

Contract and Release of Liability

This Contract for Services is made effective as of (DATE SIGNED ELECTRONICALLY), by and between the Client and DIY GUYS, LLC ("DIY GUYS") of PO Box 1178 Holly Springs, NC 27540. In this Contract, the party who is contracting to receive the services shall be referred to as the "Client", and the party who will be providing the services shall be referred to as "DIY GUYS".

DIY GUYS desires to provide Home Improvement Consultation and Assistance services to the Client and the Client desires to obtain such services from DIY GUYS.

THEREFORE, in consideration of the mutual promises set forth below, the parties agree as follows:

DESCRIPTION OF SERVICES. DIY GUYS will provide to the Client the following services (collectively, the "Services"):

- Consultation services for home improvement projects.
- Labor in assisting in home improvement projects.
- General handyman tasks

SCOPE OF WORK. DIY GUYS is a Home Improvement Consultant. Owner understands the purpose of DIY GUYS work is to empower the homeowner to complete do-it-yourself projects on their own homes. Owner knowingly enters into this agreement knowing the risks associated with home improvement projects and assumes all risks that come with use of tools and machinery. This includes risk of bodily injury or death as well as damage to your home or property.

PAYMENT FOR SERVICES. The Client will pay compensation to DIY GUYS, LLC for the Services. This compensation shall be payable in a lump sum prior to booking the initial home project consultation or additional hours.

MATERIALS AND SUPPLIES. a. The Client shall furnish all materials and equipment necessary to perform the services described in this Contract with the exception of items which the Client specifically notifies and requests be supplied by the DIY GUYS. All parts, building materials, and other supplies necessary to complete the services will be at the Clients cost. All specialized equipment and tools necessary to complete the project should be provided by the Client at the Clients expense.

b. All materials supplied by the Client shall remain the property of the Client.

RELATIONSHIP OF PARTIES. It is understood by the parties that DIY GUYS, LLC is an independent contractor with respect to the Client and not an employee of the Client. The Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of DIY GUYS, LLC.

COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS. In performing the services required of it under this contract, DIY GUYS shall comply with all applicable federal, state, county, and city statutes, ordinances, and regulations.

INSURANCE. DIY GUYS, at its own cost and expense, shall procure and maintain throughout the term of this contract a workers' compensation insurance policy for the protection of its employees engaged in work under this contract.

INJURIES. The Client acknowledges his or her obligation to obtain appropriate insurance coverage for the benefit of DIY GUYS, LLC (and DIY GUYS, LLC's employees, if any). The Client waives any rights to recovery from DIY GUYS, LLC for any injuries that DIY GUYS, LLC (and/or DIY GUYS, LLC's employees) may sustain while performing services under this Contract and that are a result of the negligence of The Client or The Client's employees.

ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

APPLICABLE LAW. This Contract shall be governed by the laws of the State of North Carolina.

CREDIT CARD AUTHORIZATION / CHARGEBACKS / DECLINES. You authorize DIY GUYS LLC to bill all charges provided to the credit card provided by you and agree to pay these charges according to the cardholder agreement. You agree that there are no refunds for any reason under the terms and policies stated herein. You hereby irrevocably authorize and instruct the card issuer to deny any chargeback requests relating to this charge authorization at any time and for any reason and agree that fax, digital or electronic transmission of this agreement and/or payment on any invoice is mutually acceptable and legally binding under these terms and conditions and constitutes acknowledgment of these terms and conditions as noted on the associated invoice. If we receive a decline, chargeback or payment dispute (i.e. PayPal Dispute or Credit Card dispute) from a credit card company or bank, your account will be suspended without further notice. A \$250.00 decline/chargeback fee (issued to recover fees passed on to us by our merchant account and/or back and labor to process), plus any outstanding balances accrued as a result of the chargeback(s) must be paid in full before the account is restored. Instead of issuing a chargeback, contact us to address any billing issues or questions. Requesting a chargeback or opening a dispute for a valid charge from us is a fraud and is never an appropriate or legal means of obtaining a refund. Please read and make sure you fully understand our billing, payment terms and refund policy prior to making a payment. If any arbitration or legal proceeding is brought for the enforcement of these terms and conditions under this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provision of this Agreement, or other dispute concerning this Agreement, DIY GUYS LLC shall be entitled to recover reasonable attorney's fees incurred in connection with such arbitration or legal proceeding. This agreement shall be governed by and construed in accordance with the laws of the state of North Carolina. Both parties agree to the exclusive jurisdiction and venue of the courts of Wake County, North Carolina.

WAIVER / RELEASE OF LIABILITY- In consideration of the risk of injury while participating in work with the DIY GUYS and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge DIY

GUYS LLC, located at PO Box 1178 Holly Springs, NC 27540, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity. I am voluntarily participating in the aforementioned Activity and I am participating in the Activity entirely at my own risk. I am aware of the risks associated with participating in this Activity, which may include, but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or others' negligence, or the condition of the Activity location(s). Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this Activity, including travel to, from and during this Activity. I agree to indemnify and hold harmless DIY GUYS LLC against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If DIY GUYS LLC incurs any of these types of expenses, I agree to reimburse DIY GUYS LLC. I acknowledge that DIY GUYS LLC and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of DIY GUYS LLC. I acknowledge that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. I acknowledge that I have carefully read this "waiver and release" and fully understand that it is a release of liability. I expressly agree to release and discharge DIY GUYS LLC and all of its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against DIY GUYS LLC for personal injury or property damage. To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of DIY GUYS LLC, its agents, and employees. In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance. In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness. This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Client and DIY GUYS LLC agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into. In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

SIGNATORIES. This Contract shall be signed on behalf of the Client digitally and on behalf of DIY GUYS, LLC below by Matt Vaughan and Tim Ryerson, Owner. This Contract shall be effective as of the date on the digital signature.

Contractor:

By: *Matt Vaughan & Tim Ryerson*

DIY GUYS, LLC Co-Owners