



MEMBERSHIP SUBSCRIPTION AGREEMENT

This Membership Subscription Agreement (“Agreement”), is between Goodsmith Home Care and Repair, Inc, a Delaware corporation (“Goodsmith”) with its office at 1296 North Post Oak, Houston, TX 77055, and Member (together with Goodsmith, the “Parties” and each a “Party”).

Whereas Goodsmith has the capability and capacity to provide ongoing home maintenance services at the Residence (“Subscription Services”) and Member desires to retain Goodsmith to perform said services, Goodsmith is willing to perform the services subject to the terms and conditions herein set forth:

1. **Services:** Goodsmith shall provide to Member ongoing Subscription Services as set forth in the Statement of Services (attached hereto as **Exhibit A**) at the Residence. Additional a la carte services (“A la Carte Service(s)”), also outlined in **Exhibit A**, are available by Member request, for an additional fee, and subject to Goodsmith availability.
2. **Term:** This Agreement shall commence as of the Effective Date and shall continue for one year (the “Subscription Period”), unless sooner terminated pursuant to Section 6 herein. Thereafter, this agreement will continue on a month to month basis. Goodsmith will notify Member at the end of the initial one year engagement in the event Member elects not to move forward on a month to month basis thereafter.
3. **Fees:** Member agrees to pay monthly for the Subscription Period (“Monthly Billing”) per the listed price online at www.mygoodsmith.com. Payment for any A la Carte Service is due upon completion of the service(s) rendered. Goodsmith reserves the right to adjust Fees.
4. **Limited Warranty:** Goodsmith warrants that it shall perform the Subscription Services using personnel of commercially reasonable skill, experience and qualifications, and shall perform work in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services. Goodsmith’s sole and exclusive liability and Member’s sole and exclusive remedy for breach of this warranty shall be as follows:
 - a. Goodsmith shall use reasonable commercial efforts to promptly cure any such breach; provided that, if Goodsmith cannot cure such breach within a reasonable time after Member’s written Notice of such breach, Member may terminate the Agreement by serving written Notice of termination.
 - b. In the event the Agreement is terminated pursuant to Section 4(a), Goodsmith shall within 30 days after the date of termination, refund to Member any Fees paid by Member as of the date of termination for the Subscription Services, less a deduction equal to the Fees of Subscription Services up to and including the date of termination.
 - c. The foregoing remedy shall not be available unless Member provides written notice of breach within 30 days after performance of such Subscription Services.

GOODSMITH MAKES NO WARRANTIES EXCEPT AS PROVIDED ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

5. **Limitation of Liability:** IN NO EVENT SHALL GOODSMITH BE LIABLE TO MEMBER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT GOODSMITH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL GOODSMITH’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED TWO (2) TIMES THE

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AGGREGATE AMOUNTS PAID OR PAYABLE TO GOODSMITH PURSUANT TO THIS AGREEMENT IN THE SIXTH (6TH MONTH) PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

6. **Termination:** Either Party may terminate this Agreement at any time, upon written Notice to the other Party. If Member terminates this Agreement at any date within Subscription Period (“Termination Date”) but returns as a Member prior to the end of the original Subscription Period (“Return Date”), Member will be billed for every month lapsed between the Termination Date and the Return Date.
7. **Notice:** A notice is effective only upon receipt by the receiving Party at the addresses contained herein. Notice may also be made to Goodsmith by email to: info@mygoodsmith.com
8. **Waiver:** No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving.
9. **Amendment and Entirety:** This Agreement may be amended, modified, or superseded only by written instrument executed by each Party. This Agreement sets forth the entire agreement and understanding of the Parties with respect to the transactions contemplated hereby and supersedes all prior agreements, arrangements, and understandings relating to the subject matter hereof.
10. **Force Majeure:** Goodsmith shall not be liable or responsible to Member, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Goodsmith including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, civil unrest, national emergency, strikes or other labor disputes, restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, or telecommunication breakdown or power outage.
11. **Rights of Parties:** This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
12. **Choice of Law:** This Agreement all related matters arising hereunder are governed by and construed in accordance with the laws of the State of Texas.
13. **Waiver of Jury Trial:** EACH PARTY HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF ANY SUIT, ACTION OR PROCEEDING SEEKING TO ENFORCE ANY PROVISION OF, OR BASED ON ANY MATTER ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT.
14. **Electronic Signatures:** Each party agrees that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, pursuant to the Texas Uniform Electronic Transactions Act (Tex. Bus. & Com. Code Ann. § 322.001 et seq.) as amended from time to time.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the online submission date as recorded by Authorize.net (the “Effective Date”) by their respective duly authorized persons.

Member:

[Electronic signature by initials]

Goodsmith Home Care and Repair, Inc:



Morgan Booth, CFO



STATEMENT OF SERVICES

Subscription Services for Members: During a calendar year, Members are entitled to no less than four (4) Goodsmith visits, collectively not to exceed a total of 12 hours, to complete 1) general home repairs and maintenance that can be completed with basic hand tools and supplies and 2) regularly scheduled member services including:

- Quarterly AC filter changes and return air cleaning (filters billed separately; service based on three, accessible AC units per home)
- Quarterly interior and exterior light bulb and fixture check (new bulbs and/or fixtures billed separately)
- Annual visual mechanical inspections
- Annual primary HVAC drain flush (service based on three, accessible AC units per home)
- Annual water heater flush (assuming accessibility; service based on two heaters per home)
- Annual dryer vent cleanout
- Annual light cleaning of ceiling fixtures, outdoor furniture and BBQ (if applicable)
- Annual inspection of caulking and grout in all bathrooms and kitchen (minor repairs may be completed onsite, extensive repairs subject to additional charge)
- Annual testing of plumbing fixtures
- Annual shower, tub, and sink drain flushing (drain cleaning solution billed separately)
- Annual removal of one Goodsmith truck load of donation or storage (bulk trash hauling available for an additional \$200)
- Annual battery replacements in smoke detectors and alarms (batteries billed separately)
- Annual door and window check (minor repairs may be completed onsite, extensive repairs subject to addition charge)
- Annual lubrication of handles, hinges, garage door and gates
- On-call repair, consultation, or emergency response, assessment and triage planning

Goodsmith reserves the right to determine if a requested repair is included as part of the Subscription Services. The following are expressly EXCLUDED:

- Any job requiring a third party, licensed specialist (e.g., electrical, plumbing, HVAC)
- Any job requiring any ladder over eight feet
- Any job whereby the subject of the repair is deemed to be extraordinarily valuable (e.g., antique lighting, hardware, etc.)
- Any job requiring specialty tools

A la Carte Services: For all repairs and maintenance not covered under the monthly Subscription Services, Members may solicit the following Goodsmith services including but not limited to:

AC/HVAC Repairs
 Appliance Repair
 BBQ Cleaning
 Caulking
 Concrete/Flat Work

Countertops
 Repair/Replacement
 Drywall Repair
 Electrical Work
 Fence Repair
 Garage Door Repair

Gutter Repair
 Holiday Light Installation
 Junk Removal
 Odd Jobs
 Out of Town Check-Up
 Painting

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Picture/Art Hanging
Plumbing Work
Pool Equipment Repair
Power Washing
Roof Repairs
Security/AV

Specialty Cleaning
Stucco/Masonry
Tile Work
Tree Trimming
Trim Work
TV Mounting

Window Screen
Installation/Repair
Window Washing
Window/Door
Replacement
Window/Glass Repair

ALL GOODSMITH SERVICES (SUBSCRIPTION SERVICES, AS WELL AS A LA CARTE SERVICES) ARE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE MEMBER SUBSCRIPTION AGREEMENT.