

MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) entered into as of the Effective Date (defined hereinbelow) is made by and between the Client, as defined in the Client’s Estimate (defined hereinbelow), and Design Innovations, LLC, a Maryland limited liability company (“Company”) (Client and Company may be referred to herein, collectively, as the “Parties” or each as a “Party”).

WHEREAS, Company is a highly skilled, professional, construction, landscaping, design company, which provides design and construction services;

WHEREAS, Client wishes for Company to perform certain design and/or construction services for it; and

WHEREAS, Company wishes to work with Client and provide the requested services to Client pursuant to and subject to the terms and conditions as set forth hereinbelow.

NOW, THEREFORE, in consideration of the covenants, agreements, representations, and warranties set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged and agreed, the Parties do hereby agree as follows:

1. Services. The Company shall perform those services (“Services”) for the Client as set forth and detailed in Client’s Estimate provided to, and executed by, the Client in connection herewith (“Estimate”).

- 1.1. The terms of this Agreement are incorporated into as though fully restated within the Estimate or Estimates executed by the Parties.
- 1.2. Company shall perform all Services in a timely, professional, and workman-like manner in accordance with standard practices. If the Company engages a subcontractor to perform any of the Services on its behalf, the Company will manage the performance of such subcontractor(s) and ensure such subcontractor(s)’ compliance with the terms of this Agreement and the applicable Estimate.
- 1.3. Client shall be solely responsible for obtaining any and all permits and approvals, including, but not limited to, HOA approvals for the performance of the Services. Company shall not assume any liability or responsibility in connection with same. Any and all such permits and approvals shall be obtained prior to commencement of the Services. By agreeing to commencement of the Services, Client shall be deemed to have represented to Company that any and all such required approvals have been obtained.
- 1.4. Client shall be solely responsible for any and all material and color choices. Company shall not assume any responsibility or liability for same.

2. Term. This Agreement shall commence on the effective date of the Estimate (“Effective Date”) and shall expire on the later of (a) the remittance of the final payment by the Client, or (b) completion of the Services as described in the Estimate.

- 2.1. Either Party may terminate the Estimate, which termination shall also serve to terminate this Agreement immediately thereafter, by giving the non-terminating party written notice at least thirty (30) days before the anticipated start date of the Services as specified on the Estimate. The surviving obligations set forth herein survive any termination.
- 2.2. Upon termination of this Agreement, any outstanding Estimates will terminate at the same time.
- 2.3. To terminate this Agreement and the related Estimate, the terminating Party must send a notice of termination to the non-terminating Party at the address set forth in the Estimate.
- 2.4. Either Party may terminate the Estimate, and as a result thereof, this Agreement, immediately, with good cause, but only if the non-terminating party:

- a. Becomes insolvent, files bankruptcy, or ceases to do business; or

- b. Materially breaches a provision or provisions of this Agreement and/or the Estimate and fails to resolve said breach within ten (10) days following receipt of written notice of such breach from the terminating Party. Failed inspections, errors and perceived or actual flaws in workmanship during the course of performing the Services do not constitute material breaches of this Agreement so long as Company is ready and able to take corrective action and to complete the Services in accordance with the Estimate. Company shall have the opportunity to complete the Services, including the Client's final punch list items, and shall have a commercially reasonable opportunity to cure any defects or problems, before any defect or problem is deemed a material breach.

3. Liaison. The Parties shall each designate at least one individual who shall serve as a project liaison for purposes of efficient communication between the Parties (the "Liaison(s)"). The Parties may designate the same or separate Liaison(s) for each Estimate. Company shall maintain close contact with the Client Liaison(s) throughout the term of this Agreement. If the Estimate identified more than one person as the Client, then Company is entitled to rely on instructions received from and decisions expressed by the Liaison(s) as though the same were communicated to Company directly from all the persons who are part of the Client; likewise, Company is entitled to rely on the Liaison(s) to communicate Company's instructions to all the persons who are part of the Client.

4. Contract Price and Payment. Company's contract price for Services shall be listed on the bottom line of the Estimate (the "Contract Price"). Company shall be paid in accordance with the draw schedule set forth in the Estimate and, if not so specified in the Estimate, then as follows:

- 1/3 of total price at the time of acceptance and execution of the Estimate.
- 1/3 of total price on the first day Company arrives on site to perform the Services.
- 1/3 of total price upon completion of the Services.

