



Terms of Service

Please carefully review this agreement prior to signing. Use of our service constitutes an acceptance of these terms of service. By engaging The Nest Organizer LLC services by any means including but not limited to telephone, e-mail, or The Nest Organizer LLC website, the client agrees to be bound by The Nest Organizer LLC terms of service.

0 Summary

- 0.1 The client hereby accepts the following terms and conditions. The Nest Organizer LLC agrees to provide residential and commercial organization and de-cluttering services at an address specified by the customer.

1 Definitions

- 1.1 Subject to the terms of this agreement The Nest Organizer LLC, herein referred to as the Organizer/s, agrees to provide organizational and de-cluttering services at an address/premise specified by the customer, herein referred to as the Client.

2 Description of Organization/De-cluttering Services

- 2.1 During the organizational and decluttering services The Client maintains process ownership. The Organizer/s can make recommendations, but the final decision on such matters belongs to the Client.
- 2.2 The current hourly rate for organizational services including Discount Service Bundles will be listed on The Nest Organizers LLC website and subject to change without notice.
- 2.3 Communication after the Service for assistance or advice about maintenance or organizational systems will be billed at the current hourly rate.
- 2.4 The Nest Organizer LLC lists its service area on the website, Service outside the service area will incur time and travel fees. Said fees must be agreed upon prior to booking.
- 2.5 The Nest Organizer LLC offers current and former Clients a \$25 referral credit towards future Service for any referral which results in a minimum 3 hour booking.
- 2.6 The Service provided will be only for the service options agreed upon by the Client at the time of booking, unless otherwise agreed upon by both Parties.
- 2.7 The service options provided are limited to home organization, de-cluttering, donation removal, personal shopping, advice and education on organizational practices but does not include cleaning or interior design services.
- 2.8 Additional service options requested by the Client remain separate from contracted services and will be charged accordingly.

- 2.9 The Nest Organizer LLC reserves the right to cancel Service at any time, for any reason without advance notification.
- 2.10 Bookings are made at the request of the Client, the Organizer/s will make best efforts to arrive at the time specified. The Client agrees to be at the location at the scheduled time of service and acknowledges that the Service time begins upon the Organizer/s arrival at specified location.
- 2.11 The Nest Organizer LLC agrees that all services will be carried out by trained Organizer/s.
- 2.12 The Nest Organizer LLC will attempt to accommodate regular Clients by assigning the same team of Organizer/s. However, The Nest Organizer LLC reserves the right to change the Organizer/s at its own discretion.
- 2.13 The Nest Organizer LLC reserves the right to suspend Service if payments are not made on or before the date and time of Service.
- 2.14 Time estimates are provided based on average time it takes to organize a home, room or office of similar size and condition. Organizer/s will do their best to complete the Service in a timely manner; however, all Parties agree that time is not the only consideration to complete the agreed-upon Service. Organizer/s will take into consideration the Client's emotional, physical and mental needs and Organizer/s will adjust their speed of work at their discretion.
- 2.15 At the Client's request and for an additional fee, The Nest Organizer LLC will dispose of de-cluttered items. The Nest Organizer LLC will at its Client's request remove and transport items to an appropriate disposal location such as a donation site, recycle or trash disposal location. The Client releases all rights to any property The Nest Organizer LLC is directed to dispose of. The Client acknowledges that any item taken at the Client's request for disposal The Nest Organizer LLC will dispose of at its sole discretion and without liability.
- 2.16 At the Client's request and for an additional fee, The Nest Organizer LLC will research, purchase and deliver organizational products such as totes, storage bins, folders, shelves etc. Research and shopping fees are charged at the hourly rate and any purchased products must be paid in full at the time of delivery. The Client agrees that The Nest Organizer LLC will not deliver products without payment in full.
- 2.17 The Client agrees to be present during the time of Service unless otherwise agreed upon in writing. In addition any areas affecting other family member or persons (over the age of 18) must be agreed upon by said persons in advance and in writing. The Organizer/s will not work directly with anyone under the age of 18. If there are minors in the home the Client agrees to provide appropriate childcare during Service and will not leave minors unattended with the Organizer/s.
- 2.18 The Nest Organizer LLC operates with reliance on the good faith of the Client and has no liability for any action taken at the request of the Client.

