



Membership Agreement

This Membership Agreement (“Agreement”) is entered into by and between the person whose name appears in the signature section of the Agreement (hereafter termed “Member”). The Agreement shall become effective the day the first payment hereunder is received from Member by AHOD-HS LLC (“AHOD”) (the “Effective Date”) located at 122 Rose LN. Suite P3 – Frisco – TX – 75036

Acceptance Methods for Agreement: By either (A) indicating “I Accept” in the online User Registration Form, or (B) executing this Agreement, Member represents that Member has read, fully understands, and agrees to be bound by the terms and conditions of this Agreement. If accepting by the method stated in (A) of this paragraph, Member represents that he has been provided a copy of this Agreement, that Member has read it, and that Member intends by indicating “I Accept” in the User Registration Form to assent to all of the terms and conditions of this Agreement.

Terms and Conditions

1. Nature of the Service

- Handyman Services

TERM. Members choose online the following billing interval for this Agreement:

Annual Subscription (12 months) Or Monthly Subscription (12 months) –

The term (“Term”) of this Agreement, no matter which option is selected, is one year or 365 days. The Term, therefore, shall expire at 11:59 p.m. on the 365th day following the Effective date. The membership monthly/year fee is not refundable after of the membership start date or if a member has already used his/her membership to obtain any discount towards a started project.

If members don't make the minimum payment on time, the late payment could be recorded on your credit reports. This generally stays on your reports for seven years.

If your monthly membership payment is declined, we'll let you know via email so that you can restore your membership.

After getting this email:

You'll have 3 days to fix the issue before losing access to your member benefits. During this 3-day period, our system will regularly re-attempt to process your monthly payment.

If after 3 days, we still can't successfully charge you, your subscription will enter a "Paused" state for 30 days with us. During this paused state, we'll periodically try to process a payment to restore your membership access, unless you decided to cancel your subscription, you must pay the unpaid portion of your membership balance.

If you pay your membership balance due in full during this time, your membership will be restored.

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2. User Registration and Information

Member shall complete the User Registration Form provided by AHOD. All information entered by Member in such Form shall be true and correct in all respects, and the Member shall promptly notify AHOD of any change to the User Information on file with AHOD when such changes occur. All information contained in the User Registration form may be deemed correct by AHOD, and Member agrees that AHOD shall be entitled to rely on such information for all purposes. AHOD shall have no duty to inquire of Member as to the correctness or recency of such information.

3. Terms of Use

Member understands that the membership applies only to the address(es) listed by Member with AHOD. AHOD understands that people move and will allow one address change per Term. AHOD reserves the right to cancel a membership or refuse a job if, in its reasonable opinion, there exists any evidence or indication of fraudulent or improper use of the services made available under this Agreement.

4. INITIAL FEE/WAITING PERIOD/TRIP CHARGE/ BASIC AND SPECIAL LABOR RATES.

A. The initial fee of \$119.88 (if an annual subscription) or \$9.99 (if a monthly subscription) is due on the date of Member's acceptance of the Agreement by either prescribed method. If payment is made by check, payment will not be credited toward membership, nor will membership be effective, until the funds have cleared Member's bank and been credited to AHOD's bank account (an ACH authorization form will be required for auto payments direct to client's bank account). If a prospective Member authorizes AHOD to begin work outside of, and without the benefits of, this Agreement and subsequently applies for membership, Membership rates, benefits, terms and conditions shall not take effect until five (5) business days have elapsed following the prospective Member's completion of the User Registration Form. Basic (Tech) handyman services under the Agreement will be charged at a labor rate of \$59.95 per apprentice tech and \$ 84.95 per Handyman PRO per hour per person used at the job site, and will be billed in half hour increments, with a minimum charge of one hour. Additionally, a trip charge will be assessed for every new job request. A new job request for this purpose shall mean any request for repair to the Member's property or business, which requires AHOD to make a trip to the Member's designated location for the rendition of handyman services. This trip charge is set based upon a reasonable estimate of business expenses such as: driving time, overhead and tool preparation necessary for any type of job. Trip charges will be assessed for new job requests requiring trips of from 0.1 mile to 20 miles from the beginning point of 122 Rose Ln - Frisco, TX 75036 and an extra charge trip charge for locations up to 35 miles from the beginning point of 'AHOD' office location. AHOD at this moment does not service customers requiring trips outside of a 35 miles radius of its office location and shall be under no obligation to service a job for a Member that does not meet that criterion.

