



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 and repair 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.
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 or annually for the Subscription Period per the listed price online at www.mygoodsmith.com. Payment for any On-Demand services is due upon completion of the service(s) rendered. Goodsmith reserves the right to adjust fees. Goodsmith reserves the right to bill for material costs incurred at the direction of Member on the purchase date, rather than on the service date.
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

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BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED TWO (2) TIMES THE 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

Members may purchase one of three Subscription Services including, Maintenance, Concierge, or Both. Outlined below is a summary of services for each of Maintenance and Concierge, which together make up Both.

Maintenance Services: During a membership year, Maintenance Members are entitled to no less than four (4) Goodsmith visits, each not to exceed a total of three (3) man-hours (appointments requiring more than three man-hours subject to a charge of \$75 per additional man-hour), during which Goodsmith technicians will complete the below services:

- Quarterly AC filter changes and return air cleaning (filters billed separately; service based on three, accessible AC units per home)
- Quarterly primary HVAC drain flush (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, all bulbs must be accessible and cannot be beyond the reach of a Goodsmith equipped ladder, fixture changes billed separately)
- Semi-annual touch up of caulking and grout in bathrooms and kitchen (minor repairs included, extensive repairs subject to additional charges, materials may be billed separately)
- Semi-annual check of all accessible plumbing fixtures for leaks and/or corrosion (material repairs required because of a semi-annual maintenance check may require a licensed plumber and may be subject to additional charges)
- Semi-annual shower, tub, and sink drain flushing (drain cleaning solution billed separately)
- Semi-annual removal of one Goodsmith truck load (not to exceed one-half cubic yard) of donation or trash (content in excess of one load per visit subject to additional charges)
- Semi-annual cleaning of sink aerators in bathrooms and kitchens (subject to faucets being in working order and aerator cap being removeable)
- Semi-annual lubrication of garage door and mechanical gates
- Annual battery replacement in smoke detectors and alarms (batteries billed separately, all devices must be accessible and cannot be beyond the reach of a Goodsmith equipped ladder)
- Annual common area hardware adjustments (common areas include kitchen and living spaces, bedroom, bathroom, and closet adjustments require member consent, extensive repairs subject to addition charges)
- Annual winterization of exterior, accessible pipes (20 linear feet of foam insulation included)
- Annual water heater flush (assuming accessibility and condition of heater; service based on two heaters per home)
- Annual dryer vent cleanout (assuming accessibility; service based on one dryer per home)

Goodsmith will confirm, in writing and in advance, dates and times of upcoming Maintenance Service appointments. All Maintenance Service appointments require written confirmation by the Member. Goodsmith reserves the right to cancel without reimbursement any Maintenance Service appointment that is not confirmed with 30 days of Goodsmith making contact.

Maintenance Services requiring the following may be subject to additional fees:

- Any service requiring a ladder over eight feet

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- Any service whereby the subject of the repair is deemed to be extraordinarily valuable (e.g., antique lighting, hardware, etc.)
- Any service requiring specialty tools

Concierge Services: Concierge Members will be assigned a dedicated project manager and project coordinator collectively responsible for overseeing on-demand Member requests. All on-demand services are billed in addition to Subscription fees. Concierge Members may solicit the following on-demand Goodsmith services including but not limited to:

AC/HVAC Repairs	Holiday Light Installation	Stucco/Masonry
Appliance Repair	Junk Removal	Tile Work
BBQ Cleaning	Odd Jobs	Tree Trimming
Caulking	Out of Town Check-Up	Trim Work
Concrete/Flat Work	Painting	TV Mounting
Countertops	Picture/Art Hanging	Window Screen
Repair/Replacement	Plumbing Work	Installation/Repair
Drywall Repair	Pool Equipment Repair	Window Washing
Electrical Work	Power Washing	Window/Door Replacement
Fence Repair	Roof Repairs	Window/Glass Repair
Garage Door Repair	Security/AV	
Gutter Repair	Specialty Cleaning	

ALL GOODSMITH SERVICES ARE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE MEMBER SUBSCRIPTION AGREEMENT.