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FRUGAL ROOTER

Frugal Rooter Sewer Jetting Service & Maintenance Agreement

This Agreement is hereby made effective as of the date of signing by and between

Frugal Rooter, LLC, hereinafter referred to as "Frugal Rooter," a Virginia based corporation having its principal office at 10476 Business Center Court, Manassas, VA, and

Boyle Commonwealth Mansd, a Proprietorship, hereinafter referred to as "Customer," located at 10494 Business Center Court, Manassas, VA 20108

In consideration of their mutual promises and for their mutual benefit, Frugal Rooter and Customer hereby agree as follows:

- CONSIDERATION** - The Customer hereby agrees to employ Frugal Rooter to perform Sewer Drain Cleaning Services, hereinafter referred to as "work," as set forth herein.
- YOUR RESPONSIBILITIES** - Customer agrees they will (a) to the extent possible, remove any hazards, obstructions or dangerous conditions around the job site not caused by Frugal Rooter's work, (b) when removal is not an option, advise and clearly identify to Frugal Rooter any hazards, obstructions or dangerous conditions around the job site not caused by Frugal Rooter's work, (c) limit access to the job site so individuals not working on the above contracted work are not exposed to dangerous conditions present during the completion of the above contracted work, (d) place appropriate warnings of dangerous conditions when Frugal Rooter is not present on the work site, and (e) provide Frugal Rooter with adequate access to the work area.
- Our Promise: Once initial jetting service is done we will warranty any and all drain backups within the building as long as the terms of the agreement are met and said items are not excluded in line 10.**
- EXCEPTIONS TO OUR RESPONSIBILITIES** - Frugal Rooter is not responsible for (a) personal injury, property damage or other damage or loss to Customer or others arising out of work performed by Frugal Rooter, (b) defective, damaged, or deteriorated sewer lines, mold, lead piping, or other unexpected or undisclosed conditions, and the consequences of such conditions, including but not limited to delays, broken fixtures or sewer lines and lodged equipment. (In the event Frugal Rooter encounters any such a condition, Frugal Rooter may, at their sole discretion, stop work, and Customer will pay Frugal Rooter for the work completed.); (c) additional time required to complete the work within the scope of due diligence; (d) unless explicitly stated in writing, any damage necessary to complete the work, including damage to landscaping, walls, painting, tile, or concrete or similar items; (e) damage caused by the removal of any clean out, drain cover or cap; or (f) tasks we perform in accordance with your specific instructions.
- COMPENSATION** - In consideration for such jetting services, the Customer agrees to pay Frugal Rooter an amount equal to \$ 9000.00 (US), to be paid in installments of \$ 2250 (US) upon the dates scheduled in this Agreement. If payment is not received within 10-days after the agreed upon scheduled payment date, Customer agrees to pay a late fee of ten percent (10%) of invoiced amount and will agree to pay a further ten percent (10%) fee based on their total outstanding balance, as calculated every fifteen (15) days, until all monies are paid in full.
 - SERVICE SCHEDULE:** _____ Annually Quarterly Monthly
 - PAYMENT SCHEDULE:** _____ Upon Work Completion.
 _____ Annually. Paid in full upon completion of first service.
 Quarterly. Paid on the first (1st) business day of original month of service & every three (3) months thereafter.
 _____ Monthly. Paid on the first (1st) business day of each month.
- RELEASE AND HOLD HARMLESS** - Customer agrees and does hereby hold harmless Frugal Rooter from all damages, claims, demands, settlements, judgments, liabilities, costs, and expenses, including reasonable attorney's fees, allegedly arising out of (a) breach of Customer's responsibilities under paragraph 2, or (b) matters for which Frugal Rooter disclaims responsibility under paragraph 3.
- ENTIRE AGREEMENT** - This Agreement constitutes the entire Agreement of the parties and supersedes all prior agreements, understandings, and negotiation whether written or oral, between the parties. This Agreement may not be changed orally but only by an agreement in writing signed by both parties and stated to be an amendment hereto.
- ACCOUNTING** - The Frugal Rooter agrees to keep complete and accurate books or accounts and to furnish quarterly statements of receipts, disbursements, and such additional information as may be requested.
- TERMINATION OF AGREEMENT** - This agreement will terminate 1 year from date hereof, unless terminated sooner as provided herein. Either party may terminate this Agreement upon thirty (30) days written notice of termination to the other party, at which time the Agreement shall terminate immediately and all sums of monies will be due in full per above agreed upon totals in paragraph five (5) regardless of date of termination.
- ITEMS NOT COVERED UNDER "OUR PROMISE" WARRANTY:** For warranty items, Frugal Rooter does not cover grease trap backups, fixture clogs, broken pipes or system misuse.

[Signature]
Signature on behalf of Customer Date

[Signature]
Signature on behalf of Frugal Rooter, LLC Date

Crystal Terrant
Print Name Title

Christie Bonins
Print Name Title