B. Specialty (PRO) handyman services will be charged at labor rates of \$84.95 per hour per person used at the job site, and will be billed in half hour increments, with a minimum charge of one-half hour. All fees for labor, materials or subcontractors after the initial fee will be billed to Member after they are rendered, and Member agrees to pay them promptly upon receipt. All labor rates quoted herein are quoted and billed per worker used on the job site. Upon request made by the Member in advance of any job commencement, AHOD will indicate, to the best of its ability, what portions of a job will require Basic handyman services, and which will require Specialty (PRO) handyman services. If Member does not make such request prior to job commencement, AHOD shall, in its discretion, render Basic handyman services and Specialty handyman services as it deems most appropriate for the job, and Member shall pay such charges promptly upon receipt of the bill. If Member, in advance of any job commencement, AHOD indicates, to the best of its ability, in response to Member's request, what portions of a job will require Basic handyman services and which will require Specialty handyman services, and Member

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authorizes AHOD to proceed with such job, then Member shall be deemed to have accepted the handyman services rendered at the above quoted rates.

The handyman membership rates are based on “per person”.

PROPOSAL 1 APPRENTICE TECH PERSON.

1 HOUR CALLS WILL COST \$59.95 + TRIP CHARGE (Labor plus on hand materials)

2 HOUR CALLS WILL COST - \$119.90 + TRIP CHARGE (Labor plus on hand materials)

3 HOUR CALLS WILL COST - \$179.85 + TRIP CHARGE (Labor plus on hand materials)

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PROPOSAL 2 PEOPLE; 1 APPRENTICE TECH + 1 HANDYMAN PRO

1 HOUR CALLS WILL COST - \$84.95 + \$59.95 = \$144.90 + TRIP CHARGE (Labor plus on hand materials)

2 HOUR CALLS WILL COST - \$289.80+TRIP CHARGE (Labor plus on hand materials)

3 HOUR CALLS WILL COST - \$434.70+TRIP CHARGE (Labor plus on hand materials)

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5. EXTRAS/CHANGES.

Any extra materials, special requests or the repairing of pre-existing or completed work will be discussed between both the client and contractor (AHOD) to satisfy the expectations of both parties. Any extra costs involving labor and material will be billed to the client at an agreed upon rate. **All prices quoted beyond the membership list are subject to change without notice.** Whilst we make every effort to provide you the most accurate, up-to-date information, occasionally, one or more items on our quote may be mis-priced. In the event a product or service is listed at an incorrect price due to typographical, photographic, technical error or an error in pricing information received from our suppliers, AHOD-HS shall have the right to change, cancel or edit any orders placed for product OR services listed at the incorrect price. AHOD-HS will also automatically bill all **Materials cost plus 20% Markup as a Fee Service** if a member requests that AHOD to provide any needed materials. Now, if a member is the one providing material for the project and a contractor has to leave the job site to obtain materials not provided by the member or discussed beforehand the hourly rate selected to that job will be charged as a total running hours.

Trip charges will be assed for clients from 0.1 mile - 20 miles and 21 miles up to 35 miles from office locations at 12 Rose Ln, Frisco, TX 75036. At this time, we do not service areas outside of a 35 miles radius as this membership pertains to HANDYMAN services.

6. LIMITED WARRANTY

AHOD warrants that, to the best of its ability, it will render handyman services in a good and workmanlike manner that is consistent with prevailing standards for similar services in the Dallas-Forth metroplex market area, given the type of materials provided by the Member and the scope of work agreed to. AHOD's labor and craftsmanship warranty is valid for six months from day of completion of the applicable project. Excluded from such warranty are products we did not purchase or provide, but are asked by the Member to utilize. AHOD is not responsible for faulty, defective or items with pre-existing damage, and such items are excluded from this warranty. Additionally, AHOD does not warrant, and excludes from this Limited Warranty, any material covered by an original product manufacturer's or retail warranty.

7. MEMEBERSHIP TERMS

Once AHOD has approved an applicant's membership, the term of the Member's membership shall commence on the day of purchase and end at the close of the 365th day thereafter. The preferred membership HANDYMAN SERVICES rate of \$59.95 an hour per person is only valid with respect to the listed items provided to the Member on the day the membership commenced. Basic (TECH) Services labor rates (\$59.95) shall be billed in half hour increments, except for

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the first hour, which shall be billed at \$59.95 plus a trip charge. Specialty (PRO) Services labor rates at (\$84.95) shall be billed in half hour increments, except for the first hour, which shall be billed at \$84.95 plus a trip charge. The rates of tradesmen who are licensed professionals will be billed at half hour increments, with the first hour billed at as described below in the “Licensed Professionals” table plus trip charge. If Member elects for AHOD to use a licensed professional tradesman in performing the work, whether an electricians, plumber, HVAC or other licensed tradesman a **\$99.95 “Call-Out Fee”** shall be added to amounts due from Member for each tradesman - utilized. The Call Out Fee shall be due, separately and in addition to amounts charged per hour for each licensed tradesman, as set out in the table below.

| Licensed Pros | First Hour Rate* | Avg Hourly Rate* |
|---------------|------------------|------------------|
| Master | \$195.95 | \$159.95 |
| Journeyman | \$99.95 | \$85.95 |
| Apprentice | \$89.95 | \$75.95 |

THE ABOVE RATES ARE BILLED PER PERSON HOUR, PER JOB.