Client shall pay the final payment due within three (3) days of completion of the Services. In the event either party terminates this Agreement or any Estimate, Client shall be obligated to pay Company for: (i) any and all Services already performed; and (ii) any costs and/or loss incurred as a result of any and all materials purchased for the Services set forth in the Estimate. Client's obligation to pay Company for any and all such Services performed, as set forth in the Estimate, prior to such termination or expiration, as applicable, shall survive such

termination or expiration, and such obligation shall not be mitigated, waived, or forgiven by Company, unless otherwise agreed to, in writing, by Company. Client may pay by cash, check or eligible credit card. In the event Client pays by credit card, a 3.5% service fee will be added to such payments; 1.5% if Client pays by debit card. There is no fee for check, cash, and electronic payments through Cash App, Venmo, and certain PayPal transactions. A monthly late fee will be applied to all overdue balances, in the amount of 2.0% of the overdue balance. Any payments made after late fees have been applied will be applied, first, to such late fees, then overdue balances, and then to new charges. In the event that Company incurs expenses to collect overdue payments, including, but not limited to, legal fees and collection fees, Client shall be responsible for and reimburse Company for same. Company shall have the express right to stop performance under this Agreement and/or the Estimate, and terminate the Estimate and this Agreement, if payments are not made according to the draw schedule agreed to by the Parties. In the event that there is a cessation of work as a result of non-payment, Recommencement Fees, as more fully set forth below, may be incurred by Client.

5. Advance Payment. The Client shall deliver, prior to the commencement of the Company's performance of the Services, the first payment in advance, as more fully set forth in the Estimate, which first payment is non-refundable (the "Advance Payment"). Client shall deliver such Advance Payment in immediately available funds (U.S. currency) to Company. In the event that Client terminates the Estimate and by virtue of such termination, this Agreement, prior to the conclusion of the Services without cause, as more fully set forth herein, Company may, in its sole discretion, retain some or all of the Advance Payment, in addition to any and all other remedies available to Company at law or in equity, with the Parties hereby acknowledging and agreeing that such Advance Payment may be retained as liquidated damages, hereunder, and such provision does not amount to a penalty or forfeiture provision. The Parties acknowledge and agree that, if Client terminates this Agreement without cause prior to the conclusion of the Services or defaults under this Agreement in any manner, Company will suffer damages in an amount which cannot be ascertained with reasonable certainty and that the Advance Payment to be retained by Company most closely approximates the amount necessary to compensate Company in the event of such early termination or default.

6. Expenses. The volatile building material market in some instances will produce material price surges between the time of contract execution and project initiation. If those surges are significant then Contractor reserves the right to request a change order to be executed for that difference in material cost. Client is not required to agree; however, if Client declines to agree then Company may in its sole discretion terminate the Estimate and this Agreement by written notice. If the Client agrees to reimburse any expense in excess of the Contract Price then Company shall provide Client with receipts supporting the expense incurred and Client shall reimburse that amount within 5 days of invoicing.

7. Term. The Estimate and this Agreement shall terminate upon the later of (a) the completion of the Services, or (b) remittance of the final payment by the Client.

8. Company-Client Communication. The Parties hereby mutually acknowledge and agree that ongoing, consistent, and responsive communication during Company's performance of the Services is crucial to the successful completion of the Services. The Parties further acknowledge and agree that any delay in communication, especially those communications from Company to Client requesting information and/or approval of work product, during the performance of the Services, can result in increased expense and burden on the part of Company, attributable to Company often having to devote additional resources and time to the Services to accelerate its work thereon, thereafter to ensure timely completion of the Services. Accordingly, Client hereby covenants and agrees that in the event that Company has made at least three (3) consecutive

attempts to communicate with Client, using commercially reasonable means (*i.e.*, telephone, mail, electronic mail or messaging, or a digital video service, such as Skype), and Client fails to respond to all of Company's consecutive attempts to communicate, which causes undue delay in Company's prompt completion of the Services, as determined by Company, Client shall reimburse Company for any and all fees, costs, and/or expenses, which Company incurs as a result of the recommencement of the Services ("Recommencement Fees"). If Recommencement Fees are incurred, Company shall submit an itemized invoice to the Client for the Recommencement Fees in a timely fashion, after each such Recommencement Fee(s) is/are incurred. Client shall pay Company for such Recommencement Fees within thirty (30) days after receiving the invoice for such Recommencement Fees. Any payment received after such thirty (30)-day period shall be deemed "late" and such Recommencement Fees shall then bear interest at an annual rate of interest which is equal to eighteen percent (18.0%) per annum or one and one-half percent (1.5%), monthly.

