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## DREAM BIG CONTRACTING, LLC HANDYMAN ON DEMAND SERVICE CONTRACT

This Service Contract (hereinafter “Agreement”) is entered into on \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, by and between Dream Big Contracting, LLC an Ohio Limited Liability Company (Dream Big Contracting, LLC, its employees, agents and assigns are hereinafter referred to collectively as the “Company”), and \_\_\_\_\_ (hereinafter “Buyer”) for the purpose of arranging maintenance and repair services provided by Company (Company and Buyer are referred to collectively herein as the “Parties”).

### SECTION I - SERVICES

- 1.1. *SERVICES.* In exchange for valuable consideration, as is set forth and hereby acknowledged in in this Agreement, Company agrees to provide basic maintenance and repair service labor to the primary residence at the property of the Buyer located at \_\_\_\_\_ (hereinafter the “Property”). Said services shall include basic maintenance and repair services performed within the interior of the primary residence. Company shall exercise sole discretion in determining whether any given maintenance or service falls within the capabilities of the Company and the Company is in no way bound by this Agreement to perform services that fall outside the scope of the Company; however, the Company may, at its sole discretion, agree to perform services that would otherwise be excluded under the terms of this Agreement.

Upon the acceptance and execution of this Agreement, Buyer will be entitled to receive up to 6 (six) service calls per year subject to the availability of Company and to ¶ 1.4 of this Agreement. Each service call is limited to a duration of no more 6 (six) manhours, and service calls exceeding 6 (six) manhours (the term “manhour” as used throughout this Agreement shall mean one hour of work performed by one workman) shall be charged at a rate of \$75.00 per manhour for each manhour in excess of 6 (six) hours in addition to all other fees and charges set forth herein. During said service calls, Company shall provide sufficient workmen for the performance and completion of the basic maintenance and repair services as set forth above.

Services under this Agreement shall become available to the Buyer upon the execution of this Agreement and payment as set forth in ¶ 1.2 and shall continue for a period of no less than 12 (twelve) months thereafter. At the conclusion of said 12-month period, this Agreement shall remain in full force and effect on a month-to-month basis that may be cancelled by the Buyer upon 30 (thirty) days’ written notice to the Company.

- 1.2. *PAYMENT.* In consideration of the services to be provided by Company, as is set forth in herein, Buyer hereby agrees to pay to Company a sum in the amount of \$50.00 at the time of the execution of this Agreement and \$50.00 per month thereafter, and no later than the 1<sup>st</sup> of each month, for a period of 12 (twelve) consecutive months. Buyer further covenants to pay for the cost of all materials and goods necessary to allow for the completion of any service undertaken by Company. If the Company purchases the necessary materials and goods, then Buyer agrees to pay to the Company 10% (ten percent) of the value of said goods or materials purchased even if Buyer rescinds the direction giving rise to the purchase of said materials and/or goods prior to the initiation of the services and/or its completion.

Buyer hereby authorizes Company to charge such methods of payment provided to Company for the purpose of paying Buyer’s debts arising under this Agreement and Buyer understands that Company shall automatically charge such methods of payment for any such debt, to include Buyer’s monthly subscription fee, absent alternative agreement by the Parties.

- 1.3. *VALUATION OF SERVICES.* The Parties hereby agree that the maximum total value of labor available to Buyer under this Agreement shall be \$1,500.00 during any 12-month period. The value of said labor for any service or maintenance shall be calculated in accordance with the values set forth herein.

The Parties do hereby agree that notwithstanding fee paid in any specific instance(s), the value of each manhour worked under this Agreement between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, shall be \$75.00 and the value of each manhour worked outside of 8:00 a.m. and 4:00 p.m., Monday through Friday, shall be \$95.00. Should Buyer wish to have Company perform work in excess of the Maximum Total Value set forth herein of \$1,500.00 per any 12-month period, said work shall be performed at the sole discretion of Company and each manhour in excess thereof shall be charged at a rate of \$75.00 or \$95.00 per manhour depending on the day and time of the services provided by the Company. Said hourly charge shall be paid in addition to all other charges agreed to under the terms of this Agreement.

