



TERMS AND CONDITIONS

This is a legally binding contract (the "Contract") describing services, either proposed or rendered at the premises described above (the "Premises"), for consideration, between BeeHive Pros, LLC (the "Company"), and the customer described above (the "Customer") (collectively, the "Parties").

- 1. Authority.** The individual signing this Contract warrants and represents that they are duly authorized to bind the Customer to the terms set forth herein and that they fully understand these terms and conditions. The undersigned further warrants and represents that they have read this Contract in its entirety and that by signing it, they agree to all terms and conditions stated herein, including all prices and specifications.
- 2. Termination of Contract.** If the Customer terminates this Contract after it has been fully executed, the Company is entitled to retain any and all deposits made as liquidated damages.
- 3. Access.** The Customer will grant the Company, its employees, representatives, and agents free and safe access to the location of all equipment covered by the Contract, for the purposes of inspections or adjustments and repairs. The Customer will grant the Company, its employees, representatives, and agents to shut down equipment as necessary to perform maintenance and repair services as necessary.
- 4. Safe Site Conditions.** The Customer shall secure, remove and protect all property, and its contents, including but not limited to adults, children, animals, cabinets, fixtures, flooring, walls, tiling, carpets, drapes, furniture, and vegetation during and upon completion of work and shall indemnify and hold harmless grant the Company, its employees, representatives, and agents against all claims arising out of the Customer's failure to do so and any and all claims not otherwise the result of the negligence of the Company.
- 5. Hazardous Materials.** The Company is not responsible for the inspection, discovery, abatement or removal of hazardous materials, including but not limited to, asbestos, lead paint (except as required by statute or regulation), radon, mold and U.F.F.I. If any hazardous materials are identified, the Company will leave the job until another licensed and approved contractor makes the area free of the hazardous material(s). Upon the Company's return, any additional work will be handled by a change order to the original contract. The Company is not responsible for any damages caused by, arising out of, or related to any of these hazardous materials including without limitation, mold or lead paint and the Customer waives, remises, releases and discharges all claims against the Company caused by, arising out of, or related to these hazardous materials including

without limitation, mold or lead paint, known and unknown, currently existing or hereafter arising, in any way related to, caused by, or arising from any Work and agrees to indemnify, defend and hold the Company harmless from all such claims. The remise, release, waiver, and discharge includes, without limitation, all claims for property damage and personal injury of any and all kinds.

- 6. Emergency Service Work.** If the proposed or rendered services are on a time and material basis, the following shall constitute emergency service work by the Company and shall be paid at a rate of one and one-half times the Company's commercial rate then in effect for its employees ("the Overtime Rate"): any call after 1:30 p.m. requiring same day service; any holiday service; any weekend service; and regardless of when the call is made, all work performed after 4:30 p.m. or before 8:00 a.m.
- 7. Change Orders.** Any changes to the Contract must be in writing, signed by both parties. Additional work ordered by the Customer, work necessitated by unforeseen conditions, or work otherwise not called for in this document, shall constitute additional work for which a change order must be issued. The change order shall identify the changed/additional work, the agreed to cost of that work, and any adjustment in time to complete the work necessitated by the changed/additional work. The change order must be in writing and signed by the Company and the Customer before any such work is required, unless for emergency health or other safety reasons, or to prevent imminent and substantial property damage, in which case the Company may perform and shall be paid but shall not be liable for failing to perform. Additionally, if the Company is delayed at any time in the progress of the work by fire, labor disputes, Acts of God, or any other causes beyond the Company's control, the completion schedule for the Work or affected parts of the Work (if a deadline exists) shall be extended by the same amount of time caused by the delay. In event of the delay, the Company also shall be entitled to a change order for its on-site overhead costs, including without limitation, the costs of on-site supervisory personnel and the rental costs of any equipment. Upon signing a change order, payment shall be due in accordance with that change order or, absent specification in the change order, upon substantial completion of that change order work.
- 8. Final Completion.** The Company shall give written notice to the Customer when it achieves Final Completion. In the event of a disagreement concerning whether Final Completion has occurred, the Customer shall pay all remaining sums minus the value of any items claimed to be incomplete and the Company reserves all rights concerning the amount being held by the Customer. Upon receipt of notice of Final Completion, the Customer shall have the right and opportunity to make a final inspection of said Work and materials used in connection therewith within three (3) business days after receipt of notice of Final Completion of the Work. In the event that the Customer is dissatisfied with the Work (and/or the materials used), the Customer shall notify the Company in writing within three (3) business days after his/her inspection that he/she is dissatisfied and shall specify the reasons, therefore. The failure to provide this notice shall constitute