9. Confidentiality. Unless authorized in writing by Client, Company shall not disclose to any third party, through any medium or in any form, any information or parts thereof provided by Client in connection with any Estimate or this Agreement. Company shall take all reasonable steps to ensure that its directors, officers, employees, consultants, contractors, and/or vendors with access to such information are aware of this confidentiality obligation. Company shall not use any material provided by Client for any purpose other than to perform the Services specified in the applicable Estimate, unless otherwise requested by Client and agreed to by Company.

10. Service Approvals. As the Services progress, Company will provide Client with regular and ongoing updates regarding the status of the Services being performed. It may be necessary for Company to seek and obtain Client approval as the Services progress. Client hereby covenants and agrees to respond to Company's request for such approval in timely fashion, in compliance with the terms and conditions of this Agreement, and shall not unreasonably withhold, condition, or delay its approval. The Parties shall agree at the time of their execution of the Estimate, whether any such approvals are necessary. All such communications shall comply with the terms and conditions of Section 3, above.

11. Change Orders. In the event that any changes need to be made to the Services, which deviate from those specifications set forth in the Estimate, the Parties shall complete a written change order to initiate such change. The Parties may use the form set forth in **Exhibit A**, attached hereto, a substantially similar form, or other written form, such as electronic mail with the terms set forth in writing and acknowledged and agreed to by both Parties, to effectuate any and all such changes ("Change Order"). A traditional signature is unnecessary if the Parties' mutual agreement is otherwise clear. The estimated completion date of the Services shall be extended by the time necessary to complete any Change Order. Any expense incurred by Company in assembling custom items shall be determined by the Company. The Contract Price shall be increased or decreased as required by the modifications to the Services as identified in the Change Order. Company reserves the right to reject any Change Order request by Client if the Change Order would materially affect Company's operations, would violate local building codes or any other governmental regulations, or would require Services already performed to be demolished and reconstructed. The full cost of change orders will be billed and collected at the date of approval.

12. Indemnification. Client shall indemnify and hold Company, its directors, officers, employees and agents harmless against all claims, losses, and liabilities, including reasonable attorney's fees and court costs, resulting from or in any way connected with its use and/or enjoyment of any and/or all of the Services, unless such claim, loss, or liability resulted from Company's gross negligence or willful misconduct. Client hereby acknowledges and agrees that due to the use of heavy machinery in most projects, there may be slight damage done to nearby shrubbery, grass,

driveways, and other property. Client hereby assumes the risk of such damage and waives its right to pursue claims against Company for such damages.

13. Insurance. At all times during the term of this Agreement, both Parties shall maintain insurance policies in commercially reasonable amounts. At all times during the term of this Agreement, Company shall secure and maintain a general commercial liability insurance policy.

14. Limited Warranty. Company will perform the Services in a professional, workmanlike manner, consistent with industry standards. Company warrants the Services for a period of one (1) year after completion of the Services. Client hereby acknowledges and agrees that despite Company's commercially reasonable efforts, wooden fencing materials are subject to cracking, splitting, checking, warping, and bowing when exposed to the sun, rain, humidity, and weather, and therefore, Company makes no warranties against any such occurrences and/or conditions in any wooden fencing materials constructed, installed, enhanced, or modified by Company hereunder. Additionally, Company's warranty does not cover materials warranted by manufacturers, damage caused by fire, floods, natural disasters, or any other event beyond Company's control, or damage caused by negligence, abuse, misuse, or the actions or inactions of others, including, but not limited to, Client. Company's warranty only applies to Client and does not convey to future owners of the Client's property. Client hereby further acknowledges and agrees that any perceived defects, imperfections, etc., in Company's work is not grounds for Client to terminate the Estimate and this Agreement until Company has the opportunity to complete the Services, including the Client's final punch list items, and has the commercially reasonable opportunity to cure any defects or problems. Client hereby expressly acknowledges and agrees that he/she/it is responsible for the removal and replanting of all vegetation (including, but not limited to, trees, shrubs, flowers, lawns, or grass) and that Company shall not, in any event, be liable for any damages to vegetation in the vicinity of the construction area and all routes of access thereto. Client specifically recognizes Company's necessity of complete access to the job location for all required equipment.