- 1.4. *SCHEDULING.* The Parties do hereby agree that scheduling of service calls shall be made by agreement of the Parties and that service calls shall ordinarily take place between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday. If Buyer elects to reschedule a service call, Buyer must provide Company no less than 24 (twenty-four) hours' prior notice. Should Buyer fail to provide adequate notice or make the residence available to the Company at the scheduled time, said service call shall be valued at the relevant rate of two (2) manhours worth of work pursuant to ¶ 1.6. of this Agreement. Company may, at its sole discretion, agree to reschedule a previously scheduled service call on less than 24 (twenty-four) hours' notice.
- 1.5. *AFTER HOURS SERVICE CALLS.* The Parties do hereby agree that any service call scheduled outside the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, shall be charged at a rate of \$95.00 per manhour and any such call shall be charged for a minimum of 2 (two) manhours. Said charges shall be in addition to any other charges set forth in this Agreement, including, but not limited to, those charges set forth in ¶¶ 1.1, 1.2 and 1.3.
- 1.6. *BEST EFFORTS.* Company does hereby agree to employ, in good faith, its best efforts to achieve Buyer's desired outcome(s) of maintenance and repair services provided pursuant to this Agreement to the extent reasonably expected of similarly situated entities or persons offering such services. Further, Company does agree to evaluate, in good faith, whether a given task does or does not fall within the scope of its capabilities. Company agrees to perform services in a workmanlike manner and will exercise reasonable care while performing any services but does not guarantee the outcome or result for any given task performed pursuant to this Agreement. Additionally, Company does covenant to evaluate in good faith whether a requested service constitutes basic maintenance and repair service labor contemplated by this Agreement.
- 1.7. *SUPPLEMENTARY PAYMENT.* If Company concludes that a repair or service has been made necessary by a degradation or emergent condition affecting the Property's pre-existing condition, and the Company concludes that the repair is beyond the scope of work of its ability, the Company does hereby agree to pay to the homeowner \$150.00 towards the services of any qualified workman capable of performing the necessary repairs. All costs for labor and goods or materials in excess of \$150.00 shall be borne by Buyer.

## **SECTION II - GENERAL TERMS**

- 2.1. *COMPLETE AGREEMENT.* This Agreement constitutes the complete and exclusive statement of the agreement between Company and Buyer. It supersedes all prior written and oral statements, including any prior representation, statement, condition, or warranty. Except as expressly provided otherwise herein, this Agreement may not be amended without the written consent of Company. Oral agreements which purport to amend this Agreement are not enforceable.
- 2.2. *PAYMENT.* If Buyer should fail to provide payment at the time when payment is due under the terms of this Agreement, Buyer shall be in breach hereof and Company shall be entitled to pursue any and all remedies arising at law or in equity to recover said funds, whether owed for services, materials and/or goods. Should it become necessary for Company to utilize any debt collection agency or legal representation to recover unpaid funds owed by Buyer, Buyer shall be responsible for and shall pay the attorney fees, costs and collection fees incurred by the Company in such efforts.
- 2.3. *CHOICE OF VENUE.* Any action in law or equity arising under this Agreement shall be brought in the Courts of Greene County, Ohio, or the Federal Courts having jurisdiction therein. All parties to this Agreement consent to the exercise of jurisdiction by said courts in any action arising under this Agreement.

- 2.4. *COMPANY CANCELLATION.* The Company may cancel this Agreement upon sixty (60) days' notice to the Buyer.
- 2.5. *BINDING PROVISIONS.* This Agreement is binding upon, and inures to the benefit of, the Parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors, and assigns, to the extent otherwise permitted under this Agreement. This Agreement creates no rights or interest in any third party unless otherwise explicitly set forth herein or agreed to by the Parties in writing.
- 2.6. *SEVERABILITY OF PROVISIONS.* Each provision of this Agreement shall be considered to be severable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.
- 2.7. *COUNTERPARTS.* This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.
- 2.10. *EQUALITY OF DRAFTING.* The Parties hereby acknowledge and agree that this Agreement shall be understood as having been drafted in equal parts by each Party hereto and that this Agreement shall not be construed against any party on the basis of the doctrine of *Contra Proferentem* or any such substantially similar doctrine or canon of construction.
- 2.11. *WAIVER.* Failure of any party to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of the right to subsequently insist upon strict compliance with such term, covenant or condition or a waiver or relinquishment of any similar right or power hereunder at any subsequent time.

**You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation for an explanation of this right.**

\_\_\_\_\_  
*DREAM BIG CONTRACTING, LLC*

\_\_\_\_\_  
*DATE*

\_\_\_\_\_  
*NAME: \_\_\_\_\_, BUYER*

\_\_\_\_\_  
*DATE*

**RETURN TO ENROLLMENT FORM**