



CONTRACT

CONTRACT between estimate recipient defined in estimate attached hereto (hereinafter "CUSTOMER"), and Homesteady Solutions, Inc. ("COMPANY") whose address is 1336 N Moorpark Road #180, Thousand Oaks, CA 91360 for certain pressure washing to be performed at the property or properties commonly described on the estimate attached hereto ("Work Locations").

CUSTOMER and COMPANY agree as set forth below:

1. **Scope of Work:** COMPANY shall furnish to CUSTOMER the pressure washing services at the Work Locations as described and set forth on the document attached hereto as Exhibit A (the "Work") subject to the terms and conditions hereinafter set forth. CUSTOMER may modify the Work or change the Work Locations as provided in a Change Order as described in paragraph 6 below.

2. **Time for Performance of the Work:** At the time that this Contract is signed, the parties contemplate that the Work shall commence and continue on the periodic basis defined in the estimate attached hereto ("Work Periods"). The Contract shall remain in effect until cancelled as provided in paragraph 21 below.

3. **Contract Price:** In consideration for all labor, services, materials and equipment furnished by COMPANY for the Work at the Work Locations, CUSTOMER shall pay COMPANY the sum specified in estimate attached hereto for each of the Work Periods identified in paragraph 2 above ("Contract Price").

4. **Invoices:** Invoices will be presented to CUSTOMER for the Work performed during each of the Work Periods. For purposes of this paragraph 4, the date that the invoices are presented to CUSTOMER shall be the date that COMPANY hand-delivers the invoices to CUSTOMER or transmits the invoices to CUSTOMER via email or the next business day after COMPANY places the invoices in a sealed envelope addressed to CUSTOMER at the address appearing on page one of this Contract and delivers said envelope to the United States Post Office, postage prepaid. Payment for said invoices shall be due ten (10) days after the invoices are presented to CUSTOMER ("the invoice due date").

5. **Late Payment:** Payments due and unpaid shall bear interest from the invoice due date at the rate of one and one-half percent (1½%) per month but not more than the maximum amount allowed by the laws of the state of California in effect on the date this Contract is entered into.

6. **Extra Work and Change Orders**: Should CUSTOMER or CUSTOMER's agents, employees or representatives direct any modification or addition to the Work or should they direct COMPANY to perform or furnish labor, services, materials or equipment not contemplated by the parties hereto at the time this Contract is signed, or should CUSTOMER add or delete Work Locations or modify any Work Periods, or should COMPANY encounter any "Changed Conditions" as that term is defined in paragraph 7 below, (collectively "Extra Work"), the cost of the Extra Work shall be added to or deducted from the Contract Price. COMPANY shall make the changes constituting Extra Work adding to the Work provided that the parties execute a change order obligating CUSTOMER to pay the cost of the Extra Work in addition to the Contract Price ("Change Order"). For the purpose of this paragraph, "cost" is defined as the cost of extra labor, services, materials and equipment, plus _____% of such "cost" for overhead and profit. COMPANY shall not be obligated to perform any Extra Work until and unless CUSTOMER shall have first signed and delivered a Change Order to COMPANY. Invoicing and payments for Extra Work shall be governed by paragraphs 4 and 5 above.

7. **Changed Conditions**: In the event physical conditions at any of the Work Locations differ materially from those encountered by COMPANY prior to commencement of the Work or in the event there exists unknown physical conditions at the Work Locations of an unusual nature differing materially from those ordinarily encountered in work of the character provided for or contemplated by the Contract ("Changed Conditions"), COMPANY shall advise CUSTOMER of the existence of such conditions and the parties shall adjust the Contract Price to provide for any increase in COMPANY's costs resulting from such conditions.

8. **Existing Conditions**: CUSTOMER acknowledges that COMPANY is not liable for claims, damages, injury or loss to persons or property in and around the Work Areas resulting from COMPANY's performance of the Work as contemplated by this Contract ("EC Damages") except for and only to the extent of the active negligence or willful misconduct of COMPANY or anyone for whom COMPANY is responsible or liable. EC Damages shall include but not be limited to water intrusion, cracks in walls or other surfaces, discoloration, staining, streaking, pitting, splashing, denting, chipping, or mold or microbial contamination to buildings, structures, vehicles or personal property of any kind in, around and adjacent to the Work Areas. CUSTOMER shall release COMPANY from, and shall defend and indemnify COMPANY from and against, any claims, injury, damage or loss arising out of or resulting from EC Damages save and except for and only to the extent of the active negligence or willful misconduct of COMPANY or anyone for whom COMPANY is responsible or liable.

