

Property Client Agreement

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This Property Client Agreement (the Agreement) is between Solvian Digital LLC, which operates 1Stop Service Pro, of 5780 SE 12th Lane, Gainesville, Florida 32641 (1Stop), and the organization named on the application that accepts it (the Client). It sets out how 1Stop arranges maintenance, repair and turnover work at the Client's properties, how that work is priced and paid for, and who is responsible for what.

The Agreement is read together with the Terms of Service (<https://1stopservicepro.com/legal/terms>), the Privacy Policy (<https://1stopservicepro.com/legal/privacy>) and the Electronic Signature Consent (<https://1stopservicepro.com/legal/esign>). Where this Agreement deals with a subject more specifically than the Terms of Service, this Agreement governs for the Client's account, and where the two conflict on any point, this Agreement governs.

1. Parties and definitions

- 1.1 The Client is the owner, management company, association or other organization named on the application, together with each property it adds to its account. Where the Client manages a property for an owner, it acts as that owner's agent in ordering work.
- 1.2 The person who accepts this Agreement for the Client confirms that they are authorized to bind the Client and, where the Client manages a property for an owner, that the Client has the owner's authority to order work at it.

Platform. The website, client portal and related software that 1Stop operates for clients to submit, approve and follow work.

Property. Each property the Client adds to its account, including its units and common areas.

Request. A submission through the Platform asking 1Stop to arrange work at a Property.

Job. A Request that 1Stop has confirmed in the Platform, with its scope, Price and timing. The Terms of Service call this a Work Order.

Provider. An independent trade business (a vendor) that 1Stop has approved and engages to perform Jobs.

Price. The single amount 1Stop charges the Client for a Job, as shown in the Platform before approval and on the invoice.

Service Record. The record of a completed Job: times and locations at start and finish, before and after photographs, and a completion note.

Occupant. A tenant, resident or other person lawfully occupying a Property.

2. How the platform works

- 2.1 1Stop is the contracting party and the merchant of record for every Job. The Client contracts with 1Stop and not with the Provider. 1Stop separately engages a Provider to perform each Job, under its own agreement with that Provider.
 - 2.2 Before the first Request, an executive account manager at 1Stop sets up the Client's account with the Client: its Properties, its job routing (who at the Client receives updates and who approves work for each Property) and the access instructions for each Property. The Client keeps that information current in the Platform.
 - 2.3 A Request is an offer to buy, not a booking. Nothing is owed by either party until 1Stop confirms the Request as a Job. 1Stop may decline a Request, including for reasons of coverage, capacity, safety or compliance.
 - 2.4 1Stop matches each Job to a Provider and may substitute a different Provider before or during a Job. Where the Platform offers the Client a choice of Provider, the Price may differ between them, and the Price shown when the Client makes the choice applies.
 - 2.5 Response and completion windows shown in the Platform are targets, not guarantees, unless a service schedule signed by both parties states otherwise.
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3. Pricing and how 1Stop is paid

- 3.1 The Price is 1Stop's own price for a Job. It is not a Provider's quote passed through to the Client, and the Client is not shown any Provider's rate.
 - 3.2 1Stop pays the Provider separately, on 1Stop's own terms with that Provider. 1Stop's compensation for a Job is the difference between the Price the Client pays and the amount 1Stop pays the Provider (the spread). The spread is included in the Price. It is never added on top of the Price, and it is not shown as a separate line on any quote or invoice.
 - 3.3 There is no subscription, per-door fee, seat licence or monthly minimum. The Client pays for the Jobs it approves and for nothing else.
 - 3.4 Any trip or service-call charge, materials and parts, and any after-hours or emergency charge are stated before the Client approves the work and appear on the invoice with the Job they belong to.
 - 3.5 Prices may change on 30 days' notice. A confirmed Job keeps its confirmed Price, subject to any change order the Client approves under clause 6.
 - 3.6 What 1Stop pays any Provider, Provider rates and the spread on any Job are 1Stop's confidential information under clause 15.
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4. Payment only to 1Stop

- 4.1 The Client pays 1Stop, and only 1Stop, for every Job. 1Stop is the only party that invoices the Client.
- 4.2 The Client must not pay a Provider, or anyone working for a Provider, directly for any Job or for any work at a Property arranged through the Platform. This includes cash, checks, card or app payments, gift cards, tips and gratuities, and payment in kind.
- 4.3 A payment made to a Provider directly does not discharge any amount the Client owes 1Stop. 1Stop is not responsible for work that is paid for or arranged outside the Platform.

