



Maryland Home Improvement Contract #

Contractor

Curbio Inc.
11325 Seven Locks Road
Potomac, MD 20854
MD MHIC License Number: 102019

Homeowner

<<Owner's Name>>

Property Address

<<Address 1>>

<<Address 2>>

<<City, State Zip>>

<<County>>

Owner's Address

<<Address 1>>

<<Address 2>>

<<City, State Zip>>

<<County>>

Real Estate Agent

<<Agent name>>

<<Agent Brokerage>>

<<Agent phone>>

<<Agent email>>

Estimated Start Date

Project starts upon receipt of signed contract with on-site work typically starting within 5 business days of contract signing.

Estimated Weeks to Complete

<<weeks to complete>>

Total Project Cost

<<Total project cost>>

Payment Terms

No deposit required. Payment in full is due at the **earlier** of: (i) the sale of the property; or (ii) twelve months from contract signing, subject to the terms and conditions set forth in this Contract.

Scope of Services

1. Curbio Inc. (the "Contractor") agrees to provide, and Owner agrees to pay for, the included Home Improvement Services, (the "Services"), subject to and in accordance with the terms, conditions, and representations set forth in this Contract.
2. All materials provided under the Contract shall be new and as specified. Contractor may, in its discretion, change or substitute materials to be used in the work prescribed provided all substituted materials are of like kind and quality. All surplus materials, other than materials left for future maintenance, repairs, or touch-up work, shall remain the property of Contractor.
3. All work done under this Contract shall be done in accordance with applicable codes and shall meet or exceed the standards set by the Residential Construction Performance Guidelines of the National Association of Home Builders. Contractor will remove all debris resulting from work done and leave areas where work was performed in a "broom clean" condition.
4. Contractor is not a real estate agent and is not qualified to assess the value of real estate. Any "as-is", ARV or comparable market data is included for information purposes only. We make no suggestions, representation or guarantees of any kind related to the value of homes or the impact that our Services may have on the value of any homes. Owner hereby agrees to hold Contractor harmless for Owner's reliance on such.
5. Contractor will secure all permits and licenses required to complete the Services, at the expense of Owner. All permit fees and costs associated with obtaining the permit(s) will be added to the final Home Improvement Services contract amount.

Change Orders

1. Changes to the Services shall require a written Change Order signed by both parties or accepted by both parties in the Curbio app, reflecting the price of the Change Order, the adjusted total contract price, and the adjusted project completion time, if any. Both parties agree to approve Change Orders for any work that is identified during the performance of the Services, that are required to complete the Services, satisfy permit work, remain in compliance with required building codes or in the case of home sellers, put the home on the market. Examples of this include rot, outdated or defective in-the-wall plumbing and/or electrical or water or mold remediation. All other Change Orders

must be approved by both parties and other than noted above, Contractor shall be under no obligation to accept any Change Order.

Homeowner Obligations

1. Owner agrees to be represented by a licensed real estate agent (hereinafter called "Listing Agent") of Owner's choosing without interruption.

2. Until such time as all amounts owed by Owner to Contractor are paid in full, Owner agrees to the following:

a) to instruct Listing Agent to list the Home for sale on a local Multiple Listing Service ("MLS") no later than five (5) business days from the Notice of Completion, and to keep the Home listed for sale continuously from the date upon which it is first listed on the MLS. In the event that a home sale contract has been ratified and delivered to the offeror, the status of the Home may be changed to "under contract" on the MLS, provided that if the home sale contract is cancelled for any reason prior to the completion of the sale and payment of all sums owed to Contractor by Owner, Owner shall instruct Owner's Agent to immediately change the status of the Home to "for sale" on the MLS.

b) to irrevocably and expressly authorize, direct, and grant permission to Listing Agent (named herein or thereafter subsequently selected by Owner) to provide to Curbio any and all necessary details in regards to the potential sale of the Home including any conversations related to the sale of the Home, offers to purchase the Home (whether oral or written and whether accepted or declined), copies of any and all Purchase and Sale Agreements and the name and contact information of the settlement and escrow company conducting the sale.

c) that their signature below is authorization to the settlement and escrow company conducting the sale of the Home to remit the balance due to pay Curbio in full as determined above. Owner shall submit or otherwise authorize and instruct Curbio to submit a copy of Contractor's invoice to the settlement company conducting the sale of the Home.

