

General Terms and Conditions As used in this contract, "we" and "us" mean Following Seas, LLC d.b.a. HOUSE DOCTORS; "you" means the customer identified on the first page; "work" or "job" means the services we agree to provide as described on the first page; and "job site" means the house, apartment, condominium, building, or other real property where we are to perform the work. This document is a legally enforceable contract that includes all of the terms and conditions on both pages. By signing this contract, you authorize us to perform the work at the job site, and you agree as follows: You will pay us immediately upon completion of the job and presentment of an invoice, unless we agree to other arrangements in writing. If you do not pay all charges at the time the job is completed, you must pay a late charge of \$25.00 plus interest on the amount you owe at the rate of 1½% per month from the date the job was completed. If your check is returned unpaid by your bank, you must pay us a \$30.00 processing charge and reimburse us for any bank fees caused by your returned check. LIMITED WARRANTY. We offer the following limited warranty in connection with the job: "We warrant that all labor we provide in connection with the job will be performed in a workmanlike manner and will be free from material defects for a period of one year after the date the job was completed." This limited warranty is void if you do not pay all charges for the job within thirty days after they become due or if you breach any other provision of this contract. WE DO NOT WARRANT ANY EQUIPMENT, FIXTURES, MATERIALS OR OTHER GOODS, WHETHER PROVIDED BY YOU, US, OR ANOTHER PARTY. EXCEPT AS EXPRESSLY STATED ABOVE, WE DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, GOOD WORKMANSHIP, COURSE OF DEALING, AND USAGE OF TRADE. You are solely responsible for obtaining any building permits required for the job. We maintain liability insurance and workers' compensation coverage, but we do not maintain insurance that covers our work product. You have and you will maintain property/casualty insurance covering the job site at all times during the job. We are not responsible for moving any personal property in or around the job site in order to perform the work, but we may do so if we determine it necessary in order to perform the work, and if we do, we will not be liable to you or any other person or organization for any damage to any personal property. We are not responsible for delays caused by adverse weather conditions, acts of God, labor disputes, unavailability of materials, conditions of the job site that were unforeseen or hidden at the time this contract was signed, or other conditions not within our direct control. If we encounter any unexpected or hidden pre-existing conditions, problems, or damage that would necessitate a material increase in the amount of labor or materials required for the job, then we have the right to terminate this contract. If we do, you will not be obligated to pay the full contract price, but you will pay us for (1) any materials purchased and delivered to the job site before we discovered the condition, problem, or damage; and (2) the number of man-hours of work we provided before we discovered the condition, problem, or damage, at our standard hourly rate. You warrant that you are the owner, or are entitled to legal possession, of the job site, and that you have the power and authority to enter into this contract and to authorize us to perform the work at the job site. If your spouse is an owner of the job site, then you also represent that you are authorized to enter into this contract on behalf of your spouse and you agree, for yourself and for your spouse, that you and your spouse are jointly and severally liable under this contract. "Jointly and severally liable" means that each of you is legally responsible for 100% of the customer's obligations under this contract, not just a pro-rata portion. If a business entity or other organization owns or is entitled to legal possession of the job site, then the person signing this contract represents that he is authorized to enter into this contract on behalf of the organization. This contract may be amended by a written or oral change order. If you fail to request an estimate before authorizing additional work, you will still be liable for the reasonable cost of the additional work, and you must pay the additional cost in accordance with the terms of this contract. All additional work and changes to the scope of the job that you authorize, whether or not in writing, become part of the job. This contract constitutes the entire agreement between the two of us relating to its subject matter; any prior agreements and understandings are hereby superseded and merged into this contract. Each party's respective rights, obligations and remedies relating to the work and the relationship between you and us will governed solely by the terms of this contract, and each party waives and relinquishes all present and future claims in tort against the other party relating to the subject matter of this contract. This contract is binding upon and inures to the benefit of each party and its respective legal representatives, successors, heirs and assigns. Neither you nor we may assign our rights or obligations under this contract, including any warranties made by us, without the other party's prior written consent. If any provision of this contract is held to be illegal, invalid or unenforceable, that provision will be deemed to be modified to the extent necessary to permit its enforcement to the maximum extent permitted by applicable law, and the remaining provisions of this contract will not be affected. EXCEPT FOR EXPRESS WARRANTY CLAIMS, ANY CLAIM ARISING UNDER THIS CONTRACT, FROM ANY ACT OR OMISSION OF OUR EMPLOYEE OR AGENT, OR RELATING TO ANY WORK WE PERFORM, IS AUTOMATICALLY RELEASED AND DISCHARGED WITHOUT ANY FURTHER ACTION UNLESS AN ACTION BASED UPON THE CLAIM IS COMMENCED WITHIN ONE YEAR AFTER THE DATE THE JOB IS COMPLETED. ANY CLAIM BASED UPON AN EXPRESS WARRANTY UNDER THIS CONTRACT IS AUTOMATICALLY RELEASED AND DISCHARGED WITHOUT ANY FURTHER ACTION UNLESS AN ACTION BASED UPON THE CLAIM IS COMMENCED WITHIN 6 MONTHS AFTER THE DATE THE WARRANTY EXPIRES. You must provide us with written notice of any warranty claim, of any other claim relating to this contract or the breach of this contract, or of any damage to the job site allegedly caused by us or our employees or agents, within a reasonable time after you discover the claim or damage. You may not commence any legal proceeding relating to the claim for thirty days after we receive your notice of the claim, to give us an opportunity to investigate the claim. You agree that, if you fail to provide us with notice, or if you, before the end of the thirty-day period, alter, repair, or replace any of the work or materials we provided, or any system or component of the job site (or the structure in which the job site is located) that may have a bearing upon the claim (except as may be necessary to prevent further damage to the job site or structure), which prevents us from independently verifying the existence or extent of the claim, then you will be deemed to have irrevocably waived and released all claims, rights, or actions against us and our employees, agents, officers, directors, shareholders, members, partners, affiliates, licensors, successors, heirs, assigns and legal representatives, relating to that claim. You will not directly employ, offer to directly employ, directly pay, or otherwise directly retain any employee of ours to provide construction, remodeling, repair, maintenance, or handyman services to or for you or any property you own. Any work performed in violation of the preceding sentence is not warranted by us. You acknowledge and agree that: (1) we, Following Seas, LLC d.b.a. HOUSE DOCTORS, are an independently-owned and independently-operated licensee of H.D. Franchising Systems, LLC ("HDFS"); (2) we are not an employee, partner or agent of HDFS; (3) we are not authorized to make any contract, agreement, warranty or representation on behalf of HDFS; (4) you will have no recourse against HDFS-and HDFS will not be liable to you-for any obligation, act or omission of ours or for any breach of this contract by us; and (5) you may not assert or commence any claim, demand, legal action or cause of action (whether for negligence, breach of contract, breach of warranty, fraud, unfair trade practices, breach or violation of a consumer protection statute, or otherwise) against HDFS for any damage or loss sustained by you as the result of the breach of any provision of this contract, or any act or omission by us.