- 4.4 The Client will not make side arrangements with a Provider, such as extra work for cash, a discount for paying the Provider directly, or work outside a Job's approved scope.
- 4.5 If a Provider, or anyone working for one, asks the Client or an Occupant for payment, for a side arrangement or for direct contact for future work, the Client will report it to 1Stop promptly at support@1stopservice-pro.com. 1Stop will not hold a report made in good faith against the Client.

5. Invoicing, payment terms and disputed charges

- 5.1 1Stop issues one consolidated invoice per Property per billing period. Each line identifies the Job it charges for, and the Service Record for that Job is available in the Platform.
- 5.2 Payment is due 30 days from the invoice date, by a payment method 1Stop accepts for the Client's account.
- 5.3 Overdue amounts bear interest from the due date at the rate set for judgments under section 55.03, Florida Statutes, or at the highest rate the law allows if that is lower. After 10 days' written notice, 1Stop may pause new Requests on an account with an overdue balance until it is paid.
- 5.4 The Client may dispute a charge by writing to 1Stop within 30 days of the invoice date, saying which line it disputes and why. Undisputed amounts on the same invoice remain payable in the meantime. 1Stop will review the Service Record and respond in writing. A charge not disputed within that window is treated as accepted, except for an error the Client could not reasonably have found from the invoice and the Service Record.
- 5.5 Sales or use tax, where Florida law applies it to a service, is stated on the invoice.

6. Approvals, approval limits and scope changes

- 6.1 The Client approves the Price of each Job in the Platform before work starts, unless the Price falls within an approval limit the Client has set.
- 6.2 The Client may set an approval limit on a Request. Some trades, such as plumbing, HVAC, electrical and appliance repair, begin with a visit to diagnose the problem; the Provider then quotes the repair. A repair quoted within the approval limit is approved without a further step. A repair quoted above it waits for the Client's approval in the Platform.
- 6.3 Work outside the scope of a confirmed Job needs a change order, priced and approved in the Platform before the work is done. The one exception is an immediate step needed to prevent injury or further damage to the Property, such as shutting off water. 1Stop will report that step to the Client as soon as practicable.
- 6.4 An approval given by any user on the Client's account who has approval permission binds the Client. The Client decides who on its account holds that permission.

7. Access to properties and notice to occupants

- 7.1 The Client arranges lawful access to each Property and unit for each Job, and provides keys, codes, gate and lockbox details through the Platform.

- 7.2 The Client gives any notice of entry that a lease, an association's rules or the law requires, including for residential tenancies in Florida under section 83.53, Florida Statutes, and arranges entry with Occupants.
 - 7.3 The Client tells Occupants that the work area will be photographed before and after the work, as clause 13 describes.
 - 7.4 1Stop and its Providers rely on the Client's authorization and access details and do not independently verify them. A visit that cannot go ahead because access was not available may be charged the trip or service-call charge for that visit, as stated in the Platform before the visit.
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8. Providers are independent contractors

- 8.1 Each Provider is an independent business. It is not an employee, agent, partner or joint venturer of 1Stop or of the Client, and nothing in this Agreement makes it one.
 - 8.2 Each Provider is responsible, and liable, for its own workmanship; for holding the licences its trade requires and pulling the permits its work requires; for its employees and subcontractors, including their pay, taxes and workers' compensation coverage; for its own tools, equipment and vehicles; and for safety at the job site while it works there.
 - 8.3 1Stop checks each Provider when it joins: its trade licence where the trade requires one, its certificates of insurance and its tax documents. 1Stop does not assign new Jobs to a Provider whose certificate of insurance has expired. A certificate of insurance is a summary; it confers no rights on its holder and does not by itself prove that a policy is in force.
 - 8.4 1Stop sets the scope, the window and the Price of each Job and reviews its Service Record. 1Stop does not direct or supervise a Provider's means, methods or techniques, and is not responsible for them.
 - 8.5 Each Provider must carry commercial general liability insurance of at least \$1,000,000 each occurrence and \$2,000,000 in the aggregate, commercial auto liability of at least \$1,000,000 combined single limit for any vehicle used on 1Stop work, and workers' compensation insurance where the law requires it.
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9. Responsibility for the work and the workmanship warranty

- 9.1 Liability for a Job's workmanship, and for injury or damage caused by a Provider's work or personnel, rests with the Provider that did the work. A claim for that loss is made first against the Provider and its insurer. 1Stop will give the Client the Provider's business name, the certificate of insurance 1Stop holds for it and the Service Record, and will tender the claim to the Provider.
- 9.2 Each Provider warrants its workmanship for 90 days from completion. When work is defective, 1Stop arranges a return visit for the Provider to correct it at no charge to the Client or, at 1Stop's election, has another Provider correct it or credits the Client. This is how 1Stop meets the workmanship warranty in clause 8 of the Terms of Service, and it is the Client's exclusive remedy for defective workmanship.
- 9.3 The warranty does not cover materials or equipment beyond the manufacturer's warranty, pre-existing conditions, latent defects, damage from misuse, neglect or weather, or work done by anyone other than the Provider.