8. AVAILABLE BASIC LABOR SERVICES FOR \$59.95 AN HOUR

This list is **LABOR ONLY** and does not include any materials, truck rentals, trailers or heavy equipment such as ladders of 6 steps or more, compound saws, chainsaws or cement mixers and so forth.

BASIC SERVICES;

- Ceiling and Wall repair up to a golf ball size hole which does not includes materials, mud, texture and paint (all to be provided by member), Curtain rods hanging up to 10 feet height, Door knob installation (basic models only, digital not included), Dryer vent cleaning, Fireplace cleaning, Gutter cleaning (one story height), Gutter repair (one story height), Lamp repairs, Landscaping, Lawn care (mowing, raking, edging), Lockset adjustment, Maid service, Moving, Moving furniture, Sprinkler head replacement, Waste and junk removal, Window cleaning, Wall pictures hanging up to 10 feet height, Bush trimming, Nail pop repairs (up to 10 feet height), Replace light bulb (up to 10 feet height), House power wash (up to 10 feet height), Re-caulk windows (up to 10 feet height), Replace recessed light bulbs – LED models not included (up to 10 feet height), Office cleaning, Furniture assembly, TV Mounting (Drywall only), Small Plumbing Projects (SHOWER HEADS, SHOWER VALVE COUPLING, SPRINKLERS HEAD), Drawer/cabinet door pull handle installation and door hinge replacement. Items that are not listed here are subject to availability. Please contact customer service for more information.

SPECIALTY HANDYMAN SERVICES FOR \$84.95 AFTER FIRST HOUR;

- Tree trimming, replace outlets and light switches, garbage disposal work, P-Trap installation, fan installation – (up to 10 feet height), ballast replacement (up to 10 feet height), hang light fixture (up to 10 feet height), ceiling exhaust fan installation or any job type that does not require “State Licensed Professional” involving Plumbing, Electrical and HVAC services.

FLAT RATE SERVICES: FOR A LIST OF FLAT RATE SERVICES PLEASE CONTACT OUR OFFICE AT SALES@AHODCS.COM

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9. **DISCLAIMER:** Handymen utilized by AHOD on Member’s work can only perform LIMITED HANDYMAN PLUMBING, ELECTRICAL AND HVAC SERVICES, due to licensing and competency standards imposed by the State of Texas. For more information, see the following web sites:

<https://www.servgrow.com/handyman-license/texas;>

and

<https://www.abhomeandcommercial.com/blog/what-can-a-handyman-legally-do/>

If Member desires services by licensed tradesmen in these areas to be performed as part of the work or on any one or more projects, Member acknowledges that Member must specifically authorize the use of such licensed tradesmen at the rates set out in paragraph 7., herein..

PLEASE feel free to contact us and explain your job(s) if they are not listed, THEY MAY QUALIFY FOR OUR MEMBERSHIP RATES!

10. MEMBERSHIP BENEFITS

QUARTERLY INSPECTION

The membership “Quarterly Preventive Maintenance Inspection” will include a basic home walk through and changing out any member-provided intake air filters in locations that are easily accessible with a 6 ft. ladder. Member is responsible for scheduling the quarterly inspection and for furnishing all materials needed to complete the task. Alternatively, AHOD-HS will automatically bill all **Materials cost plus 20% Markup as a Fee Service** if a member requests that AHOD to provide any needed materials.

Following the “Quarterly Preventive Maintenance Inspection” AHOD will provide the homeowner with a prioritized list of items that it recommends for repair or replacement, in an estimate format.

WAIVED CREDIT CARD SERVICE FEES

With respect to handyman jobs totaling **\$300.00** or less, Service Fees that are normally charged by AHOD for the use of a credit card shall be waived.

11. SIGNATURES

Signed to be effective as of the first date payment is received by AHOD from Member:

AHOD-HS LLC (“AHOD”)

By: _____
Ricardo Tettmann, President

MEMBER:

[PRINTED NAME]

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