These terms (the "<u>Terms</u>") govern the provision of services by Bright Star Handyman Service LLC (the "<u>Company</u>") to you ("<u>you</u>" or "<u>your</u>" or "<u>Client</u>"). By accepting the pricing estimate set forth above and receiving construction services from the Company, you authorize the work described on the order form and agree to the terms and conditions below.

- 1. <u>Services</u>: The Company agrees to perform the services set forth above (the "<u>Services</u>") in accordance with the terms herein.
- 2. <u>Fees</u>: The Company performs the Services on a per-job basis and does not charge an hourly fee. Taxes, permit costs and fees will be added to the estimate as applicable.
- 3. <u>Payment</u>: All work is performed on a C.O.D. basis. Payment in full is due when work is completed and an invoice is presented to the customer. Any unpaid balances will be subject to collection and any applicable service fees, as well as interest as set forth in Section 4 below
- 4. <u>Late Payment</u>: If final payment is not made within ten (10) days of the completion of the Services, interest will accrue at the rate of 1.5% per month (18% APR) on the unpaid balance. You agree to pay any and all costs, including attorney fees, incurred by the Company to effect collection.
- 5. <u>Cancellation</u>: You may terminate these Terms at any time prior to midnight of the third business day after this contract is signed. Upon any such cancellation, these Terms will be void ab initio. Any deposits paid prior to cancellation that are noted as non-refundable on the order form will not be refunded upon cancellation.
- 6. <u>Changes</u>: Any and all change work orders must be in writing and signed by the Company and Client. Change work orders that have not been agreed to by both parties will not be accepted for any reason. Change work orders may be subject to additional fees and changes to the estimated start and completion dates for the Services.

7. Materials:

a. <u>Supply of Materials</u>. The Company is responsible for supplying materials unless otherwise stated. You may be subject to additional fees in the event you wish to supply your own materials. In the event the completion of the Services is delayed due to your election to supply materials, you may be charged up to \$250 for each day the provision of Services is delayed.

- b. <u>Quality of Materials</u>. The Company uses materials that are commonly available at local home improvement centers and assumes no liability for the quality or longevity of these materials.
- c. <u>Paint Matching</u>. Paint matching done by the Company will be done to the best possible match, but a perfect match cannot be guaranteed.
- 8. <u>Start and Completion Dates</u>: Following your acceptance of the price estimate and these Terms, the Company will notify Client of mutually agreeable start and completion dates for the Services. Start and completion dates may be subject to change due to unforeseen circumstances such as weather, availability of materials, illness or acts of God.
 - a. <u>Workday Cancellations</u>. Client may cancel a scheduled work day upon no less than twenty-four (24) hours advance notice to the Company. Client shall incur a fee equal to one hundred and fifty dollars (\$150) for any workday cancelled without such notice.
 - b. <u>Project Postponement</u>. For Services to be performed over the course of three (3) days or more, Client must provide at least seventy two (72) hours notice prior to any postponement of the Services. For Services to be performed over the course of a one (1) or two (2) day period, Client must provide at least twenty four (24) hours notice prior to any postponement of the Services. Client shall incur a fee equal to two hundred fifty dollars (\$250) for each day of postponement if the Services are postponed without such notice.
- 9. <u>Adjustments to Services</u>: Upon your request, the Company may return to the worksite to make necessary adjustments to the Services so long as the request is received no more than seven (7) days following the completion of the Services. Any requests for revisions or adjustments following this seven (7) day period will be subject to a new work order and additional fees.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute and deliver these Terms as of the date hereof.

Company:	Client:	
Bright Star Handyman Service LLC		
Myles Geiger, [CEO]	[NAME]	