

SERVICE AGREEMENT

This Service Agreement (this “**Agreement**”) is a binding agreement between you (“**You**” or “**Your**”) and See Sarah Sew, LLC, a Pennsylvania limited liability company with offices located at 166 Camelot Drive, Chambersburg, Pennsylvania 17202 (“**Contractor**”) (each, a “**Party**” or collectively, the “**Parties**”).

BY CLICKING THE "SUBMIT" BUTTON, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE 21 YEARS OF AGE OR OLDER; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT COMPLETE OR SUBMIT THE ORDER FORM, OR PAY ANY FEES RELATED TO THIS AGREEMENT.

1. **Services.** Contractor shall provide You with the following services (the "**Services**"): longarm quilting, trimming and pieced backing if requested. Contractor shall provide the Services in accordance with the terms and subject to the conditions set forth in this Agreement.

2. **Compensation.**

2.1 **Flat Rate.** In consideration for the Services to be performed by Contractor, You shall pay to Contractor in accordance with the following fee schedule:

Service	Fee
Quilting*	\$0.02 per square inch
Batting	\$0.39 per square inch
Backing	\$10.00
Backing with Pattern Matching	\$20.00
Trimming	\$10.00

* The minimum fee for quilting is \$30.00.

2.2 **Payment Due.** You shall pay Contractor for the Services upon execution of this Agreement.

3. **Term.** This Agreement shall commence as of the date of this Agreement and shall continue thereafter until the completion of the Services unless sooner terminated pursuant to Section 4 below (the “**Term**”).

4. **Termination.** If You fail to pay Contractor any amount due hereunder, Contractor may terminate this Agreement, at Contractor's sole discretion, if You do not remedy the failure within 15 days after receipt of notice from Contractor that payment is overdue. Contractor may terminate this Agreement for any reason upon providing You with 10 days written notice.

5. **Independent Contractor.** The details of the method and manner for performance of the Services by Contractor shall be under its own control, you being interested only in the results thereof. The Contractor shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give You the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. Contractor is for all purposes hereunder an independent contractor; in no event will Contractor be considered Your agent or employee or any of Your subsidiaries or affiliates for any purpose.

6. **Limitation of Liability.** IN NO EVENT SHALL CONTRACTOR BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL CONTRACTOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO CONTRACTOR PURSUANT TO THIS AGREEMENT.

7. **Force Majeure.** No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any of Your obligations to make payments to Contractor hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, explosion, or similar natural disaster or catastrophe; (c) war, invasion, hostilities, terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; and (g) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within five days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. If the Impacted Party's failure or delay remains uncured for a period of 30 days following written notice given by it under this Section 7, either Party may thereafter terminate this Agreement upon fifteen days' written notice.

8. **Disclaimer of Implied Warranties.** The Contractor disclaims all implied warranties and similar obligations. There are no warranties that extend beyond any express warranties contained in this Agreement. You affirm that it has not relied upon the Contractor's skill nor judgment to select or furnish the Services for any particular purpose beyond any specific express warranties in this Agreement. Any design provided by the Contractor is based on information You provided. The Contractor does not warrant the Services will comply with requirements of any code or regulation of any federal, state, municipality, or other jurisdiction beyond the specific express warranties in this Agreement.

9. **Indemnification of the Contractor.** You shall defend, indemnify, and hold harmless the Contractor and its affiliates and their officers, directors, employees, agents, successors, and assignees from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from: (a) bodily injury, death of any person, or damage to real or personal property resulting from Your acts or omissions, or (b) Your breach of any representation, warranty, or obligation under this Agreement.

10. **Notice.** Where notice is required under this Agreement, such notice may be sent by US mail, overnight courier, fax, or email to the contact information provided when executing this Agreement. Each Party is responsible for providing updated contact information to the other Party.

11. **Miscellaneous.** This Agreement supersedes any and all prior understandings or written or oral agreements between the Parties respecting the within subject matter. This Agreement may not be assigned by either Party without consent of the other Party and shall be construed according to the laws of the Commonwealth of Pennsylvania. No amendment to this Agreement shall be effective unless in writing executed by both Parties, and no waiver of any term herein shall constitute a general waiver for future purposes. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. The word "including" is used herein with the meaning of "including without limitation" and "including but not limited to." The captions of the sections of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Agreement.