

SERVICE AGREEMENT & LIABILITY WAIVER

Effective on the date the Client signs below. One signature covers both the service terms and the liability waiver.

This Service Agreement and Liability Waiver ("Agreement") is between Exe Enterprises, An Everything Company L.L.C., a Michigan limited liability company ("Exe Enterprises," "we," or "us"), and the client identified below ("Client," "I," or "you"). Exe Enterprises accepts this Agreement by commencing the services described, so no countersignature is required. Please read the entire document — including the Liability Waiver & Release of Claims — before signing.

CLIENT & SERVICE INFORMATION

CLIENT NAME	DATE
PHONE	EMAIL
SERVICE ADDRESS / LOCATION	
SERVICE TYPE	SERVICE DATE
DESCRIPTION OF WORK	

PRICING & PAYMENT

ESTIMATED TOTAL	DEPOSIT REQUIRED	BALANCE DUE	DRIVEOUT FEE
PAYMENT METHOD			

Accepted: Cash · Square (card) · PayPal · or as agreed in writing. A deposit of 10–50% is required for jobs totaling \$100+; the balance is due on completion. Driveout is non-refundable once travel begins (under 3 hrs = \$20, over 3 hrs = \$40). Returned or declined payments incur a \$35 fee. Prices exclude Michigan sales tax on taxable goods, which is added where required.

SERVICE TERMS

- 1. SCOPE OF WORK & RIGHT TO STOP.** Work is limited to the Description of Work above. Changes to scope require written approval and may affect the price. If additional issues are discovered during service, Exe Enterprises will notify the Client and obtain approval before proceeding. Exe Enterprises may decline or stop work that presents safety concerns, falls outside its authorized scope, or reveals hazardous conditions (such as mold, asbestos, lead, sewage, pests, biohazards, or unsafe structures). Labor and materials already provided remain billable if work is stopped for these reasons.
- 2. ESTIMATES & AUTHORIZATION.** All estimates are good-faith projections and may change if unforeseen conditions are discovered. Written or text-based authorization is required before work begins. If the actual cost will exceed the written estimate by more than 10%, Exe Enterprises will contact the Client for additional written authorization before continuing. Under Michigan's MVSRA, all auto mechanic estimates and authorizations are provided in writing before any mechanic work proceeds. No verbal representations modify this Agreement unless confirmed in writing.
- 3. PAYMENT & DEPOSITS.** Payment is due at time of service unless otherwise agreed in writing beforehand. For projects totaling \$100 or more, a deposit of 10–50% of the estimated total is required before work begins. Deposits are non-refundable unless Exe Enterprises cancels the engagement. Driveout fees are non-refundable once travel has begun.
- 4. LATE PAYMENT & RETURNED PAYMENTS.** Balances unpaid more than 7 days after the due date incur a late fee of \$25 or 10% of the outstanding balance, whichever is greater. Payments that are returned, declined, or charged back incur a \$35 returned-payment fee. Exe Enterprises may suspend or withhold services and exercise its retention and lien rights until all amounts, fees, and reasonable collection costs are paid in full.
- 5. CANCELLATIONS & REFUNDS.** Cancellations must be made at least 2 hours before the scheduled appointment to avoid a driveout fee. Cancellations made after travel has begun are subject to the full driveout fee. Refunds for completed services are not provided except for documented workmanship error, addressed by re-service at no charge within 14 days of written notice.
- 6. WARRANTY & DISCLAIMER.** Exe Enterprises warrants its labor against defective workmanship for 14 days from completion; the sole remedy is re-performance of the affected work at no charge. Parts and materials carry only the manufacturer's warranty, if any, and are not separately warranted by Exe Enterprises. Except for this limited workmanship warranty, services and deliverables are provided "as is," and to the fullest extent permitted by law Exe Enterprises disclaims all other warranties, express or implied, including merchantability and fitness for a particular purpose. Client-supplied parts or materials are used at the Client's risk and are not warranted by Exe Enterprises.
- 7. RETENTION & ABANDONED PROPERTY.** Exe Enterprises may retain possession of any device, vehicle, or property in its care until all outstanding balances are paid in full, consistent with Michigan's artisan's lien statutes (MCL 570.185–570.187) and, for motor vehicles, the Garage Keeper's Lien Act (MCL 570.301 et seq.). Non-vehicle property not retrieved within 30 days after Exe Enterprises notifies the Client that work is complete (or has stopped for nonpayment) may be treated as abandoned and stored, disposed of, or sold to recover unpaid charges and reasonable storage costs, to the extent permitted by Michigan law. Motor vehicles are retained, noticed, and disposed of only through the statutory garage-keeper foreclosure and abandoned-vehicle procedures, including the required statutory notice periods, before any sale. Any surplus from a sale is handled as required by law.
- 8. CLIENT RESPONSIBILITIES.** Client is responsible for: (a) disclosing all known issues, prior repairs, or modifications before service; (b) removing or securing valuables; (c) backing up all data prior to any tech service; (d) keeping bystanders, children, and pets clear of the work

