

## **Contract Agreement between FlynnPro and the Contractor**

This Contract Agreement (hereinafter referred to as the "Agreement") is made and entered into between FlynnPro (referred to as "the Company" or "we") and the Contractor (referred to as "the Contractor" or "you") effective upon agreeing to the term of service.

### **1. Contractor Referral Services**

FlynnPro operates as a contractor referral company connecting homeowners with contractors for their home improvement projects. We provide you with potential leads and facilitate the connection between you and the homeowners who require your services.

### **2. Independent Contractor Status**

The Contractor acknowledges and agrees that they are an independent contractor and not an employee, partner, or agent of FlynnPro. As an independent contractor, you have full control over your work, business practices, and the services you provide. You are solely responsible for the quality of your work, adherence to professional standards, and compliance with applicable laws and regulations.

### **3. No Guarantee of Work Opportunities**

While FlynnPro strives to provide you with potential leads for contracting projects, we do not guarantee the availability of work opportunities or the number of leads provided. The Contractor acknowledges and understands that FlynnPro does not guarantee a specific volume of work or income.

### **4. Absolution of Liability**

FlynnPro explicitly absolves itself from any liability arising from the Contractor's engagement with homeowners referred by the Company. This includes, but is not limited to, issues related to non-payment, poor work quality, delays, breaches of contract, or any other disputes that may arise during or after the completion of a project. The Contractor acknowledges and agrees that any issues related to their work quality or service should be resolved directly between the Contractor and the homeowner.

### **5. Engagement of Services:**

The Contractor engages in a contract with FlynnPro to pay 10% of the total gross amount charged to the customer for services rendered, as referred by FlynnPro.

## 6. Payment Terms:

a. The Contractor agrees to pay FlynnPro the aforementioned 10% fee within 30 days of either the service being completed or receiving payment from the customer, whichever occurs first.

b. Payment shall be made in the form of checks, payable to FlynnPro, and mailed to FlynnPro's New Hampshire corporate office at 35 Manchester Road, Suite 395, Derry NH 03038

## 7. Penalty and Interest:

a. In the event that the Contractor fails to pay the 10% fee within the specified 30-day period, a penalty interest charge of 2% per month will be applied to the outstanding amount.

b. The penalty interest charge will be calculated from the date the payment was due until the date of actual payment.

## 8. Debt Collection:

a. In the event that payment is not made within the specified 30-day period, FlynnPro reserves the right to utilize a debt collection agency or initiate legal proceedings to retrieve the owed funds.

b. The Contractor shall be responsible for any costs or fees incurred by FlynnPro in the process of debt collection or legal action.

## 9. Future Service Charges:

a. The Contractor agrees that all future service charges to the specific customer referred by FlynnPro shall include the 10% fee payable to FlynnPro.

b. The Contractor acknowledges and agrees that this 10% fee is an ongoing obligation for all future services rendered to the referred customer.

## 10. Indemnification

The Contractor agrees to indemnify, defend, and hold FlynnPro harmless from any claims, damages, losses, liabilities, costs, or expenses (including reasonable attorney fees) arising out of or in connection with the Contractor's engagement with homeowners referred by the Company.

#### 11. Compliance with Laws and Regulations

The Contractor shall comply with all applicable laws, regulations, and licensing requirements related to their contracting business. The Contractor shall obtain and maintain all necessary licenses, permits, and insurance coverage as required by law.

#### 12. Termination

Either party may terminate this Agreement at any time with 30 days written notice. Termination shall not relieve the Contractor of any obligations or liabilities incurred prior to the termination date.

#### 13. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the state of New Hampshire. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of New Hampshire, United States of America.

#### 14. Right to Change and Modify Terms

We reserve the right to modify these terms from time to time at our sole discretion. Therefore, you should review these pages periodically. When we change the Terms in a material manner, we will notify you that material changes have been made to the Terms. Your continued use of the Website or our service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access FlynnPro website or the service.

By checking the terms and conditions box, the Customer acknowledges that they have read, understood, and agreed to the terms and conditions stated in this Agreement.