a release and waiver of the Customer's claims.

- 9. Service Charge.** One and one -half percent (1.5%) service charge per month will accrue on all amounts not paid within thirty (30) days from the invoice date. The Company may terminate without liability for the Customer's failure to make timely payments and the Customer shall be liable for all costs and attorneys' fees incurred to collect any amount due from the Customer. The Company is released, and the Customer does hereby waive any and all claims of negligence and breach of contract against the Company arising out of, caused by, or in any way related to, in whole or in part, the Customer's own negligence or its misuse of equipment, tools, or materials.

10. Limited Warranty.

- a. The Company warrants its materials and workmanship to be free from defects for one year after performance unless otherwise specified in writing. This warranty does not cover defects or damages caused by misuse; negligence; or acts of God. The Company provides no warranty for drain cleaning or refrigerant leaks. In the event that a manufacturer offers a warranty, said warranty shall negate and supersede the Company's warranty. This warranty is the only warranty by the Company to the Customer, and is in lieu of all other warranties, expressed or implied.
- b. The Customer shall notify the Company by writing within twenty-four (24) hours of discovery of any warranty claim.
- c. The Company shall not be liable for water or other damage relating to any defect or delay in responding to said warranty claim. The Customer shall take reasonable steps to mitigate damages.
- d. In no event shall the Company be liable for lost profits, incidental, special, exemplary, indirect or consequential damages resulting from any work performed, or any problem, whether or not covered by any warranty provided by the Company.
- e. If workmanship or materials are altered, repaired, modified, or in any way changed, other than by the Company, then any warranty provided by the Company shall automatically be rendered null and void.
- f. The failure to allow the Company the first opportunity to repair any alleged defective work shall void all warranties. The Customer agrees and recognizes that they shall not withhold any payments for allegedly defective work. The Company is not responsible for reimbursement for work performed by any other company

or individual.

- g. If the Company's suggested options are not chosen by the Customer, the Company shall not be responsible for any damages incurred by the Customer as a result.
- h. The Company will not perform any other work or trade than that which is specified herein, including but not limited to carpentry, plaster/wall work, tile work, landscaping, masonry, flooring, roofing, paving, etc., unless specified in writing.
- i. Stoppages are not covered by warranty, and any drain cleaning cable which becomes stuck in the line is the responsibility of the Customer for removal and/or additional repairs.

11. License, Permits and Fees.

- a. Unless otherwise stated within the Contract, the Customer shall furnish and pay for, at their own expense, all taxes, permits, and license fees required to legally perform the repair work in accordance with the Contract.
- b. Access to the Premises for an agent of the administrative authority must be provided within a reasonable time. Should reasonable access not be provided, it shall result in additional charges to the Customer of two-hundred fifty dollars (\$250.00). Access is deemed to have been reasonably provided if the Company attempts to coordinate a date and time with the Customer no more than three (3) times.
- c. If at any time the administrative authority asks for additional work not related to our original contract, that work is the responsibility of the Customer.

