# THIS GENERAL SERVICE AGREEMENT (the "Agreement") BETWEEN:

CLIENT (You) &

CONTRACTOR (Breezy Home Pros)

5572 W. 73rd Ave, Westminster, CO 80003

### **BACKGROUND:**

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in

this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the

Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

#### SERVICES PROVIDED

The Client hereby agrees to engage the Contractor to provide the Client with the following services (the"Services"):

#### Indoor Air Quality Services:

Ventilation Cleaning, a.k.a. Air Duct Cleaning; Sanitization Services; Dryer Vent Cleaning; and HVAC Cleaning;

#### **Smart Home Automation or Smart Home:**

Thermostats; Indoor Air Quality Monitor; Smoke and CO2 Detectors; Other; Services are subject to change as new services are added and/or removed.

The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

A list of services can be found at <u>BreezyHomePros.com/services</u>

### **TERM OF AGREEMENT**

The Client is of the opinion that the Contractor has the necessary qualifications, experience, and abilities to provide services to the Client.

The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services")

#### Indoor Air Quality Services:

Ventilation Cleaning, a.k.a. Air Duct Cleaning; Sanitization Services; Dryer Vent Cleaning; and HVAC Cleaning;

### **Smart Home Automation or Smart Home:**

Thermostats; Indoor Air Quality Monitor; Smoke and CO2 Detectors; Other; The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

## PERFORMANCE

The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

# CURRENCY

Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD.

## COMPENSATION

The Contractor will charge the Client for the Services is based on the services requested and the SQFT of the home. (the "Compensation"):

Compensation will be based on the agreed-upon price established in the approved Client estimate.

Should a price require a change or materials need a client approval will be required via a new Client approved estimate or by the client providing a written approval.

Material expenses that require prepayment will be listed in the estimate and require approval from the Client.

A fee of no more than \$100.00 may be added to the invoice for miscellaneous materials needed for the installation, setup, and/or testing of Smart Home devices.

Invoices submitted by the Contractor to the Client are due upon receipt.

In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Contractor will be entitled to pro rata payment of the Compensation to the date of termination, provided that there has been no breach of contract on the part of the Contractor.

The Contractor will not be reimbursed for any additional expenses incurred in connection with providing the Services of this Agreement.

Link to Breezy Home Pros Pricing BreezyHomePros.com/Pricing

# **TRADE SECRETS**

Trade secrets (the "Trade Secrets") include but are not limited to any data or information, technique or process, tool or mechanism, formula or compound, pattern or test results relating to the business of the Client, which are secret and proprietary to the Client, and which give the business a competitive advantage where the release of that Trade Secret could be reasonably expected to cause harm to the Client.

The Contractor agrees not to disclose, divulge, reveal, report, or use, for any purpose, any Trade Secrets which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

## **CAPACITY / INDEPENDENT CONTRACTOR**

In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service. The Client is not required to pay or make any contributions to any social security, local, state, or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension, or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying and complying with reporting requirements for all local, state, and federal taxes related to payments made to the Contractor under this Agreement.

# **CLIENT RELEASE**

The Client hereby assigns the Contractor the irrevocable and unrestricted right to use and publish photographs and videos taken as a result of this Agreement for editorial, trade, advertising, educational, and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same without restriction.

### **INDEMNIFICATION**

Except to the extent paid in settlement from any applicable insurance policies and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

## **MODIFICATION OF AGREEMENT**

Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing and signed by each Party or an authorized representative of each Party.

### ASSIGNMENT

The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

## ENTIRE AGREEMENT

It is agreed that no representation, warranty, collateral agreement, or condition affects this Agreement except as expressly provided in this Agreement.

### ENUREMENT

This Agreement will ensure the benefit of and be binding on the Parties and their respective heirs, executors, administrators, permitted successors, and assigns.

### **GOVERNING LAW**

This Agreement will be governed by and construed in accordance with the laws of the State of Colorado.