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| 120 Main Ave., Suite B, Sacramento, CA 95838 | (916) 878-1751 |

**SERVICE AGREEMENT**

This Service Agreement (the “Agreement”) shall be effective as of February 1, 2024 (the “Effective Date”), and is entered into on behalf of Scorpion Cleaning Service, Inc. (“SCS”) on the one hand, and Acme Development Group LLC (“Customer”) on the other. SCS and Customer may collectively be referred to in this Agreement as the “Parties,” or individually as a “Party.”

 **The Project**. SCS shall perform its below-defined Services for Customer at the following locations:

34569 Main Street

Aliso Viejo, CA 92656

6784 Ocean Ave.

Aliso Viejo, CA 92656

3498 La Jolla Village Dr.

Aliso Viejo, CA 92656

(collectively, the “Properties”). The term “Project” shall refer to: (i) the comprehensive scope of work encompassing the below-defined Services to be performed by SCS at the Property under this Agreement; and (ii) when and if applicable, any additional Services that the Parties may subsequently agree to in writing.

 **Term**. This Agreement shall commence on the date indicated above and extend until the completion of the below-defined Services, or upon 10 calendar days’ written notice by either Party that this Agreement is terminated. Upon termination of this Agreement, SCS shall be entitled to: (i) compensation for all Services performed through the date of termination; (ii) reimbursement of any expenses incurred in performing the Services; and (iii) retain any non-refundable portion of the below-defined deposit(s).

 **Services/Scope of Work**. SCS will provide Customer with the interior design, project management, and/or purchasing services specifically identified below (collectively, the “ Services”):

 **No Responsibility re HOA**. If the Property is located in a community governed by a homeowners association (“HOA”), Customer acknowledges that Customer is familiar with the requirements contained in the governing documents as they pertain to any of the intended work to be performed as part of the Project. Consequently, Customer agrees that at all times, Customer shall have the sole responsibility of ensuring that all aspects of the Project remain in compliance with the HOA’s governing documents. Customer further acknowledges and agrees that at no time shall SCS bear any responsibility or liability for any work performed at the Property that violates the HOA’s governing documents.

 **No Responsibility for Defects/Installation**. Customer shall inspect all items (e.g., furnishings, accessories, etc.) ordered through SCS immediately upon delivery and/or installation and communicate the nature of any complaints or defects of such items to SCS in writing within three calendar days of such delivery/installation. While SCS will work with Customer to address the defect or failure, Customer acknowledges and agrees that at no time will SCS bear any liability for any defective items delivered or installations made by anyone other than SCS.

 **Customer Pause and Reinstatement**. If Customer pauses or delays the Project for 30 or more calendar days, SCS shall be entitled to charge Customer a reinstatement fee to restart the Project at a later date (the “Reinstatement Fee”). SCS shall determine, in its sole discretion, the amount of the Reinstatement Fee, taking into consideration the time spent by SCS rescheduling the Project and re-acquainting itself with Customer’s needs. Customer acknowledges that as a result of such a pause/delay, items previously selected or quoted may be discontinued, out of stock, more expensive, or otherwise unavailable. To the extent that SCS must therefore revisit work already performed prior to the pause/delay, Customer shall be responsible for any time spent performing such work again.

 **Completion of the Project**. Once SCS provides Customer with the Services, SCS shall have fully satisfied its duty under this Agreement. SCS’s performance is not subject to Customer’s satisfaction, and Customer’s dissatisfaction with SCS’s performance does not excuse Customer from fully performing under this Agreement. In no event may Customer offset any sums due to SCS.

 **Intellectual Property**. The below-defined Images, concepts, designs, and other documents prepared by SCS during the pendency of this Agreement shall at all times remain SCS’s exclusive intellectual property, and at no time will Customer obtain any rights, title, or interest in or to any of SCS’s intellectual property. Customer may not, therefore, use any of SCS’s intellectual property for any purpose other than the completion of the Services specified under this Agreement. While Customer agrees not to sell, share, or publish any of the Images, concepts, drawings, and designs prepared by SCS without SCS’s express written consent, Customer is free to publish and share photographs of the *completed* Project that Customer takes as long as Customer credits SCS for the work.

 **Photographs & Video**. During the course of the Project, SCS may take photographs or video of the Property or aspects of the Project (collectively, the “Images”). Subject to the foregoing limitations, Customer irrevocably assigns and transfers to SCS the entirety of Customer’s rights, title, ownership, and/or interest in and to any of the Images (if any such rights existed). This assignment and transfer of the Images includes not just SCS’s exclusive right to use, publish, exploit, display, exhibit, manipulate, copy, or reproduce the Images, but also to create derivative content, regardless of its form, medium, or format. At all times, therefore, SCS shall enjoy the absolute right to dispose of, exploit, transmit, display, reproduce, manipulate, alter, edit, revise, register (and sue to enforce such registration), and otherwise control the Images provided that SCS excludes Customer’s name, address, and likeness. Customer shall not be entitled to any royalty, payment, compensation, and/or benefit arising out of SCS’s use of the Images, and subject to applicable law, Customer agrees that Customer has waived any right to inspect, review, approve, or receive copies of any of the Images.