12. Insurance. The Customer shall be responsible for purchasing and maintaining the Customer's usual liability insurance including such insurance as will protect the full value of the property and the Work from fire however caused, and other hazards, and against Acts of God, during the course of the Work. The Customer agrees that its insurance shall include a waiver of subrogation against the Company, agrees that all subrogation rights are hereby forever waived and released, and agrees that this waiver and release shall be permanent and final, effective even after all work is completed. Further, to the extent not covered by insurance, and to the fullest extent permitted by law, the Customer's recoverable damage for any claims shall be limited to no more than the amount paid to the Company under the Contract. The Company shall purchase and maintain insurance for claims of worker's compensation, claims for damages because of bodily injury, and claims for property damage, to the extent these claims arise out of or

are the result of the Company's negligent work.

13. Non-Disparagement. The Customer agrees that they will make no disparaging or defamatory comments regarding any member of the Company, its employees, representatives, and agents in any respect or make any disparaging or defamatory comments concerning any aspect of the Company's workmanship or services provided. Your obligations under this Paragraph 13 extend to, but are not limited to, text messages, e-mail communications, and comments or postings on blogs, Google, comment boards or social media websites including, but not limited to, Facebook, Instagram, Twitter or LinkedIn.

Customer agrees to address any and all concerns with the Company, or its workmanship, with the Company first, and the Company will make good faith attempts to address the Customer's concerns. If the Company and the Customer cannot resolve their disputes, the Parties agree to pursue arbitration as described in Paragraph 18. In the event the Customer makes disparaging or defamatory comments in a manner described in this Paragraph 13, the Company will be within its legal rights to file claims against the Customer, and the Customer will be responsible for any and all costs and attorney's fees related to the filing of the aforementioned claims.

14. Indemnity and Waiver of Claims. The Customer and the Company agree to waive all claims against each other for any consequential damages that may arise out of or relate to the Contract. The Customer agrees to waive damages including but not limited to the Customer's loss of use of the Work, any rental expenses incurred, loss of income, profit or financing related to the Work, as well as the loss of business, loss of financing, principal office overhead and expenses, loss of profits not related to the Work, and for loss of reputation. The Company agrees to waive damages not related to this Work including loss of business, loss of financing, and for loss of bonding capacity and loss of reputation. The provisions of this Paragraph 14 shall survive termination of the Contract.

15. Default by the Company. If the Company materially defaults on the terms herein, the Customer shall provide written notice of the default and provide seven (7) days to cure that default from the date of serving that notice. If after seven (7) days from serving the notice, the default is not cured, or the Company has not begun to cure the default, the Company may be terminated at the Customer's discretion.

16. Governing Law. This Contract shall be governed and construed according to the laws of the Commonwealth of Massachusetts.

17. Prevailing Terms. The Parties agree that the terms and conditions of this Agreement shall prevail, notwithstanding contrary or additional terms, in any purchase order, sales acknowledgment, confirmation or any other document issued by either party effecting the

purchase and/or sales of products or services.

18. Scope of the Contract. This document and any exhibits and addenda, specifications and/or drawings expressly referenced herein, form the full and complete Contract between the parties and replace and supersede all prior discussions, proposals and negotiations between the parties. Further, the parties agree and expressly represent that they are relying on no representations to enter into the Contract other than the terms set forth herein. The Contract shall not be amended except by written agreement signed by both parties and notarized. The invalidity of one or more phrases, sentences, clauses, or articles shall not affect the remaining portions of the Contract and if any part of the Contract should be declared invalid by final order, decree or judgment of a court of competent jurisdiction, the Contract shall be construed as if such invalid phrases, sentences, clauses, or articles had not been inserted. The Contract shall be construed in accordance with the laws of the Commonwealth of Massachusetts, excluding any choice of law doctrine that would result in application of foreign law. Massachusetts substantive law shall be applied to interpret the Contract in all disputes. All civil actions which arise between the parties concerning the project that is the subject of the Contract shall be filed in Worcester County Superior Court or Worcester District Court, except that the Company shall have the right, at its sole discretion, to require arbitration of any dispute pursuant to the Construction Industry Rules of the American Arbitration Association (“AAA”), in which case any court action shall be stayed until arbitration is completed. The Company shall have the right to choose AAA or JAMS as the arbitration forum.