9. **Water**: CUSTOMER shall provide COMPANY with a convenient and unrestricted source and supply of water at all Work Locations sufficient for performance of the Work as contemplated by this Contract at all times during the Work Periods. Should COMPANY determine that water pressure from any water source provided by CUSTOMER is insufficient or inadequate for the services contemplated by this Contract, or should COMPANY's access to a source of water or a sufficient quantity of water be restricted or impeded, or should a water source be eliminated or rendered unusable for reasons other than COMPANY's fault or negligence, COMPANY shall provide notice to CUSTOMER. Upon receipt of this notice, CUSTOMER and COMPANY shall endeavor to resolve the water issues identified in COMPANY's notice without undue delay. In the event the parties cannot resolve these issues

within forty-eight (48) hours following transmittal of COMPANY's notice to CUSTOMER, any additional costs incurred by COMPANY to resolve water source and water supply issues shall be paid by CUSTOMER to COMPANY as Extra Work in accordance with paragraph 6 herein.

10. **Electricity**: CUSTOMER shall permit COMPANY to use, at no cost to COMPANY, any electrical power necessary to carry out and complete the Work at all Work Locations during all Work Periods. Should electricity not be available when required by COMPANY or should electrical service be interrupted, limited or restricted during the Work Periods, any additional costs incurred by COMPANY as a result thereof shall be paid by CUSTOMER to COMPANY as Extra Work in accordance with paragraph 6 herein.

11. **Drainage**: CUSTOMER represents to COMPANY that drainage is and will remain adequate and operational at all Work Locations during all Work Periods for the anticipated volume of water necessary and required to perform the Work as contemplated by this Contract. CUSTOMER further represents to COMPANY that drains at all Work Locations shall remain open, clear and functional during all Work Periods. Should drainage not be adequate, or should drains become clogged or fail to operate to divert or remove water and other liquids generated during COMPANY's performance of the Work as contemplated by this Contract, any additional costs incurred by COMPANY as a result thereof including but not limited to the diversion of water into alternative drains or the unclogging and clearing of drains shall be paid by CUSTOMER to COMPANY as Extra Work in accordance with paragraph 6 herein.

12. **Compliance with Rules, Regulations, Ordinances or Statutes**: CUSTOMER represents that the Work, if and when performed as contemplated by this Contract, does not and will not violate any rules, regulations, ordinances or statutes governing the Work or the Work Areas during the Work Periods including but not limited to the discharge of water and other substances generated during performance of the Work into storm drains, sewer systems, creeks, streams, rivers or other water courses or bodies (natural or manmade). CUSTOMER shall release COMPANY from, and shall defend and indemnify COMPANY from and against, any claims, fines, penalties, injury, damage or loss arising out of or resulting from an actual or alleged violation by COMPANY of any rules, regulations, ordinances or statutes governing the Work or the Work Areas during the Work Periods.

13. **Access to Work Locations**: At all appropriate times during the term of this Contract, CUSTOMER shall provide to COMPANY full and unobstructed access to all areas in all Work Locations where the Work is being performed ("Work Areas"). Prior to commencement of the Work, CUSTOMER shall remove any obstacle to COMPANY's ability to access the entirety of the Work Areas. Should it become necessary for COMPANY to obtain keys, lock combinations, security codes, alarm codes or similar means or information to access any portion of the Work Areas ("Codes"), CUSTOMER shall provide all Codes so that COMPANY has unlimited access to the Work Areas during the Work Periods. CUSTOMER acknowledges that the failure to provide access to Work Areas or Codes to COMPANY will delay the Work and CUSTOMER agrees that any such delay shall entitle COMPANY to additional compensation in accordance with paragraph 6 herein to the extent this delay results in additional expense to COMPANY.

14. **Right to Stop or Suspend Work**: COMPANY shall have the right to stop or suspend

Work if any payment shall not be made to COMPANY in accordance with the provisions of the Contract provided that COMPANY delivers written notice to CUSTOMER not less than three (3) business days prior to stopping or suspending the Work; COMPANY shall not be obligated to resume the Work at any of the Work Locations until all payments due are received.

15. **Traffic Control:** To the extent the Work is performed in parking lots or other places where vehicles are present during the Work Periods, CUSTOMER shall maintain proper and appropriate traffic control for the safe and efficient performance of the Work and the protection of persons and property entering, passing through or exiting the Work Areas. CUSTOMER acknowledges that the failure to provide adequate traffic control as provided in this paragraph 15 will delay the Work and CUSTOMER agrees that any such delay shall entitle COMPANY to additional compensation in accordance with paragraph 6 herein to the extent this delay results in additional expense to COMPANY. CUSTOMER shall release COMPANY from, and shall defend and indemnify COMPANY from and against, any claims, injury, damage or loss to persons or property arising out of or resulting from CUSTOMER's failure to provide adequate traffic control as provided in this paragraph 15.