d) shall Owner cause or permit to be caused any action which prevents Contractor from working on the Home during normal business days, without prior written consent of Contractor, whether by breach of the terms of this Contract, not providing access, not providing proper site conditions or not completing prerequisite homeowner agreed upon work, etc., Owner shall pay to Contractor a sum of \$250 per day as liquidated damages for every full or partial day that Contractor is unable to work, which amount shall be added to the total contract amount.

e) to maintain homeowner's insurance that will cover the replacement costs needed to maintain the same net equity value on the date of this contract (hereinafter the "Owner's Policy") continuously from the date of this Contract until Contractor has been paid in full for the Services. Owner further agrees to provide Contractor with proof of said insurance within **5 business** days of a written request from Contractor.

f) in the event any casualty reduces the net equity value of the Home as of the date of this contract, any payment paid by an Insurer shall be property of Contractor, up to the amount due and owing to Contractor for the Services rendered hereunder, unless Owner otherwise pays in full for Contractor's services. In the event a casualty event takes place which substantially damages the Home, Contractor may, at its option, terminate this Agreement and be paid directly from any payment from the Insurer for the amount due and owing to Contractor for the Services rendered hereunder.

g) not to allow any voluntary liens, mortgages, or other encumbrances to be placed on the Home without Contractor's written permission, and to immediately notify Contractor if any involuntary liens or other encumbrances are placed on the Home.

h) not to perform, or direct or permit any other party to perform, any home repairs, updates, or improvements on the Home, or otherwise perform any construction work on the Home, that will or may cause a delay to Contractor's completion date or interfere in any way with Contractor's work. Contractor must be notified in writing of any work to be performed by anyone other than Contractor.

i) will not solicit for hire, directly or indirectly, any of Contractor's employees or subcontractors.

General Terms

1. Owner warrants and represents that he/she/they own the property at which the Services are to be rendered and that he/she/they have the legal right to transfer ownership of the property. In the event that Contractor becomes aware of information which indicates that Owner does not have the legal right to transfer ownership of the property, Contractor may, at its sole and absolute discretion, discontinue providing any further services in connection with this Contract and to demand immediate payment in full for any services already provided.

2. Owner warrants and represents that he/she/they are not currently in bankruptcy nor are there any pending bankruptcies as of the date of this Contract.

3. Owner acknowledges, understands and agrees that Owner is responsible for any and all charges and/or amounts due Contractor under the Contract, regardless of insurance or potential third-party payment.

4. To the best of Owner's knowledge, he/she/they are not aware of any improvements to the Property, including but not limited to, decks, basements, room additions, plumbing, electrical systems, and roofing, that were made without first obtaining all required building permits, licenses, and other approvals, if any.

5. There shall be excluded from the computation of any period of time set forth herein by Contractor any delays due to "force majeure" which shall mean strikes, riots, acts of God, acts of terrorism, shortages of labor or materials, war, governmental laws, regulations or restrictions, inclement weather, or any other causes which are beyond the reasonable control of such party despite its due diligence.

6. The Maryland Home Improvement Commission ("MHIC") address is: 500 North Calvert Street, Baltimore, MD 21202, phone: (410) 230-6309 website: www.dllr.state.md.us/license/mhic/. Each contractor and subcontractor must hold a current MHIC License; anyone can ask the MHIC about any contractor or subcontractor; formal mediation of disputes between Owner and contractors is available through the MHIC; the MHIC administers the Guaranty Fund which may compensate Owner for certain, actual losses caused by acts and omissions of licensed contractors; and an Owner may request a contractor to purchase a performance bond for additional protection not covered by the Guaranty Fund.

7. Any actions taken by Contractor shall not be construed as a waiver of any provision of this Contract. For example: (a) Contractor retains business discretion on how it chooses to handle default under the terms of this Contract. Contractor's decision to not enforce any default provision at any particular time does not waive its right to enforce any such provision for the same or other defaults and (b) Minor adjustments or services that are provided in the interest of Owner relations shall not be construed against Contractor as acknowledgement of a responsibility to perform this work or an admission of failure to complete.

8. Contractor agrees that as part of this Contract that it shall maintain commercial liability insurance covering personal injury in an amount of not less than \$1,000,000.00 and property damage in an amount of not less than \$1,000,000.00 and shall maintain the same throughout the course of performing the Services under the Contract.