15. Limitation of Liability. THE CUMULATIVE LIABILITY OF COMPANY FOR ALL CLAIMS ARISING FROM OR RELATING TO THE AGREEMENT, THE ESTIMATE, THE SERVICES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID BY CLIENT TO COMPANY PRIOR TO THE DATE UPON WHICH ANY SUCH LIABILITY ARISES. CLIENT MAY NOT BRING AN ACTION OR SUIT AGAINST COMPANY AFTER THE FIRST ANNIVERSARY DATE FOLLOWING THE DATE UPON WHICH LIABILITY ARISES HEREUNDER. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, LOSSES, COSTS, OR EXPENSES OF ANY KIND, HOWEVER CAUSED AND WHETHER BASED IN CONTRACT OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, COSTS OF PROCUREMENT OR SUBSTITUTE TECHNOLOGY, COST OF CAPITAL, LOSS OF GOODWILL, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, COSTS OR EXPENSES. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THE AGREEMENT HAVE BEEN BREACHED OR HAVE BEEN DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE INVALID, VOID, OR UNENFORCEABLE.

16. Client's Responsibilities. It is Client's responsibility to accurately and clearly mark all underground obstructions, including but not limited to underground pipes, drains, public or private utility lines, sprinkler systems and lines, cables, electronic dog fences, storage tanks, and septic tanks. Property lines in the vicinity where the Services will be performed (the "Site"). Company is entitled to rely on Client to determine whether such obstructions exist on Site and where they are located. If such obstructions are found to exist on Site and to interfere with the Services, they shall be considered an Excluded Condition under section 17, herein. It is Client's responsibility to clearly indicate the property lines of the Site. Company is entitled to rely on Client to know and accurately indicate Client's property lines. It is Client's responsibility to clear the Site of obstructions before the Services begin. Company shall be provided with free access to the Site. The Site should be devoid of debris and other matter that may obstruct and/or prevent Company from performing the Services. If unexpected debris is encountered on Site then there shall be an extra charge for hauling it away. Client shall provide Company access to the Site as necessary to complete the Services by providing Company and/or its subcontractor's access on such dates and times as designated by Company. The completion date shall be extended by any delays caused by Client's failure to provide timely access to the Property. Company is not responsible for damage to underground lines of any kind. Client hereby agrees to indemnify and hold harmless Company from and against all claims, damages, or losses including but not limited to attorneys' fees in the event that Client's failure to fulfill its responsibilities as stated herein results in claims, damage, or loss of any kind either to Client's property, third party property, or to Company's equipment or personnel.

17. Excluded Conditions. The Contract Price assumes that excessive surface water, sub-surface water, caving soils, rock, or hazardous conditions ("Excluded Conditions") will not be encountered. If an Excluded Condition is encountered, then Company may in its sole discretion either stop work until Client remediates the condition or may submit a Change Order under this Agreement for Client's approval. An excessively rocky condition is defined for these purposes as a hard geological formation or sub-surface condition where digging is likely to occur, due to which Company is prevented from performing the job where Company while excavating encounters less penetration than 2 inches in 5 minutes. A time and materials charge will be applied at a rate of \$180 per man hour to handle excessively rocky conditions.

18. Site Remediation. When the Services are completed, the disturbed areas of the Site will be rough graded, seeded and strawed. The Site will not be fine graded or sodded unless those tasks are specified in the Estimate.