16. **Safety:** CUSTOMER acknowledges that the Work, if performed as contemplated by this Contract, is not inherently dangerous but does pose risks to persons or property in, around and adjacent to the Work Areas. CUSTOMER further acknowledges that COMPANY must use high pressure hoses, valves and other equipment to perform the Work, and that water and other liquids generated by COMPANY will render surfaces wet and slippery in the ordinary course of COMPANY's operations. In recognition of the foregoing, CUSTOMER shall release COMPANY from, and shall defend and indemnify COMPANY from and against, any claims, injury, damage or loss to persons or property arising out of or resulting from COMPANY's performance of the Work as contemplated by this Contract save and except for and only to the extent of the active negligence or willful misconduct of COMPANY or anyone for whom COMPANY is responsible or liable.

17. **Security of Persons or Property:** CUSTOMER shall provide adequate security to protect CUSTOMER's employees, agents, representatives, invitees and trespassers, and the property of these persons, from damage, injury or loss resulting from COMPANY's performance of the Work either during the Work Periods or at appropriate times following COMPANY's performance of the Work. Should CUSTOMER fail to provide security as provided in this paragraph 17 within a reasonable period following COMPANY's transmittal of notice requesting CUSTOMER provide this security, CUSTOMER shall reimburse COMPANY for costs incurred by COMPANY to provide this security. CUSTOMER shall release COMPANY from, and shall defend and indemnify COMPANY from and against, any claims, injury, damage or loss arising out of or resulting from CUSTOMER's failure to provide security as provided in this paragraph 17 save and except for and only to the extent of the active negligence or willful misconduct of COMPANY or anyone for whom COMPANY is responsible or liable.

18. **Alarms and Sprinklers:** CUSTOMER acknowledges that COMPANY's performance of the Work may unintentionally trigger alarms or sprinklers in and around the Work Areas. Prior to commencement of the Work, CUSTOMER agrees to identify for COMPANY alarms and sprinklers, and components of alarm and sprinkler systems, potentially capable of being activated

or triggered by COMPANY's performance of the Work as contemplated by this Contract. CUSTOMER further agrees to cover, turn off, deactivate or disable alarm or sprinkler systems if and when feasible to prevent activation or triggering of these systems during COMPANY's performance of the Work. Should CUSTOMER fail to take the action described in this paragraph 18 and should COMPANY's performance of the Work activate or trigger alarms or sprinklers causing claims, damage, injury or loss to persons or property, CUSTOMER shall release COMPANY from, and shall defend and indemnify COMPANY from and against, any of these claims, injury, damage or loss save and except for and only to the extent of the active negligence or willful misconduct of COMPANY or anyone for whom COMPANY is responsible or liable.

19. **CUSTOMER Insurance**: CUSTOMER shall purchase and maintain insurance in a form acceptable to COMPANY to cover all claims, damages, injury or loss for which CUSTOMER is liable as provided in this Contract including but not limited to CUSTOMER's obligations to defend and indemnify COMPANY as provided in this Contract. The insurance obligations in this paragraph 19 are in addition to, and shall not in any way be limited by, CUSTOMER's defense and indemnification obligations to COMPANY as set forth in this Contract.

20. **COMPANY Insurance**: COMPANY shall maintain in full force and effect for the entire term of this Contract the following types of insurance:

- a. Worker's Compensation Insurance (including employers' liability) for COMPANY's employees.
- b. Commercial general liability insurance covering COMPANY's ongoing operations.
- c. Automobile liability insurance covering COMPANY's vehicles.

21. **Contract Term**: This Contract shall remain in full force and effect for a period of one (1) calendar year from the date at the top of page 1 herein and this term shall be automatically renewed from year-to-year unless either party shall cancel or terminate the Contract by giving written notice to the other party not less than thirty (30) days prior to the termination date identified in the notice.

22. **Attorney Fees**: In the event that legal action is instituted in order to interpret or enforce any provision contained in the Contract, or other legal proceeding is initiated arising out of or related to the subject matter of the Contract, the prevailing party to such action shall be entitled, in addition to any other remedy available by applicable law or the Contract, to an award as and for any attorney fees, expert witness fees, or any other costs normally associated with such an action, in an amount so as to compensate said prevailing party for any actual attorney fees, expert fees or other such costs incurred in good faith. Said award shall be entered separately or as a portion of the award of a judge or arbitrator in any such action.

23. **Invalidity and Waiver**: The partial or complete invalidity of any one or more provisions of the Contract shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of

any of the terms, covenants or conditions of the Contract, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

24. **Entire Agreement**: The Contract is solely for the benefit of the signatories hereto and represents the entire and integrated Contract between the parties hereto and supersedes all prior negotiations, representations, or contracts, either written or oral.

25. **Notice**: Any notice required or permitted under the Contract may be given by ordinary mail at the address contained in this Contract; but such address may be changed by written notice given by one party to the other from time to time. After a notice is deposited in the mail, postage prepaid, it shall be deemed received in the ordinary course of the mails.

The Contract is entered into as of the date first written above when receiving written approval from Customer.

EXHIBIT "A"

Scope of Work and Work Locations

See enclosed estimate.