 **Internet/Social Media**. Customer agrees to credit to SCS any photographs, drawings, or renderings of the Project that Customer publishes online and/or on social media (e.g., Facebook, Instagram, Pinterest, etc.). This provision is not intended to apply to photographs, drawings, or renderings where the display of the Services (or completed Project) is incidental.

 **Access to the Property**. If applicable, Customer shall make the property available to SCS’s representatives and/or any contractors/vendors Customer hires to perform work on the Project, including, as necessary, the provision of a key, access code, and/or other access-granting device. Customer shall also remove all unsafe conditions from the Property (or at least notify SCS of such conditions) that could harm SCS’s representatives, including, but not limited to, ensuring that all of Customer’s animals are adequately restrained or are otherwise incapable of interacting with any individual performing the Services. If SCS is, at any time, unable to gain access to the Property to perform any previously scheduled Services because of a denial of access or the presence of a dangerous condition, Customer shall be charged $150, or the time spent traveling to and from the Property, whichever is *greater*.

 **Post-Completion Photography**. In SCS’s sole discretion, at the conclusion of the Project, Customer shall permit SCS to schedule a professional photographer to style and shoot the completed Project (at SCS’s sole expense).

 **Independent Contractor**. At all times during the pendency of the Project, SCS shall be and remain an independent contractor within the meaning of California law.

 **SCS’s Limited Warranty**. SCS warrants and represents that it will perform the Services in a professional manner, in accordance with reasonable industry standards, and in conformance with the explicit specifications contained in this Agreement. THIS WARRANTY SHALL BE THE EXCLUSIVE WARRANTY AVAILABLE TO CLIENT. ROSEMARY ROAD MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND/OR MERCHANTABILITY.

 **Other Warranties**. While SCS makes no warranties other than the ones expressly stated above, Customer shall have the benefit of all warranties and guarantees issued to Customer either by operation of law, or by suppliers, manufacturers, vendors, or contractors that Customer contracts with to effectuate any aspects of the design concept for the Project. Customer shall be solely responsible for enforcing such warranties/guarantees.

 **Customer Acknowledgements**. Customer acknowledges and agrees to all of the following:

 **Results Not Guaranteed**. While SCS will perform its Services in a professional manner and apply its efforts to meet Customer’s design goals, taking into account Customer’s stated budget, design requirements, and decorating preferences, Customer acknowledges and agrees that SCS has not provided any guarantees or assurances that Customer will be happy or satisfied with the final results of the Project.

 **Natural Variations**. Customer acknowledges and agrees that colors, fabrics, and other materials often look different online and in photographs than they do in the physical world, and therefore Customer agrees that it shall not hold SCS responsible for any non-conformity or deviation between the items Customer approves and the items Customer receives.

 **Not Responsible for Work of Contractors, Trades, Vendors, Etc.** Customer acknowledges and agrees that under no circumstances shall SCS shall bear any liability for any actions or inactions of third parties—e.g., contractors, licensed professionals, trades, vendors, etc.—whether recommended to Customer by SCS or otherwise.

 **No Reliance on Materials Outside of this Agreement**. Customer acknowledges and agrees that while SCS may, from time to time, publish or otherwise disseminate non-identifying information aimed marketing SCS’s professional services to Customer or serving as conceptual examples or options, such material is: (i) provided to Customer for information purposes only; (ii) not intended to constitute a promise or guarantee; and (iii) not intended to be solely relied upon by Customer in making ultimate decisions regarding the Project.

 **Force Majeure**. Subject to the limitations contained in this provision, neither Party shall be held liable or responsible for any failure or delay in the performance of their obligations under this Agreement if any of the following events or circumstances occurs: (i) acts of God; (ii) fire; (iii) flood; (iv) earthquake; (v) war; (vi) terrorism; (vii) civil unrest; or (viii) governmental actions, such as declarations of states of emergency (collectively, “Force Majeure Events”). A Force Majeure Event shall *not* excuse a Party’s timely performance under this Agreement unless: (a) the Force Majeure Event renders the affected Party’s performance impossible or impracticable; and (b) the affected Party had no role in causing or exacerbating the Force Majeure Event. If a Force Majeure Event occurs, the affected Party shall promptly notify the other Party in writing and provide reasonable details of the event and its anticipated impact on the performance of their obligations. The affected Party shall use commercially reasonable efforts to minimize the impact of the Force Majeure Event on the performance of its obligations, and the time for performance shall be extended for a period equal to the duration of the Force Majeure Event. If, however, the Force Majeure Event continues for a period of more than 90 calendar days, either Party may terminate this Agreement upon written notice to the other Party, without any liability, except for payment obligations accrued up to the date of termination.