- 9.4 Any indemnity from 1Stop for a Provider's negligence under clause 17 of the Terms of Service applies only to loss that the Provider and its insurer have not paid after the Client has followed clause 9.1, and is subject to clause 16. Where this clause and clause 17 of the Terms of Service differ, this clause governs for the Client's account.
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10. The Client's responsibilities

- 10.1 The Client gives accurate information: addresses, unit numbers, access details, contacts, and a description of the problem, with photographs where it can.
- 10.2 Before work starts, the Client discloses the hazards it knows of at a Property, including asbestos, lead-based paint, mold, structural concerns, aggressive animals and any other unsafe condition.
- 10.3 Where a permit or approval must be obtained by the owner, an association or the Client rather than by the Provider, the Client obtains it before the work is scheduled.
- 10.4 The owner's and the Client's obligations to Occupants remain theirs, including keeping units habitable, complying with building and housing codes and meeting lease terms. Using the Platform does not transfer those obligations to 1Stop or to a Provider.
- 10.5 The Client decides what work to order. Neither 1Stop nor a Provider inspects or assesses the overall condition of a Property beyond the scope of a Job.
- 10.6 The Client keeps its users' sign-in details secure and is responsible for what is done on its account.
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11. The Client's insurance

- 11.1 The Client maintains property insurance and commercial general liability insurance for each Property, with general liability limits of at least \$1,000,000 each occurrence, and workers' compensation insurance where the law requires it.
- 11.2 Nothing in this Agreement makes 1Stop or a Provider an insurer of any Property or of the Client.
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12. Emergencies

- 12.1 The Client marks a Request as an emergency when there is an immediate risk to people or property, such as active water or sewage, loss of heat or cooling that endangers Occupants, sparking or exposed wiring, or a resident locked out. Emergency Requests are routed ahead of the standard queue, and their response windows are targets.
- 12.2 The Platform is not an emergency service. For a fire, a gas leak, a medical emergency or a crime in progress, the Client and Occupants call 911 and the utility first.
- 12.3 Emergency and after-hours work may carry a charge, which is stated before the Client approves the work (clause 3.4).
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13. Data, photographs and records

- 13.1 For each Job, the Platform records the time and device location at start and finish, before and after photographs of the work area and a completion note, and assembles them into a Service Record.
 - 13.2 The Client authorizes 1Stop and its Providers to take and keep these photographs and records at its Properties, and grants 1Stop a licence to use them to perform, document, invoice and defend the work. The Client may download its Service Records and use them in its own business, including to report to owners.
 - 13.3 Personal information is handled as the Privacy Policy (<https://1stopservicepro.com/legal/privacy>) describes. The Client shares only the Occupant information a Job needs, such as a name and contact number for entry.
 - 13.4 Service Records are kept for seven years after the Job is completed, unless the law requires a different period.
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14. Non-circumvention and non-solicitation

- 14.1 While this Agreement is in force and for 12 months after the later of the date 1Stop first introduces a Provider to the Client and the date that Provider last performs a Job for the Client (the tail period), the Client will not, directly or through anyone else, engage that Provider for work of the kind 1Stop arranges, or solicit it to work for the Client outside the Platform. This is the same period as the non-solicitation in clause 14 of the Terms of Service.
 - 14.2 A Provider counts as introduced through the Platform once it has been assigned a Job at one of the Client's Properties or identified to the Client through the Platform.
 - 14.3 If the Client engages a Provider in breach of clause 14.1, the Client pays 1Stop a conversion fee of \$2,500 for each Provider so engaged, as a reasonable estimate of 1Stop's loss and not as a penalty.
 - 14.4 Clause 14.1 does not apply to a business the Client already engaged independently before 1Stop introduced it, as the Client's own records show.
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15. Confidentiality

- 15.1 Each party may receive information from the other that is not public. For 1Stop this includes Provider rates, what 1Stop pays Providers, the spread and its pricing structures. For the Client this includes its portfolio, its Properties' details and its Occupants' information.
 - 15.2 Each party uses the other's confidential information only to perform this Agreement and shares it only with employees, contractors and advisors who need it for that purpose and are bound to keep it confidential.
 - 15.3 These obligations do not apply to information that is or becomes public through no fault of the receiving party, or that it already held lawfully. They continue for three years after this Agreement ends.
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16. Limitation of liability

- 16.1 To the extent permitted by law, neither party is liable to the other for indirect, incidental, special, consequential, exemplary or punitive damages, or for lost profits, lost rent or loss of use.