9. To the Owner's best knowledge, the Home does not contain lead-based paint. In the event that Contractor encounters lead based paint, asbestos, polychlorinated biphenyl (PCB), radon or any other hazardous material, then Contractor, in its sole discretion, shall be entitled to immediately stop work and Owner shall be responsible for the testing, removal, disposal, or rendering harmless of such material. Contractor shall not resume work on the Home until satisfactory evidence has been provided that and all hazardous materials have properly removed and remediated. Owner agrees to hold

Contractor harmless as to any liability resulting from such material including reimbursement of additional material costs of Contractor and lost profits.

10. Contractor assumes no responsibility or liability for pre-existing property or buildings meeting building, zoning and/or Owners' association code requirements. Additional work required to meet such requirements, if any, shall be the sole responsibility of Owner and Owner agrees to be assessed any such additional charges by a Change Order. In the event permission is required to do any work per the Contract due to property restrictions, codes and/or laws or otherwise, it shall be the sole responsibility of Owner to obtain such permission. Any and all charges associated with meeting codes, restrictions, laws and otherwise will be borne by Owner.

11. No claims for compensation or damages for errors, omissions, or defects in materials or workmanship shall be made by Owner unless Contractor is notified in writing of such claims within thirty (30) days from the Notice of Completion. If any such claims are valid, Contractor's sole liability shall be limited to the reasonable cost of correcting the claims. Additionally, Contractor shall not be responsible or liable for any claims of consequential damages arising therefrom. Contractor shall have an absolute right to return to the property and premises to perform remedial repairs during regular business hours. If Owner refuses to allow Contractor to return for these purposes, Contractor shall be excused from further performance and deemed to have completely performed the Contract in a Satisfactory Manner, and Owner shall be liable and responsible for any payment and/or balance due under the Contract.

12. Owner understands and agrees that Contractor may pay for the cost of certain third-party Vendor Services (staging, moving, etc.) at Owner's request. These Vendor Services shall be itemized in the Services. Contractor has no specialized knowledge concerning Vendor Services. Contractor has not made any representations to Owner or Listing Agent regarding the Vendor Services provided.

13. Owner agrees that it shall not hold Contractor liable for any acts of Vendors including breach of contract, property damage, personal injury or other damages. Owner hereby acknowledges and agrees that Contractor does not warrant Vendors work.

14. Contractor reserves the right to file and record a mechanic's lien ("Lien") against the Home in the county where the Home is located, if needed to secure payment. Contractor agrees to release the Lien concurrent with closing and payment of the full balance owed under this Contract. Contractor agrees to formally release the Lien with any reporting agencies within ten (10) days from receipt of full payment.

15. The failure of Owner to adhere to any of the terms of this Contract will constitute an act of default. In the event of default, interest will accrue on any unpaid balance at the

rate of 18% per annum as well as any and all liquidated damages as stated in this Contract. In the event that legal action is initiated, Owner agrees to pay any and all outstanding amounts due plus counsel fees and costs of litigation which include but are not limited to filing fees, expert witness fees, arbitration fees, mediation fees and process serving fees. Contractor shall be entitled to foreclose on the lien or sue for breach of contract, in addition to any additional legal action available to remedy the default.

16. If Owner terminates this Contract at any time prior to completion, for any reason, Owner shall pay to Contractor, within five (5) business days, all amounts owed to Contractor up to the time of termination. In addition to the amount owed to Contractor, Owner shall be responsible for the costs of all materials ordered, whether they have been installed or not at the time of termination, any and all permit and permit related fees, as well as all amounts Contractor has paid or is required to pay to its subcontractors for completed or scheduled work. Contractor shall have fifteen (15) business days from termination to remove any and all materials from the property.

17. This Contract shall be binding on the Parties, their respective heirs, representatives, successors, and assigns. It is expressly agreed between the Parties that this is the only Contract executed by them and no other Contract, whether express, implied, oral, or written, exists. Any subsequent modifications or additions to this Contract must be in writing and signed by the Parties hereto.

18. If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Agreement shall remain operative and binding on the Parties.

19. This Contract shall be governed by the laws of the State of Maryland.

20. OWNER AGREES TO ACT IN GOOD FAITH TO FACILITATE COMPLETION OF THE SERVICES AND SALE AND SETTLEMENT OF THE HOME IN A TIMELY MANNER.

IN WITNESS HEREOF, the Parties set their signatures and seals as of this ____ day of _____, 2022.

Curbio Inc.:

By: <<Curbio Representative>>
Title: <<Curbio Representative
Title>>

Owner:

_ <<Owner 1>>

_ <<Owner 2>>