING MATERIALS

The agreed upon amount for the Services has been calculated based on current market prices for the component building materials necessary to provide the Services. However, the market for materials that are hereafter specified

within the Scope of Work or Estimate are considered to be potentially volatile, and sudden price increases outside of the control of MHSP could occur. MHSP agrees to use its best efforts to obtain the lowest possible prices from available material suppliers, but should there be an increase in the prices of the materials specified within the Scope of Work or Estimate that are to be purchased after execution of Contract for use in providing the Services, Customer agrees to pay any cost increase to MHSP. Any claim by MHSP for payment of a cost increase, as provided herein, shall require written request via a Change Order delivered by MHSP to the Customer stating the increased cost, the building material or materials in question, and the source of supply with supporting documentation. If the Customer does not agree to pay such increased cost, either Party may terminate this Contract as provided for in Section IX.

Section XII - GENERAL

This Contract represents the entirety of the Parties mutual obligations and understandings concerning the subject matter and may not be modified, altered, or changed except in writing and upon execution by both Parties. All claims or disputes concerning this Contract are governed by and construed in accordance with the laws of the State of Florida with jurisdiction in Charlotte County or in the applicable Florida county as provided by law. The Parties agree to seek any remedies through available arbitration or mediation prior to filing a lawsuit for enforcement of this Contract. This Contract binds and inures to MHSP successors and assigns. This Contract is not assignable, delegable, sublicensable, or otherwise transferable by Customer in whole or in part without the prior written consent of MHSP. Any Party's failure to strictly enforce the Contract, in whole or in part, is not a waiver of any of its rights under this Contract. This Contract, together with all Scopes of Work, Estimates, Change Order(s), drawing(s) and addendum(s) constitutes a legally binding document and both Parties are advised to seek legal counsel prior to execution of such.

Section XIII - SEVERABILITY

If any part of this Contract is deemed unenforceable and/or void, then all other terms and conditions shall remain in full force and effect, and the unenforceable portion remains enforceable in all other contexts and jurisdictions.

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REQUIRED NOTICES:

FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND

PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: Phone: (850) 487-1395 and 2601 Blair Stone Road, Tallahassee, FL 32399

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

Customer Name(s)

Signature

Signature (Co-owner)

Date

Date