- 16.2 1Stop's total liability for all claims arising from a Job is limited to the Price the Client paid 1Stop for that Job. 1Stop's total liability under this Agreement for all claims together is limited to what the Client paid 1Stop in the 12 months before the event that gave rise to the claim. Where this clause and clause 16 of the Terms of Service differ, this clause governs for the Client's account.
- 16.3 1Stop is not liable for the acts or omissions of a Provider or its personnel except as clause 9 provides and as applicable law requires.
- 16.4 Nothing in this Agreement limits liability for death or personal injury caused by negligence, for fraud, gross negligence or wilful misconduct, or any other liability that the law does not allow to be limited.
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17. Indemnities

- 17.1 The Client indemnifies and defends 1Stop and its Providers against third-party claims arising from: the condition of its Properties, including any condition it knew of and did not disclose; its authorization of entry and its notice to Occupants; its instructions; its own obligations to owners and Occupants, such as habitability, lease terms and deposits; and any payment or arrangement it made with a Provider outside the Platform.
- 17.2 1Stop indemnifies and defends the Client against third-party claims arising from 1Stop's own negligence or wilful misconduct, and, for a Provider's work, as clause 9 provides.
- 17.3 A party seeking indemnity gives the other prompt written notice of the claim, lets it control the defense, and cooperates reasonably. Neither party settles a claim in a way that admits fault for the other without its written consent.
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18. Term, suspension and termination

- 18.1 This Agreement starts when the Client accepts it and continues until either party ends it. Accepting it on the application does not oblige 1Stop to open an account; 1Stop may decline an application.
- 18.2 Either party may end this Agreement on 30 days' written notice to the other.
- 18.3 1Stop may suspend the Client's account, or end this Agreement at once by written notice, for non-payment after notice under clause 5.3, for a breach of clause 4 or clause 14, or for conduct that puts a Provider or an Occupant at risk.
- 18.4 Jobs confirmed before this Agreement ends are completed and remain payable, unless the parties agree otherwise in writing.
- 18.5 Clauses 3.6, 4, 5, 9, 13, 14, 15, 16, 17 and 19 survive the end of this Agreement.
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19. Governing law and disputes

- 19.1 This Agreement is governed by the laws of the State of Florida, without regard to its conflict-of-laws rules.
- 19.2 Before either party starts proceedings, the parties' senior representatives will try in good faith to resolve the dispute for 30 days after written notice of it.

- 19.3 Proceedings are brought in the state or federal courts for Orange County, Florida, and each party submits to their jurisdiction. In any proceeding to enforce this Agreement, the prevailing party recovers its reasonable attorneys' fees and costs.
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20. Acceptance and electronic records

- 20.1 The Client accepts this Agreement by ticking the acceptance box on the application, or later in the Platform. 1Stop records the version accepted, the time of acceptance, and the name and email address given by the person who accepted.
- 20.2 That record and this Agreement are electronic records, and the acceptance is an electronic signature, under the federal Electronic Signatures in Global and National Commerce Act and section 668.50, Florida Statutes. How electronic signatures work on the Platform is set out in the Electronic Signature Consent (<https://1stopservicepro.com/legal/esign>).
- 20.3 The parties may also sign a service schedule in the Platform for a Client's account. Where a signed service schedule sets a specific term, such as a response window, that term governs over this Agreement for that subject.
- 20.4 Notices to 1Stop go to 5780 SE 12th Lane, Gainesville, Florida 32641 and support@1stopservicepro.com. Notices to the Client go to the email address on its account.
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21. Changes to this Agreement

- 21.1 1Stop may update this Agreement. It publishes each version at 1stopservicepro.com/legal/client-agreement (<https://1stopservicepro.com/legal/client-agreement>) with its version date, and emails the Client at least 30 days before a material change takes effect. Submitting a Request after that date accepts the new version.
- 21.2 A Job is governed by the version in force when 1Stop confirmed it.
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22. General

- 22.1 This Agreement, the documents named at its start and any signed service schedule are the whole agreement between the parties on their subject.
- 22.2 If a court finds any provision unenforceable, the rest of this Agreement still applies.
- 22.3 The Client may not assign this Agreement without 1Stop's written consent. 1Stop may assign it to an affiliate, to the entity formed to operate 1Stop Service Pro, or to a successor to its business, and will tell the Client when it does.
- 22.4 No one other than the parties has rights under this Agreement, except Providers under clause 17.1.