3 Alterations Or Additions to Service

- 3.1 The Nest Organizer LLC may adjust scope of the Service outlined in the booking without prior written approval of the Client at any time for any reason.
- 3.2 The Nest Organizer LLC does not perform any services for free; all services must be agreed to and paid for prior to the service being performed. If the Client requires any additional service options at the time of

Service, the Client must speak with an authorized representative of The Nest Organizer LLC to gain approval and payment must be made before additional service can commence.

4 Duration of Work

- 4.1 The Nest Organizer LLC is the sole decision-maker when it comes to the duration of work.
- 4.2 If Organizer/s is unable to perform the agreed upon Service within a reasonable amount of time, Organizer/s will schedule a new appointment to complete the Service.
- 4.3 The Nest Organizer LLC requires a minimum of 3 hours and maximum of 9 hours of Service per day. Both Parties agree that a reasonable work day consists of 9 hours per day.

5 Job Estimates/Quotation

- 5.1 Any price quoted by The Nest Organizer LLC is an estimate only based on the Organizer/s experience, without inspection, and based on information provided by the Client. Subject to this clause any quotes for Service are valid only for a period of 10 days from the date of the quotation.
- 5.2 If before the beginning or in the course of providing the Service, it becomes apparent that the actual cost of the Service will exceed the quote, The Nest Organizer LLC will provide the client with the option to pay either an increased fee or to pay the quoted amount without the Service being completed.

6 Booking

- 6.1 Clients may at their discretion make a booking either over the phone, in person or on the website.
- 6.2 At the time of booking the Client must provide details of any hazards on the premise including but not limited to slippery surfaces, risks, dangers or legally prohibited items.
- 6.3 Agents or employees of The Nest Organizer LLC will not handle the following items: Irreplaceable items, highly valuable items (value over \$500), sex toys, pornography, illegal drugs or paraphernalia, prescription drugs or weapons of any kind. These items must be stored and secured in an alternate location prior to the Organizer/s arrival. If the Organizer/s discovers any of these items in the area of work the Organizer/s will leave the area until the Client has properly secured the item.
- 6.4 The Nest Organizer LLC will provide a booking form/invoice at the time of booking.
- 6.5 The Nest Organizer LLC reserves the right to not accept a booking for any reason.
- 6.6 The Nest Organizer LLC will only operate on Saturdays, Sundays or federal holidays at an increased hourly rate and with prior agreement by both Parties.

7 Payment

- 7.1 Payments are accepted via credit card or cash, The Nest Organizer LLC does not accept checks. Subsequently declined credit card charges will incur a \$50 penalty for administrative costs.
- 7.2 The Nest Organizer LLC requires a \$50 deposit at the time of booking, deposits are refundable only until 24 hours before scheduled Service time.
- 7.3 The Client agrees to pay the remaining Service balance prior to work commencing.

7.4 Hourly Service Bundles must be paid in full at time of purchase. Refunds will be pro-rated to the standard hourly rate based on the amount of hours already used by the Client.

7.5 Refunds for any Service not rendered by The Nest Organizer LLC will be returned within three business days.

7.6 Any discount or coupon offered by The Nest Organizer LLC is subject to change or cancellation at any for any reason.

8 Access to Premises

8.1 The Client must provide unencumbered access to the location listed in the booking for Organizer/s to provide agreed-upon Service. If unencumbered access is not provided the Client agrees to pay a \$50 penalty for administrative and travel costs. Initial deposit will not be applied to next booking.

9 Breakage, Damage, Theft, Accidents

9.1 The Client must inform The Nest Organizer LLC of any incident where an accident, breakage, damage to property or theft has occurred, (which was do to any act of The Nest Organizer LLC or its employees) in writing, within 24 hours of completion of the Service.

9.2 Client waives the right to claim any loss for any incident that is not reported to The Nest Organizer LLC within 24 hours of completion of the Service.

10 Good-Faith

10.1 All Parties in this agreement shall act with the utmost of good-faith between each other in all matters concerning this agreement. Further the Parties shall use their best efforts to ensure that the objectives of this agreement are met. The Nest Organizer LLC operates with reliance on good faith of the Client and has no liability for any action taken at the Client's request.

11 Cancellation

11.1 The Client must provide The Nest Organizer LLC with a minimum of 24 hours notice prior to the Service date if they wish to suspend, postpone or cancel the Service for any reason. In the event that notice is given The Nest Organizer LLC will attempt to reschedule the Service based on availability. Initial deposit will be applied to the next booking.

11.2 If the Client does not provide 24 hours notice prior to the Service date the Client agrees to pay a cancellation fee of \$50 for administrative costs. The Nest Organizer LLC will not attempt to reschedule the Service and initial \$50 deposit will not be applied to the next booking.

