

MODERN DEGREE, LLC

SERVICE AGREEMENT

This agreement for services (the “**Agreement**”) is made and entered into this ____ day of _____, 20__ (the “**Effective Date**”) between MODERN DEGREE, LLC, an Arizona limited liability company (the “**Contractor**”), and _____ (the “**Client**”) (Contractor and Client may be referred to herein individually as a “**Party**” or collectively as the “**Parties**”).

1. **Term and Termination.** This Agreement takes effect immediately as of the Effective Date and remains in full force and effect for a period of one year (the “**Initial Term**”).

2. **Scope of Work.** Client hereby elects to participate in Contractor’s “Mod Squad Residential Plan” (the “**Plan**”). The Plan includes discounted services as follows (the “**Services**”):

- a. **Service Calls.** Contractor will provide two regular service calls per year during which Client’s outdoor HVAC equipment is cleaned, inspected, and all electrical components are tested to ensure they are functioning within the manufacturer’s specifications. For split HVAC systems, Client may elect to have the interior equipment, including the coil, cleaned at a discounted price of \$150.00 per cleaning.
- b. **Priority Status.** Client will receive priority service on any repair call. This means your service request will be moved to the next in line.
- c. **Discount on New Installations.** Client will receive a 10% discount on new whole home HVAC system (Split heat pumps to include exterior and interior units; Split furnaces to include exterior unit, interior furnace and interior coil; package system to include single exterior unit) installations to be completed by Modern Degree
- d. **Ladder Service.** Up to One (1) hour of ladder service is available at a discounted fee where Contractor is installing items provided by Client, including but not limited to, filters, smoke detector batteries, light bulbs, etc.
- e. **Repair Discounts.** Any repairs recommended by contractor and approved by client will be discounted by 10%

3. **Time of Services:** All Services are to be performed during regular business operating hours unless otherwise specified herein.

4. **Location of Services:** Contractor will provide the Services at the following location (the “**Premises**”):

5. **Cost of Participation in the Plan.** Clients may subscribe to the Plan and receive the Services, as described in paragraph 2 above, for a monthly recurring fee of \$10.00 per month (the “**Monthly Payment**”). The Monthly Payment includes provision of the Services for one exterior unit.. Each additional exterior unit will cost an additional \$5 per month.

6. **Payment of Monthly Fees and Payment Terms.** Contractor will automatically bill the Monthly Payment to Client’s credit card using the information provided by the Client on or before the 1st of each month during which Client is participating in the Plan. Client will be charged a fee of \$25.00 for any declined Monthly Payment. Client agrees to maintain and provide Contractor with current credit card information for purposes of making Monthly Payments. If Client fails to make a Monthly Payment and does not remedy such failure by providing Contractor with valid credit card information, paying the Monthly Payment and the \$25.00 fee within thirty (30) days, Client’s membership in the Plan will be automatically cancelled and any unused Services or credit will be forfeit by Client.

7. **Renewal and Cancellation.** This Agreement will automatically renew for an additional year at the end

of the Initial Term (the “**Annual Renewal Term(s)**”), unless cancelled by either Party in writing. Either Party may cancel this Agreement by providing the other Party with written notice of its intent to cancel the Agreement at least thirty (30) days prior to the expiration of the Initial Term or any subsequent Annual Renewal Term (the “**Termination Date**”). Upon cancellation, Contractor will provide any Services due prior to the Termination Date and Client agrees to pay for any Services rendered in accordance with the terms and conditions of this Agreement.

8. **Access to Premises**. Contractor requires unrestricted access to the exterior of the Premises. Contractor, depending on any additional services required, may need access to the interior of the Premises as well. It is Client’s responsibility to ensure the Premises are clean and accessible to Contractor during the agreed upon time frames. Client shall provide unrestricted access to all utilities on the Premises for the purposes of performing the Services, including access to all electrical outlets, lighting systems, water, etc. which may be required for the provision of the Services.

9. **Discretion, Safety and Limitation of Liability**. Contractor reserves the right, at Contractor’s sole discretion, to alter the Services as may be necessary to ensure the safety of individuals, the Premises and equipment. Outside of Contractor’s gross negligence, Contractor is not liable for damage caused to equipment, furniture, or other items on the Premises.

The Parties hereto have read, understand, and agree to be bound by all terms of this Agreement, including the Terms and Conditions attached to this Agreement and made a part hereof, and have duly executed this Agreement on the Effective Date.

MODERN DEGREE LLC

By: Title:

Address:

By: Dustin Travis, Member

City: State: Zip: Email:

Client:

Phone: Fax:

TERMS AND CONDITIONS

a. **Client**. The term "Client" shall include Client's successors, heirs, executors, personal representatives, trustees and administrators. b.