area; and (e) obtaining any required permits.

9. HANDYMAN & LIGHT CONSTRUCTION THRESHOLD. Handyman and light construction labor is limited to under \$600 per individual project (aggregate of labor, materials, and all other items) under Michigan's unlicensed handyman threshold, and a larger job may not be split into sub-\$600 contracts to stay under it. Exe Enterprises does not perform electrical, plumbing, HVAC, load-bearing structural work, or any work requiring a Michigan Residential Builder's License or specialty trade license.

10. MECHANIC SERVICES. Michigan State Mechanic Certification and Motor Vehicle Repair Facility Registration are currently in progress. Auto mechanic services will not be offered for compensation until all required credentials are secured.

11. WEBSITE DEVELOPMENT — INTELLECTUAL PROPERTY. All custom code, design assets, and deliverables created by Exe Enterprises remain its intellectual property until payment is received in full, at which point ownership transfers to the Client per the written project agreement. Deliverables and revision limits are agreed in writing before work begins.

12. COACHING DISCLAIMER. Market coaching sessions are educational only and do not constitute licensed financial, investment, tax, or legal advice. Exe Enterprises is not a registered investment advisor, and past performance does not guarantee future results. All investment and financial decisions are the sole responsibility of the Client. Results are not guaranteed.

13. LIMITATION OF LIABILITY. Exe Enterprises is not liable for pre-existing conditions, undisclosed damage, data loss, or issues unrelated to the service performed. Total liability for any claim shall not exceed the amount paid for that specific service. In no event is Exe Enterprises liable for indirect, incidental, consequential, special, or punitive damages, or for lost profits, lost business, lost data, or downtime, even if advised of the possibility.

14. INSURANCE. Exe Enterprises carries business liability insurance through a licensed provider where applicable to the services performed, and proof of any coverage in force is available on request. This insurance does not waive or limit the disclosures, assumptions of risk, limitation of liability, or other terms set out in this Agreement and the waiver below.

15. INDEMNIFICATION. Client agrees to indemnify and hold harmless Exe Enterprises, its owner(s), agents, and representatives from any claims, losses, damages, or expenses arising from: (a) undisclosed pre-existing conditions; (b) failure to obtain required permits; (c) materials supplied by the Client; (d) unsafe conditions not disclosed prior to service; (e) injury to third parties caused by undisclosed property conditions; (f) content or materials supplied by the Client; or (g) the Client's negligence, willful misconduct, or violation of any third-party terms of service or applicable law.

16. PHOTO & MEDIA. Exe Enterprises may photograph and document the work before, during, and after service for documentation, dispute resolution, quality assurance, portfolio, and promotional purposes. No personally identifiable information will be published without prior written consent. Notify Exe Enterprises before service if you prefer no photography or no promotional use.

17. UNFORESEEN COMPLICATIONS & PARTS DELAYS. When unforeseen complications arise — including stripped or seized fasteners, components broken or discovered during disassembly, or parts requiring special order — Exe Enterprises will notify the Client promptly, obtain written approval, and provide a revised estimate. Parts timelines are outside its control. Labor already performed is billable.

18. FORCE MAJEURE. Exe Enterprises shall not be liable for failure or delay due to illness, severe weather, equipment failure, natural disasters, or other causes beyond its reasonable control. The Client will be notified promptly and rescheduled at no penalty.

