

**SAYVASERVICES LLC  
TERMS AND CONDITIONS**

**Client Name:** \_\_\_\_\_

**Client Address:** \_\_\_\_\_

**Client Phone:** \_\_\_\_\_ **Client Email:** \_\_\_\_\_

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**Recipient of Services**

☐ **Client**

☐ **Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

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**Services and Prices.** A current list of services and assistance offered to seniors by the Company (the “Services”) and the associated prices is appended hereto (the “Services List”). The Company, in its sole discretion, may revise the Services offered and/or modify the prices, from time to time, with or without notice to the Client. The Client may request a quote for any Services offered, and/or the most recent version of the Service List, at any time. When any Services are ordered or scheduled by the Client, the Company will quote the current price for such services.

**Payment for Services.** Payment is due in full at the time Services are provided and the Company presents the Client with an invoice therefore. The Company accepts cash, credit or debit cards, and personal checks made out to “SayvaServices LLC.”

**Cancellations and Re-Scheduling.** Once an appointment for Services is scheduled, the Client or the Recipient will inform the Company as soon as possible if it needs to be rescheduled or cancelled. Client shall be responsible for reimbursing the Company for any expenses incurred by the Company as a direct result of such cancellation or rescheduling (e.g. equipment rental fee, fee for driving time if the technician is en route to the customer site at the time of cancellation).

**Other Service Providers.** Client acknowledges that third party service providers other than the Company (“Other Service Providers”) may be needed to assist the Company with the performance of certain of the Services or to directly perform certain installation, repair, and maintenance services at the Recipient’s residence. Client acknowledges Client is responsible for directly compensating the Other Service Providers in accordance with the terms and conditions set forth in the respective agreements between Client or Recipient and such Other Service Providers. Client further acknowledges that while the Company may offer referrals to Other Service Providers, Client is solely responsible for performing due diligence with regard to both the qualifications and suitability of any Other Service Providers providing services to Recipient and that the Company and the representatives thereof are expressly not responsible for evaluating the suitability of any of the Other Service Providers. In the event Client is unhappy with the services provided by any of the Other Service Providers, Client agrees it is Client’s responsibility to modify or terminate Recipient’s relationship with any such Other Service Provider. In the event Client or Recipient desires to cancel or reschedule an appointment involving at least one Other Service Providers, Client is responsible for the

payment of any fees assessed by such Other Service Provider in connection with such cancellation or rescheduling.

**Limitations of Liability.**

- (a) The Company shall not be liable for any mistakes, discrepancies, falsehoods, or incompleteness in the information it receives from the Client and/or the Recipient. The Company shall not be liable to the Client, Recipient or any third party for any loss, damages, claims, expenses, including but not limited to attorneys' fees, arising out of or resulting from the Company's performance of the Services, or the lack thereof, if such loss, damage, claim or expense arises from or results from such mistakes, discrepancies, falsehoods or incompleteness in the information provided by the Client or the Recipient.
- (b) The Company is not liable for any mistakes, discrepancies, falsehoods, omissions, or incompleteness in the information, assessments, and documentation provided to the Company, Client or the Recipient by the Other Service Providers. The Company shall not be liable to Client, Recipient or any third party for any loss, damages, claims, and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the Other Service Providers' services or lack thereof. Client is responsible for performing due diligence relative to the qualifications and suitability of the Other Service Providers.
- (c) EACH PARTY'S LIABILITY TO THE OTHER UNDER THESE TERMS AND CONDITIONS SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. IN NO EVENT SHALL CLIENT, RECIPIENT AND CONTRACTOR BE LIABLE TO THE OTHER PARTIES FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES.

**Disputes.** Any irreconcilable controversy, dispute, misunderstanding, or claim arising out of or relating to the Services or these Terms and Conditions shall be subject to litigation. The Company and Client agree to the exclusive jurisdiction of any state or federal court located within the Commonwealth of Massachusetts. In the event of any dispute hereunder, the prevailing party shall be entitled to reasonable costs and fees incurred in prosecuting and/or settling such dispute, including reasonable attorney's fees.

**Entire Agreement.** These Terms and Conditions set forth the entire agreement between the Company and Client and supersedes all previous agreements between the parties, whether verbal or written, relating to the subject matter hereof. No alterations or modifications of any terms of these Terms and Conditions will be binding upon a party unless evidenced by a written amendment signed by the Company and Client.

**Applicable Law.** This Terms and Conditions will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

**SAVYASERVICES LLC**

**CLIENT:**

By: \_\_\_\_\_  
\_\_\_\_\_, Manager

\_\_\_\_\_  
[TYPE IN NAME OF CLIENT]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date