11.3 The Nest Organizer LLC reserves the right to cancel the Service at any time for any reason, including while at the location.

12 Force Majeure

12.1 The Nest Organizer LLC will not be liable for any delay or any failure to perform any duty or obligation under this agreement for any cause beyond The Nest Organizer LLCs reasonable control including, but not limited to, any of the following. Unavailability of employees, strikes, lockouts or other industrial action, sabotage, terrorism, civil commotion, riot, political disturbance, invasion, war, threat or

preparation for war, fire, explosion, storm, flood, natural disaster, inability to access motor transport, pandemic or any action of state or local government having jurisdiction over either Party.

13 Indemnification

13.1 While The Nest Organizer LLC will use its best practices to ensure the highest standard of work; however, no warranty can be given by The Nest Organizer LLC with respect to the Service performed. Accordingly the Client agrees to waive all claims for any harm or loss including consequential losses which it may substantially have against The Nest Organizer LLC, its employees, agents and any other persons connected to the work, or any claims arising from any cause whatsoever.

13.2 All legal costs incurred by The Nest Organizer LLC in connection with a demand actions, arbitrations or other proceedings shall be borne by the Client.

14 Intellectual Property

14.1 The Nest Organizer LLC retains all copyright, title and interest in any document produced or any process devised by The Nest Organizer LLC.

14.2 All audio/video/photos will be the property of The Nest Organizer LLC and may be used for any purpose. If Client signs a photo release form, those photos may be used by The Nest Organizer LLC for any purpose without liability.

15 Amendments

15.1 No variation or amendment of these terms and provisions of this agreement shall have any force or effect unless the same are reduced to writing and such amending document is signed by all Parties.

15.2 The Nest Organizer LLC reserves the right to update or modify terms of service at any time without prior notice, and will do so by publishing an updated terms of service on its website. Each updated terms of service will take affect 24 hours after it has been published on the website.

15.3 The Client agrees that any services rendered following any such change, constitutes their agreement to follow and be bound by the new terms of service.

16 Safety and Risks

16.1 The Client agrees that The Nest Organizer LLC and their employees are entitled to undertake a job safety analysis before the commencement of any Service.

16.2 At The Nest Organizer LLC's sole discretion, either before or during the agreed-upon Service, the Organizer/s may cease using materials or equipment provided by the Client if they pose a risk to health and safety.

16.3 At The Nest Organizer LLC's sole discretion, either before or during agreed-upon Service the Organizer/s may at their absolute discretion discontinue service and leave the area if they believe there is any risk to health or safety of any Party.

17 Mediation

17.1 The Client shall give The Nest Organizer LLC twenty working days to remedy any cause for

complaint.

17.2 Both Parties agree that any legal action must be resolved in Uintah County 8th District Court or Uintah County Small Claims Court.

17.3 Any disputes arising out of this contract shall be placed in mediation within the state of Utah. The decision of the mediator shall be final. Until the mediator formally closes the hearing, either Party shall have the right by written notice to specify further disputes or differences under this contract. The mediator may grant any relief which he or she deems necessary, just and equitable which is within the scope of the agreement, including but not limited to specific performance or awards made in pursuance to this clause which may include a reasonable allowance for attorneys fees.

18 Limitations of Liability

18.1 In a circumstance where the Client is entitled to recover damages from The Nest Organizer LLC, The Nest Organizer LLC is liable for no more than the amount of actual direct damages up to the total amount paid by the Client under this terms of service.

18.2 Neither Party will be liable for any indirect loss or damage.

18.3 Recommendations made by The Nest Organizer LLC to the Client during the term of the agreement will be for the Clients use only. The Nest Organizer LLC will not be liable for any loss suffered by a third party who was supplied with information contrary to this provision.

18.4 Both Parties agree that all The Nest Organizer LLCs obligations will cease upon completion of the agreed-upon Service, and there will be no direct or indirect liability for the effect of any product or process.

19 General Conditions

19.1 Neither Party may bind the other in any way. Neither Party may assign or cede any benefit, obligation or interest they may have in the contract to any other person without prior written consent of The Nest Organizer LLC. Neither Party has waived or is precluded in any way from exercising any right under or arising out of this agreement for any reason, including but not limited to a grant of extension or indulgency to either Party in reference to, performance or any other obligation under this terms of service agreement, neither by having failed to enforce, or delayed enforcing any right of action against the other Party.