19. DISPUTE RESOLUTION. The parties will first attempt to resolve any dispute through good-faith negotiation. If unresolved within 30 days, the dispute shall be resolved by binding arbitration in Gogebic County, Michigan, under the rules of the American Arbitration Association, except that either party may instead bring a qualifying claim in Michigan Small Claims Court. This agreement to arbitrate is mutual. Each party bears its own costs unless the arbitrator or court awards otherwise, and the prevailing party may recover reasonable costs and attorney fees to the extent allowed by law.

20. ELECTRONIC SIGNATURES. The parties agree that electronic signatures are valid and legally binding under ESIGN and Michigan's UETA, with the same legal effect as an original handwritten signature.

21. SEVERABILITY & INTERPRETATION. If any provision is found unenforceable, it shall be modified to the minimum extent necessary to make it enforceable or, if it cannot be, severed, and all remaining provisions shall remain in full force and effect. Nothing in this Agreement waives any right or remedy that cannot be waived under applicable law. Section headings are for convenience only and do not affect interpretation.

22. SURVIVAL. The Liability Waiver & Release of Claims, Limitation of Liability, Indemnification, Intellectual Property, and Dispute Resolution provisions survive the completion, expiration, or termination of any services under this Agreement.

23. GOVERNING LAW & ENTIRE AGREEMENT. This Agreement is governed by the laws of the State of Michigan and, together with the Exe Enterprises Terms of Service, constitutes the entire agreement for this engagement. It supersedes any prior or contemporaneous understandings. No verbal representations modify it unless confirmed in writing and signed by the Client, and the Client confirms they have not relied on any representation not contained in this Agreement.

LIABILITY WAIVER & RELEASE OF CLAIMS

Required for jobs \$100+

READ CAREFULLY BEFORE SIGNING — By signing this agreement you voluntarily waive certain legal rights, including the right to sue for claims covered below, and you expressly assume the inherent risks of the services you request, including risks arising from Exe Enterprises' ordinary negligence.

A. VEHICLE SERVICES (Detailing & Future Mechanic). Exe Enterprises is not liable for pre-existing paint damage, chips, scratches, rust, mechanical wear, or undisclosed modifications discovered during service. Detailing performed outdoors is subject to environmental conditions beyond its control. I have disclosed all known prior damage, modifications, and conditions. During mechanical work, unforeseen complications may arise — stripped, seized, or corroded fasteners; components that must be cut or extracted; parts broken or discovered during disassembly; or parts requiring special order — and may extend downtime beyond the estimate. Parts timelines are outside Exe Enterprises' control; I will not hold it liable for downtime, transportation, rental, or other losses from parts delays, and labor already performed remains billable. Mobile mechanic services are pending Michigan credentials and not offered for compensation until secured. I assume all risks inherent in vehicle services, including risks from ordinary negligence.

B. PROPERTY DAMAGE (Handyman & Light Construction). Light construction and handyman labor is for residential properties only and limited to under \$600 per individual project (MI unlicensed threshold). Exe Enterprises does not perform electrical, plumbing, HVAC, load-bearing structural work, or any work requiring a Michigan Residential Builder's License or specialty trade license. It is not liable for pre-existing structural issues, hidden defects, damage from materials I supply, or damage from conditions I failed to disclose. Permits are my sole responsibility. I will keep my property safe and accessible and remove or secure valuables before arrival. A deposit is required before construction work begins. I assume all risks inherent in these services, including risks from ordinary negligence.

C. DATA LOSS (Tech Repair & Game Mods). Data loss can occur during any hardware, software, or firmware service, and I am solely responsible for backing up all data beforehand. Exe Enterprises is not liable for data loss or corruption, or for damage to devices with undisclosed prior repairs, modifications, or firmware changes. For game modification and jailbreak services: I requested these voluntarily; Exe Enterprises provides labor only and does not supply, source, or endorse any ROMs, unlicensed files, or third-party firmware; any content on my device is legally owned or licensed by me; jailbreaking or custom firmware may void warranties or result in a banned or bricked device; and I assume full legal and financial responsibility for any content on my device.