19. Independent Contractor/Company. Company is performing the Services under this Agreement and the Estimate as an independent contractor and, as an independent contractor, Company and its employees will not be treated as employees of Client for any reason, including for compensation, benefits, or tax purposes. Company is free to engage in other business activities so long as those activities do not interfere with Company's performance under this Agreement or the Estimate. Nothing in this Agreement shall create a partnership, joint venture, or an employer-employee relationship between the Parties and neither Party has the authority to bind the other to any other contract, obligation or agreement.

20. Assignment. Neither Party shall assign this Agreement or the Estimate, in whole or in part, to any other party without the prior written consent of the other. Company is permitted to engage subcontractors to perform part or all of the Services, in its sole discretion.

21. Modification; Waiver. No amendment of this Agreement or the Estimate will be effective unless it is in writing and signed by both Parties. Any waiver by Client of a condition or obligation of Company under this Agreement or the Estimate will not constitute a waiver of the same or any other future condition or obligation of Company.

22. Dispute Resolution. The Parties agree to follow the procedures set forth in this section if and when a dispute arises under this Agreement.

a. Either Party shall, by written notice to the other, have any such disputes referred first to their respective executive officers or Liaisons for attempted resolution by negotiation within thirty (30) days after such notice is received. In the event such designated officers or Liaisons are unable to resolve such dispute, the following procedures shall apply: any Party may, upon written request to any other Party, have the dispute or uncertainty submitted to a mediator for mediation. Within five (5) business days of receiving the written request, the Parties to the dispute or uncertainty shall agree upon a mediator who is mutually agreeable to both Parties. The Parties shall then work with the mediator to resolve the dispute or uncertainty. If, after thirty (30) days after receipt of such written request, the Parties are unable to resolve the dispute or uncertainty, or if the Parties are unable to agree upon a mediator within the timeframe specified above, then either Party shall have the right to invoke the provisions 20.b., below, upon written demand to the other Party. Unless otherwise agreed in writing by the Parties, mediation fees, costs, and expenses shall be divided and paid equally by the Parties to the mediation, in advance. If either Party elects to have an attorney present that Party shall pay his or her own attorney's fees.

b. In the event the Parties are unable to resolve the dispute or uncertainty through mediation, then either Party may file suit in the District Court for Frederick County, Maryland, if the matter is within that Court's subject matter jurisdiction. The Parties hereby submit to venue and personal jurisdiction in the District Court for Frederick County, Maryland.

c. The Parties hereby agree to submit to binding arbitration any and all matters that they do not resolve through mediation but that are outside the subject matter jurisdiction of the District Court for Frederick County, Maryland. The arbitration shall be conducted according to Construction Industry Rules of the American Arbitration Association ("AAA"), Fast Track Procedure. If within ten (10) days of written demand by either Party for arbitration, the Parties can agree on a single arbitrator, then they may proceed under that agreed upon arbitrator's administration. If the Parties cannot agree on a single arbitrator, then they shall file the matter with the AAA and proceed under its administration. Each Party shall bear its own filing fees, if any, and the Parties shall split the arbitrator's fee in equal parts. The decision of the arbitrator shall be final and binding, and an order or decree of a court of competent jurisdiction may be obtained to enforce the arbitrator's award.

d. The Court or arbitrator may in its discretion choose to award to the prevailing party its reasonable attorney's fees and costs actually incurred, as part of the award, and shall exercise that discretion based on whether the unsuccessful Party had a good faith and substantial defense to the claims asserted.

23. Severability. If any provision of this Agreement, the Estimate, or any Change Order, is deemed invalid, illegal, or otherwise unenforceable to any extent, the remainder of this Agreement, the Estimate, or the applicable Change Order will not be affected by that invalidity, illegality, or unenforceability, and that provision will remain enforceable to the fullest extent permitted by law.

24. Force Majeure. If, by reason of any occurrence beyond the control of the Parties, such as an act of God, unexpected strike or work stoppage or unanticipated governmental delay, either Party is prevented from performing, in whole or in part, any obligation under this Agreement or the Estimate, that Party shall be excused from performance of that obligation. There shall be excluded from the computation of any period set

herein any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions, inclement weather, permitting delays, or any other causes which are beyond the reasonable control of such party despite its due diligence.