 **Indemnification**. Customer shall indemnify, protect, and hold SCS harmless from any claims, demands, administrative/regulatory complaints, damages, suits, losses, costs, expenses, liabilities, judgments, and/or causes of action (including attorneys’ fees and costs) arising directly or indirectly from: (i) Customer’s actions or inactions, including Customer’s breach of any provision of this Agreement or illegal conduct; (ii) the actions or inactions, including the illegal conduct, of any tradesperson, contractor, vendor, or consultant who performed work on any portion of the Project (collectively, the “Claims”). If any Claims are made against SCS but not against Customer, then SCS shall have the right to select the attorneys of its choice to defend it. If any Claims are made against Customer and SCS, Customer must obtain SCS’s approval of the attorneys hired to defend the Parties. SCS may only deny such approval if reasonable under the circumstances.

 **Limitation on Damages**. Customer acknowledges and agrees that its exclusive remedy for all damages, suits, losses, costs, expenses, liabilities, judgments, and/or causes of action (including attorneys’ fees and costs) arising from or related to SCS’s Services shall not exceed the amount of compensation that SCS has received, requested, or would be entitled to receive or request under this Agreement. If a court of competent jurisdiction or an arbitrator deems this provision unenforceable, the court or arbitrator shall determine that the Parties’ intent was to limit such damages as much as the law will permit. Customer further acknowledges and agrees that Customer shall not, under any circumstances, hold SCS or any of SCS’s officers, agents, or anyone else involved in the performance of the Services liable for any direct, indirect, incidental, special, or consequential damages that result from any mistakes, omissions, or alleged wrongdoing committed by SCS.

 **General Provisions**. In addition to the foregoing, the Parties agree as follows:

 **Assignment**. This Agreement is personal to the Parties, and neither Party may, therefore, assign any of their rights or obligations under this Agreement to any third party without the other Party’s express written consent.

 **Notices**. All notices required under this Agreement shall be in writing and shall be delivered to the addresses set forth below (or any subsequent address provided in writing by a Party) via: (i) certified mail, return receipt requested; (ii) personal delivery if accompanied by proof of delivery; (iii) a nationally recognized delivery service (e.g., Federal Express, United Parcel Service, etc.) requiring proof of delivery; or (iv) electronic mail.

Notice to SCS

c/o Kris Riddle and Brooke Wojcik

2430 Camino Oleada

San Clemente, CA 92673

kris@rosemaryroadinteriors.com

brooke@rosemaryroadinteriors.com

Notice to Customer

34569 Main Street

Aliso Viejo, CA 92656

test@testing.com

 **Right to Contract**. The Parties represent that each has the requisite authority and legal right to enter into this Agreement, and that their signing of and performance of their obligations under this Agreement will not: (i) conflict with, violate, result in a breach of, result in a termination or cancellation of, or constitute a default in or under any other agreement to which either is party, or by which they or any of their assets may be bound; (ii) violate any order, writ, injunction, decree, judgment, or ruling of any court or governmental authority; or (iii) violate any federal, state, or local laws, ordinances, regulations, or rules.

 **Waiver**. No breach of any provision(s) in this Agreement can be waived unless done so in writing and signed by the Parties. Waiver of any one provision of this Agreement shall not be deemed to be a waiver of any other provision, nor shall a waiver of a specific provision on any particular occasion be deemed a permanent waiver of that provision.

 **Headings**. The section headings that appear throughout this Agreement have been provided solely for the convenience of the Parties, and do not define or limit the scope of any provision. Consequently, the headings shall not be considered when interpreting this Agreement.

 **Interpretation/Arm’s Length**. The Parties acknowledge and agree that they entered into this Agreement knowingly and voluntarily, at arms’ length, and with a full understanding of the legal significance and ramifications for doing so. The Parties therefore agree that any rule of law or legal decision that would require interpretation of this Agreement against the Party that drafted it, including Civil Code section 1654, shall not be applicable, and in fact is irrevocably and unconditionally waived.

 **Attorneys’ Fees**. If any legal action is brought to enforce and/or interpret this Agreement, the prevailing party shall be entitled to recover his/her/its reasonable attorneys’ fees and costs incurred in that action.

 **Applicable Law/Jurisdiction and Venue**. This Agreement shall be governed by and construed in accordance with the laws of the State of California with venue in the County of Orange.

 **Severability**. If all or part of any provision in this Agreement becomes or is declared by a court/arbitrator of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without such language. If, however, the absence of such language materially alters the rights, limitations, or obligations of the Parties, the above-referenced court/arbitrator shall determine each Party’s rights, limitations, and obligations according to the intent of this Agreement when considered as a whole.

 **No Third-Party Beneficiary**. Nothing in this Agreement is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties and their permitted respective successors and assigns. No provision of this Agreement shall give any third parties any right of subrogation or action over or against the Parties.

 **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties concerning the subject matter set forth in this Agreement, and supersedes all previous agreements, either written or oral, concerning such subject matter. The Parties acknowledge that no Party has made any representations, warranties, agreements, or covenants that are not expressly set forth in this Agreement, and that this Agreement may only be amended or modified by a written document signed by the Parties.

 **Counterparts** This Agreement may be signed in counterparts, any of which may be signed and transmitted electronically, each of which shall be deemed an original, and all of which shall, when taken together, constitute a single document.

The Parties have entered into this Agreement as of the February 1, 2024.

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| **SCORPION CLEANING SERVICE, INC.**By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature |