

Minor Home Improvement and Repair Contract Terms and Conditions

Jeremiah Loyacano (DBA) Surprise Home Improvement LLC will herein be referred to as (“Contractor”) or (“Service Provider”). The signee will herein be referred to as (“Client”). The specific services outlined for each project in the Construction Contract Agreement will herein be referred to as (“The Services”). The Construction Contract will herein be referred to as the (“Agreement”). The following terms and conditions will herein be referred to as the (“Contract”). The (“Contractor”) and signing (“Client”) will herein be referred to as the (“Parties”).

1. Scope of services rendered:

The scope of work detailed in this contract outlines the services that will be provided among “The Parties”¹, Surprise Home Improvement LLC (“Contractor”) to the (“Client”). It includes the specific tasks, deliverables, and timeline agreed upon by both parties. (Ref. section #7).

- a. Changes to the Scope: Any changes, additions, or modifications to the scope of work must be mutually agreed upon in writing by both parties. Such changes may result in additional costs or adjustments to the project timeline. (Ref. section #8)
- b. Exclusions: Any services, tasks, or deliverables not explicitly mentioned in this Scope of Work are excluded from the contract and will not be performed unless otherwise agreed upon through a formal amendment to this agreement.
- c. Assumptions: The Scope of Work is based on the assumptions provided by the Client. If these assumptions change, it may require a reevaluation of the Scope, timeline, and costs.
- d. Limitations: Surprise Home Improvement LLC (“Contractor”) shall not be held responsible for any work outside the defined Scope unless a written agreement is made to include such work.

2. Portfolio Use Agreement

This Portfolio Use Agreement ("Agreement") is made and entered into by and between ("Client") and Surprise Home Improvement LLC ("Contractor") as of the signing of this agreement.

- a. Authorization:
 - i. The Client hereby grants the ("Contractor") permission to photograph, record, or otherwise capture the work and/or services provided under this Agreement, including but not limited to images, videos, and descriptions of the completed work ("Materials").
- b. Use of Materials:
 - i. The Service Provider is authorized to use the Materials for the following purposes:
 - ii. Inclusion in the Service Provider's professional portfolio, both online and offline.
 - iii. Display on the Service Provider's website, social media profiles, and marketing materials.
 - iv. Use in presentations, case studies, and other promotional or educational content.
- c. Limitations
 - i. The ("Contractor") agrees not to disclose any confidential information or trade secrets of the Client in the Materials. Additionally, the Service Provider shall not use the Client's name, logo, or any identifying details without prior written consent from the Client.
 - ii. Non-Exclusive License - The Client acknowledges that this authorization grants the Service Provider a non-exclusive, royalty-free license to use the Materials as described in this Agreement. The Client retains all rights to the work itself.
 - iii. Duration of Use - This authorization is granted for an indefinite period unless revoked in writing by the Client. Any such revocation will not affect the Service Provider's right to use Materials already published or in use prior to the revocation.
- d. Acknowledgment
 - i. By signing this Agreement, the Client acknowledges and agrees to the terms and conditions set forth herein. The Service Provider agrees to use the Materials in a manner that is professional and respectful of the Client's business and reputation.

3. Independent Contractor Agreement

This Independent Contractor Agreement ("Agreement") is entered into as of the signed date below by and between ("Client") and ("Contractor").

- a. Independent Contractor Status
 - i. The Contractor agrees and acknowledges that they are an independent contractor and not an employee, partner, agent, or representative of the Client. The Contractor shall have the sole discretion to determine the means, methods, and manner of performing the services outlined in this Agreement.
- b. Non-Exclusive Engagement
 - i. The Contractor is free to perform work for other clients, companies, or individuals during the term of this Agreement. The Client acknowledges that they do not have exclusive rights to the Contractor's services, and the Contractor may engage in other work or business activities, provided such activities do not conflict with the services provided to the Client under this Agreement.
- c. Control of Work
 - i. The Contractor retains the right to control and direct the performance of the services, including the location, timing, and manner of work. The Client may provide general guidelines and objectives for the project, but the Contractor shall have the sole authority to determine the specific steps, procedures, and resources needed to complete the work.

4. Potential Delays or Interruptions

- a) Service Interruptions - ("Service Provider") strives to deliver services in a timely and efficient manner. However, the Client acknowledges that certain circumstances beyond the Service Provider's control may cause delays, interruptions, or deviations from the agreed schedule.
- b) Examples of Potential Delays - these circumstances may include, but are not limited to:
 - i. Natural disasters, including earthquakes, monsoons, thunderstorms, floods, hurricanes, and fires.
 - ii. Unforeseen technical issues, hardware or software failures, equipment failure, power outages, or network disruptions.
 - iii. Delays caused by third parties, including but not limited to suppliers, tenants, property owners, subcontractors, software providers, or other service providers.
 - iv. Legal or regulatory changes that impact the classification of scope of the services as defined by the Arizona Registrar of Contractors.

- v. Health or safety concerns, including hazardous property conditions, pandemics or illness affecting the Service Provider's personnel or immediate family.
- c) Notification of Delays
In the event of a delay or interruption, the Service Provider will notify the Client as soon as reasonably possible. The Service Provider will take all reasonable steps to minimize the impact of such delays on the project timeline.
- d) Liability for Delays
The Service Provider shall not be held liable for any loss, damage, or costs incurred by the Client due to delays or interruptions caused by the aforementioned circumstances or any other unforeseen events beyond the Service Provider's control.
- e) Extensions of Time
If a delay or interruption occurs, the Service Provider and the Client will negotiate in good faith to extend the project timeline or make other necessary adjustments to accommodate the delay.

5. Refusal of Payment

- a. Payment Obligation: The Client agrees to pay ("Service Provider") for the services rendered as outlined in this Agreement, according to the payment schedule and terms specified herein.
- b. Notice of Payment Refusal: In the event that the Client refuses or fails to make payment for services agreed upon and rendered, the Client must provide written notice to the Service Provider within 5 business days of the invoice date, specifying the reasons for non-payment or the dispute. The Client's failure to provide such notice within the specified timeframe shall be deemed acceptance of the invoice and the services provided.
- c. Resolution of Disputes: Upon receipt of the notice of payment refusal, the Service Provider shall have 5 business days to respond to the Client's concerns and attempt to resolve the dispute amicably. Both parties agree to engage in good faith negotiations to resolve any payment disputes.
- d. If the payment dispute is not resolved through negotiation, the following remediation steps may be taken:
 - i. Mediation: Both parties agree to submit the dispute to mediation with a neutral third-party mediator, with the costs of mediation covered by the Client.
 - ii. Suspension of Services: The Service Provider reserves the right to suspend or terminate all ongoing services regardless of the current state of a project if the payment dispute is not resolved within 1 business day of the initial notice of payment refusal. The Service Provider will provide written notice to the Client prior to suspending services, which may include digital correspondence (email/SMS).

- iii. Interest and Late Fees: If payment is not made within 5 business days of the invoice date and no dispute has been raised, the Service Provider reserves the right to charge interest on the outstanding amount at a rate of 2.5% per month, as well as a late fee of \$25 per day.
- iv. Legal Action: If the payment remains unresolved after the above steps, the Service Provider may pursue legal action; including but not limited to a mechanic lien on the property or small claims court complaint and summons to recover the outstanding amount from the ("Client"), including all associated legal fees, court costs, and any other expenses incurred in enforcing this Agreement.
- v. Right to Withhold Deliverables: The Service Provider retains the right to withhold any deliverables, documentation, or work product until full payment for services rendered has been received, unless otherwise agreed upon in writing by both parties.
- e. Final Payment: Once the payment dispute is resolved, the Client agrees to promptly make the final payment according to the terms of the resolution. The Service Provider will then resume or complete any suspended services or deliverables, as applicable.
- f. Non-Waiver: The Service Provider's failure to exercise any right under this clause shall not constitute a waiver of the right to enforce such provisions in the event of future non-payment.

6. Improper notice "Early Termination Fee":

- a. After this contract goes into effect ("Start Date"), the ("Client") may terminate the agreement for any reason with at least a 24-hour written notice. If the ("Client") terminates the contract with less than a 1 business day (24 hours from scheduled start time) notice for any reason other than what is mutually agreed upon and/or rescheduled with the ("Contractor"), the ("Client") is responsible for a \$75 early termination fee. This early termination fee is intended not as a penalty, but to offset the expenses incurred and estimated lost revenue that the ("Contractor") may have incurred from the lack of a proper notice and used schedule time.