25. Right to Cancel. You, the buyer, may utilize the Notice of Cancellation form that is attached with this as **Exhibit B**, to cancel this transaction at any time prior to midnight of the fifth business day, or seventh business day if the buyer is at least 65 years old, after the date you sign the Estimate. If you cancel this transaction, all payments made by you under any contract or agreement will be returned to you within ten (10) business days following receipt by Design Innovations, LLC of your cancellation notice. If you cancel this transaction, you must make available to Design Innovations at your property, and in substantially as good condition as when received, any and all materials or goods delivered to you under any agreement pertaining to this contract. If you make such materials and goods available to Design Innovations, LLC and Design Innovations, LLC does not pick them up within thirty (30) days of the date of your notice of cancellation, you may retain or dispose of such materials and goods without further obligation. If you fail to make such materials and goods available to Design Innovations, LLC, or if you agree to return the goods to Design Innovations, LLC and fail to do so, you remain liable and responsible for performance of all obligations under any contract or agreement.

1. Entire Agreement. This Agreement and the incorporated Estimate, together with **Exhibit A** (change order form) and **Exhibit B** (notice of cancellation form), if executed, constitute the entire agreement of the Parties and supersedes all other oral or written agreements relating to the subject matter of this Agreement and the incorporated Estimate.

2. Governing Law/Jurisdiction. This Agreement and the Estimate shall be governed by and construed in accordance with the laws of the State of Maryland. By signing the Estimate, Client consents to the exclusive jurisdiction of the federal and local courts of the Maryland, with venue to be in Frederick County, Maryland to the extent possible.

3. Maryland Home Improvement Contract Notices. The contact information for the Maryland Home Improvement Commission ("MHIC") is as follows:

500 North Calvert Street
Baltimore, Maryland 21202
(410) 230-6231 or (888) 218-5925
<http://www.dllr.state.md.us/license/mhic/mhiccon.shtml>

Each contractor must hold a current MHIC license, and anyone can ask MHIC about a contractor. MHIC regulations require that this contract provide notice that the Maryland Home Improvement Commission administers the Guaranty Fund, which may compensate homeowners for certain actual losses caused by acts or omissions of licensed contractors; and that a homeowner has the right to purchase a performance bond for additional protection against losses not covered by the Guaranty Fund.

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EXHIBIT A

Project Change Order Request

Please fill out the information below pertaining to your requested changes. The following information provided will be incorporated into the product to be delivered. Email this form to _____

Client Information Name:

Company:

Phone Numbers:

Email:

Project Name:

Additional Information (optional):

Change Request What Page(s):

Information to be added or changed: (Please be specific)

Change in Terms or Conditions of Estimate:

The Parties hereby agree to the changes set forth in this Change Order, dated this day,
_____, 20__.

By: _____

Name:

Title:

Contractor: Design Innovations, LLC

P.O. Box 63

Frederick, MD 21705

MHIC License #: 150393

By: _____

Name:

Title:

EXHIBIT B

Notice of Cancellation

You, the buyer, may cancel this transaction at any time prior to midnight of the fifth business day, or seventh business day if the buyer is at least 65 years old, after the date of this transaction.

If you cancel this transaction, all payments made by you under any contract or agreement will be returned to you within ten (10) business days following receipt by Design Innovations, LLC of your cancellation notice.

If you cancel this transaction, you must make available to Design Innovations at your property, and in substantially as good condition as when received, any and all materials or goods delivered to you under any agreement pertaining to this contract. If you make such materials and goods available to Design Innovations, LLC and Design Innovations, LLC does not pick them up within thirty (30) days of the date of your notice of cancellation, you may retain or dispose of such materials and goods without further obligation. If you fail to make such materials and goods available to Design Innovations, LLC, or if you agree to return the goods to Design Innovations, LLC and fail to do so, you remain liable and responsible for performance of all obligations under any contract or agreement.

To cancel this transaction, mail, or hand-deliver a signed copy of this "Notice of Cancellation" to:

Design Innovations, LLC
P.O. Box 63
Frederick, Maryland 21705

Any such notice must be received no later than midnight on the fifth business day, or seventh business day if you are at least 65 years old.

I HEREBY CANCEL THIS TRANSACTION as of this _____ day of _____, 20____.

Customer Signature: _____ Date: _____

Customer Signature: _____ Date: _____