19.2 If any part of this agreement is found to be invalid for any reason such clause will be severable and will not invalidate the remainder.

19.3 Neither Party grants the other the right to use its trademarks, trade names, logos or other such designations for any promotion or publication without prior written consent.

19.4 Once agreed-upon and signed, any reproduction of this agreement or part thereof made by reliable means such as photocopy, facsimile or electronic copy is to be considered an original.

20 Confidentiality

20.1 The Client acknowledges that any information provided to The Nest Organizer LLC may be used for the purpose of providing the Service. The Nest Organizer LLC agrees not to share any information

provided by the Client with any party not directly involved in this agreement, unless required to do so by law.

- 20.2 The Client agrees to The Nest Organizer LLC communicating with them electronically or by other means to provide the Service. The Nest Organizer LLC will take reasonable precautions to protect personal information from loss, misuse or unauthorized access.

21 Client Representations and Warranties

- 21.1 The Client warrants that: it will provide a safe work environment at the agreed-upon location at which the Organizer/s is to perform the Service. The Nest Organizer LLC and their employees/agents will have unencumbered and unobstructed access to those areas of the premises required to perform the Service. The Client will provide The Nest Organizer LLC and their employees/agents with access to all services and utilities including restroom facilities, electricity, garbage bags and bins as required by the The Nest Organizer LLC or their employees/agents to perform the Service.
- 21.2 The Client agrees to be present and available to participate in the process without interruption. The Client agrees to remove all distractions possible during the Service time to maximize efficiency and avoid confusion.
- 21.3 The Nest Organizer LLC's equipment and materials remain the property of The Nest Organizer LLC.
- 21.4 The Client will advise The Nest Organizer LLC, prior to commencement of Service, of any hazards, slippery surfaces, risks, dangers or legally prohibited items.
- 21.5 The Nest Organizer LLC is authorized to use the premises in order to provide the Service described in the agreement, if the Client requires The Nest Organizer LLC or their employees/agents to access items under or behind any obstruction such as a fridge, bookshelf, or other furniture, it will move those obstructions prior to commencement of the Service. The Client further agrees to secure or remove any fragile, delicate, breakable or valuable items, including cash, jewelry, works of art, antiques or any item of sentimental value prior to the commencement of the Service.

22 Complaints

- 22.1 If the Client is dissatisfied for any reason with the Services provided, they must inform The Nest Organizer LLC within 24 hours of Service completion. The Nest Organizer LLC strives to achieve 100% Client satisfaction and will attempt to resolve the problem quickly and efficiently.
- 22.2 The Client after providing written notice shall give The Nest Organizer LLC twenty working days to remedy any cause for complaint.
- 22.3 The Nest Organizer LLC may, at its own discretion offer the Client either one of the following: partial refund, a repetition of the specified Service without charge, or other remedy deemed appropriate by The Nest Organizer LLC. Full refunds are not offered for work that has been performed.

23 Exclusions and Limitations

- 23.1 The Nest Organizer LLC is not responsible for non-completion or providing Services if a breach of this agreement is made by the Client, including but not limited to failure to provide a safe working environment or access to the premises.

- 23.2 The Nest Organizer LLC is not responsible for any damages caused by neglect of the property or faulty or damaged area of said property.
- 23.3 The Nest Organizer LLC is not responsible to complete services if in its sole discretion it believes that doing so would violate the health and safety of any Party.
- 23.4 The Nest Organizer LLC is not responsible for any loss or damage incurred by or because of a Force Majeure, being any event beyond the reasonable control of The Nest Organizer LLC.
- 23.5 The Nest Organizer LLC is not responsible for completing the Service due to an act of omission of the Client or any other persons at the location while providing the Service.
- 23.6 The Nest Organizer LLC is not responsible for any loss incurred as result of breakage or damage to items of value if those items were not removed from the Service area prior to commencement of the contracted Service.
- 23.7 The Nest Organizer LLC is not responsible for any loss due to Client's requesting disposal or donation of any item.
- 23.8 The Client acknowledges that the results of any service provided may vary depending on a multitude of factors, and that The Nest Organizer LLC gives no guarantee as to the actual results of the Service.
- 23.9 The Nest Organizer LLC has no liability including liability from negligence to any persons for any loss or damage in relation to products or services provided by The Nest Organizer LLC resulting directly or indirectly from any kind of failure, deficit or deficiency in any of the products provided by The Nest Organizer LLC.

Clients: _____

Date: _____

The Nest Organizer LLC: _____

Date: _____

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