D. PERSONAL INJURY ON JOB SITE. Service work may involve tools, equipment, and physical activity that carry inherent risks. I will keep all bystanders, children, and pets clear of the work area throughout the service. Exe Enterprises is not liable for personal injury resulting from my failure to maintain a safe distance, my failure to follow reasonable safety instructions, or pre-existing unsafe conditions I failed to disclose. I assume all risks inherent in on-site work, including risks from ordinary negligence.

E. COACHING & EDUCATIONAL SERVICES. Coaching and financial-strategy sessions are educational only and do not constitute licensed financial, investment, tax, or legal advice. Exe Enterprises is not registered as an investment advisor with the SEC or any state authority, and nothing in any session is a securities recommendation. All decisions are solely my own; no outcomes or returns are guaranteed. I release Exe Enterprises from liability for financial losses arising from coaching content or strategies discussed.

F. 3D PRINTING SERVICES. Print outcomes vary with file quality, material properties, settings, and complexity. Exe Enterprises is not liable for the fit, function, or structural performance of printed parts, particularly load-bearing or safety-critical ones. It may decline files that are illegal, infringing, or unsafe. Pricing varies per project and is confirmed before work begins.

G. WEBSITE DEVELOPMENT SERVICES. Projects are scoped and quoted per engagement. Exe Enterprises is not liable for third-party platform changes, third-party downtime, or issues arising from content or materials I provide. Deliverables, revision limits, and terms are agreed in writing before work begins. Custom code, assets, and deliverables remain Exe Enterprises' IP until payment is received in full, then transfer to me.

H. CLEANING SERVICES. Exe Enterprises is not liable for damage to items left in the service area, pre-existing surface damage, damage to undisclosed delicate or fragile materials, or adverse reactions caused by undisclosed surface materials or prior product applications. I will remove or secure valuables and fragile items and disclose any surface sensitivities, prior treatments, or special considerations before service begins.

RELEASE OF CLAIMS. In consideration of services provided by Exe Enterprises, An Everything Company L.L.C., I voluntarily release, waive, and forever discharge Exe Enterprises and its owner(s), agents, and representatives from any and all claims, demands, damages, causes of action, or liability arising out of or in connection with the services described, to the fullest extent permitted by law. This release covers claims based on ordinary negligence and the inherent risks of the services. It does NOT apply to gross negligence, willful or wanton misconduct, fraud, or any liability that cannot be released under Michigan law; if any portion of this release is held unenforceable, the remainder stays in effect to the fullest extent permitted. Exe Enterprises' total liability for any claim shall not exceed the amount I paid for the specific service giving rise to the claim. This release is governed by the laws of the State of Michigan.

ACKNOWLEDGMENT

- I have read and fully understand this Service Agreement and the Liability Waiver & Release of Claims.
- I authorize Exe Enterprises to perform the work described above. Additional work beyond this scope requires separate written approval.
- I am signing voluntarily and of my own free will; I have not been pressured or coerced, and I have had the opportunity to ask questions.
- I am 18 years of age or older, or have legal authority to enter this agreement and sign for the named client.
- I understand a deposit of 10–50% is required for jobs totaling \$100+, that the balance is due on completion, that unpaid balances may incur late fees and suspension of services, that returned or declined payments incur a \$35 fee, and that handyman/light construction labor is limited to under \$600 per project (MI threshold).
- I understand website-development deliverables remain Exe Enterprises' IP until paid in full, and that mobile auto mechanic services are pending Michigan credentials and not currently offered for compensation.
- By signing the waiver portion I give up certain legal rights, including the right to sue for claims covered herein, and I expressly assume all inherent risks of the requested services, including risks arising from Exe Enterprises' ordinary negligence.

CLIENT SIGNATURE

By signing below, I, the Client, agree to the Service Terms and confirm that I have read, understood, and voluntarily agreed to the Liability Waiver & Release of Claims above. Exe Enterprises accepts this Agreement by commencing the services.

CLIENT SIGNATURE _____

PRINTED NAME _____

DATE _____

Return the completed form by email to exeenterprises@aneverything.co.site, by text to 906-767-1196, or bring it to your appointment. Hours: 4:30 AM – 10:30 PM daily.