7. Payment for Materials:

If ("Client") has not previously paid in full or supplied the Materials prior to the date of this Agreement, materials cost will be included in the final invoice and the Customer shall make such payment in full for labor and materials no later than (a) the date for payment otherwise

specified in contract agreement between the (“Client”) and (“Contractor”), notwithstanding anything to the contrary in such contract agreement. This includes materials purchased or provided from the supply inventory of the (“Contractor”).

8. Changes to Scope of Services:

- 3) Any deviation from the scope of services rendered will require prior approval and amendment to the contract. A change in the Scope of Services shall not be effective unless authorized through a written amendment to this Agreement signed by both Parties. If (“Contractor”) proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract. Except as expressly provided herein or as otherwise provided in writing by the (“Contractor”) Surprise Home Improvement LLC’s owner or administrative assistance, no agent, employee, or representative of the (“Contractor”) is authorized to modify any term of this Agreement.

9. Guarantee / Warranty Agreement:

- a) The (“Contractor”) agrees to take necessary precautions to perform the work outlined in this contract to the highest level of industry standards following recommended practices under the supervision of a certified contractor and licensed handyman.
- b) (“Services”) or work completed are warranted to be free from defects in workmanship for 30-calendar days. It is the responsibility of the (“Client”) to notify the (“Contractor”) within the 30-calendar day timeframe to receive warranty work or material replacement; notwithstanding any attested services under the terms of the (“Completion agreement”). Scheduling of warranted work is subject to (“Contractor”) availability. No refunds will be provided for the work completed or services performed under this contract.
- c) Unless otherwise specified, the (“Services”) agreed upon will not include any guarantee or warranty beyond section 8b and the scope outlined in the “Liability” section. The (“Contractor”) will not be held liable for any claim or defect arising from improper owner/tenant usage of the property, supplies or materials defects, or delays from certain circumstances beyond the Service Provider’s control, as outlined in section 4 of this agreement. After completion of the scope of work within the (“Agreement”), the parties will sign and return the (“Completion agreement”) which will serve as the mutual attestation from the (“Client”) that services were inspected and found to be performed to the satisfaction of the (“Parties”) and (“Client”) at the time of the agreement.

10. Governing Law:

- a. This Agreement shall be governed by and construed in accordance with the laws of the state of Arizona, without regard to its conflict of law provisions.

11. Liability:

- a. **Limitation of Liability:**
The Contractor shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, business interruption, or loss of business information, arising out of or relating to the performance of this Agreement, even if the Contractor has been advised of the possibility of such damages. The Contractor's total liability for any and all claims arising out of or related to this Agreement shall not exceed the amount paid by the Client to the Contractor for the specific project under this Agreement.
- b. **Insurance Coverage:**
The Contractor maintains liability insurance coverage of \$1,000,000 (One Million Dollars) to cover any claims arising out of the Contractor's performance under this Agreement. In addition, the Contractor has obtained a bond limited liability of \$4,250 (Four Thousand Two Hundred Fifty Dollars) through JETTY Insurance¹.
- c. **Indemnification:**
The Client agrees to indemnify, defend, and hold harmless the Contractor, its officers, employees, and agents, from and against any and all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of or resulting from the performance of the Work under this Agreement, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, and is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose acts the Contractor may be liable.

12. Right to refuse services:

- a. *We reserve the right to refuse service to anyone for any non-discriminatory reason, including but not limited to disruptive behavior, excessive delays/changes to scope of work, refusal of the Agreements, inappropriate conduct such as harassment of employees, or violation of our policies. Our primary concern is the safety and comfort of our customers and staff. We strive to maintain a welcoming and respectful environment for all, and any actions that compromise this will not be tolerated. We also reserve the right to ask individuals (clients or staff) to leave the job site if the client (or associated third parties that are present)*

actions are deemed inappropriate or harmful. Per **Legislature of the State of Arizona, Section 1. Title 44, chapter 9, Arizona Revised Statutes**

By approving an estimate/quote and/or signing the Completion Agreement contract, all parties acknowledge and agree to the terms set forth as outlined above.