Payments. All fees and payments received by Contractor are earned upon receipt. Except as provided in this Agreement, **NO PART OF THE FEE WILL BE REFUNDED**, and it will be regarded as earned in full upon its payment. Contractor is not holding the fees in trust or under similar theory of law. Client understands that payment of this **NON-REFUNDABLE FEE** is also an agreement reflecting the Contractor's willingness to help Client, ensures the Contractor's availability to Client, and due to the Contractor's limited resources and availability, Contractor may have to refuse other Clients as a result of this Agreement.

c. **Quality of Service Concerns**. Client agrees to bring any issues regarding the quality of the Services to Contractor’s attention within twenty four (24) hours of the time the Services were provided. The Parties agree that all quality of services issues will be addressed with either a touch-up service or a credit toward future invoices at Contractor’s discretion. Any issues brought to Contractor’s attention after twenty-four (24) hours from the time the Services were rendered will be addressed at Contractor’s discretion and a touch-up service or future service credit will be at Contractor’s sole discretion.

d. **Missed Services and Rescheduling**. Client may reschedule Services at no charge by providing written notice to Contractor at least one (1) week prior to the date the Services are to be rendered. If Client requests rescheduling within forty-eight (48) hours of the Services, a rescheduling fee of \$50.00 will be applied. In the event Contractor is unable to provide Services due to restricted access to facility or utilities or other circumstance outside of Contractor’s control and at no fault of Contractor, a rescheduling fee of \$100.00 will be applied. Contractor cannot guarantee that the Services will be rescheduled in the same month the Services were cancelled. Rescheduling is based on Contractor’s availability and time of the month when the Services were cancelled. If rescheduling is required due to Client’s failure to provide access or comply with any other term of this Agreement, rescheduling will be at Contractor’s discretion and a rescheduling fee will be applied.

e. **Right to Subcontract**. Contractor may, in its sole and absolute discretion, subcontract services under this Agreement. You acknowledge and agree that the provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by Contractor to provide any Services set forth herein to you and bind you to such subcontractor(s) with the same force and effect as they bind you to Contractor.

f. **Release of Liability**. Client releases Contractor, it's staff, employees, owners, members, managers, subcontractors, attorneys, accountants, contractors, representatives, vendors, assigns, heirs, executors, insurers or employees of any of them (collectively, "Representatives") from any and all liability related to the Services.

g. **Authorization.** Both Parties represent that they are fully authorized and empowered to enter into this Agreement, and that the performance of the obligations under this Agreement will not violate or infringe upon the rights of any third-party or violate any agreement between the Parties and any other person, firm or organization or any law or governmental regulation.

h. **Indemnification.** The Client shall, to the fullest extent permitted by applicable law, indemnify, hold harmless and release the Contractor, its affiliates, and its respective officers, directors, agents and employees from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of, or relating to, the Contractor's Services under this Agreement.

i. **Applicable Law.** The laws of the State of Arizona govern the interpretation of this Agreement, without reference to choice of law principles. Any litigation arising out of the terms of this Agreement shall be filed in the Maricopa County Superior Court. All parties irrevocably consent to the sole and exclusive jurisdiction and venue in such court for such purposes.

j. **Amendments.** No provision of this Agreement may be waived or amended, except by a writing signed by the Parties. k. **Severability.** If any provision or provisions of this Agreement shall be held unenforceable for any reason, then such provision shall be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

l. **Assignment.** This Agreement shall not be assigned by either Party without the express written consent of the other Party. m. **No Waiver of Breach.** If Client or Contractor shall waive any breach of this Agreement, it shall not be construed as a waiver of any subsequent breach. Client's and Contractor's rights hereunder shall be cumulative, and any rights hereunder may be exercised concurrently or consecutively and shall include all remedies available even though not expressly referred to herein.

n. **Legal Advice.** Client acknowledges that Contractor is not an attorney. Client has had full and fair opportunity to seek and consider the advice of their chosen counsel regarding this Agreement. This Agreement was executed only after review, comment, and negotiation between all Parties, and shall be construed as if drafted by all parties.

o. **Costs of Collection and Attorneys' Fees.** In the event of non-payment of any amount due hereunder, Client agrees to pay for all costs of collection including a reasonable amount for attorneys' fees. If any Party commences any legal or equitable action or arbitration proceeding related to any of the provisions of this Agreement, the prevailing Party shall recover its reasonable attorneys' fees and litigation expenses in doing so. The amount of the attorneys' fees and litigation expenses shall be determined by the court in the same action or in any separate action brought for that purpose, in addition to any other relief to which any Party may be entitled.

p. **Waiver of Jury Trial.** The Parties hereby waive any right they may have to a jury trial in any legal or equitable proceeding related to any of the provisions of this Agreement or the Services.

q. **Integrated Agreement; Modifications.** This Agreement contains the entire Agreement between Client and Contractor concerning the transactions described in this Agreement and supersedes all prior or current negotiations, commitments, contracts, express or implied, warranties, express or implied, statements and representations, written or oral, pertaining to such matters, all of which are merged into this Agreement. In executing this Agreement, Client is not relying on any advice or advertisement of Contractor. **NO PERSON ACTING ON THE CONTRACTOR'S BEHALF HAS ANY AUTHORITY TO MAKE OR CLAIM ANY REPRESENTATION, TERM, PROMISE, CONDITION, STATEMENT, WARRANTY, OR INDUCEMENT (COLLECTIVELY "INDUCEMENT") NOT EXPRESSED HEREIN. BY ACCEPTING THESE TERMS AND CONDITIONS, CLIENT REPRESENTS THAT CLIENT IS NOT RELYING ON ANY INDUCEMENT THAT IS NOT EXPRESSED IN THIS AGREEMENT.**

Contractor's Signature: _____ Client's Signature: _____