

THE HANDYMAN PLAN

Subscriber Membership Agreement

Handyman Plan LLC | Highlands County, Florida

Florida DBPR Compliant | Chapter 489 Florida Statutes | HB 1341 | SB 1394

Effective Date: _____

Member Name: _____

Service Address: _____

Subscription Tier: ☐ Starter ☐ Basic ☐ Standard ☐ Premium

Billing: Monthly — no minimum term, cancel or pause anytime

SECTION 1 — INTRODUCTION AND BUSINESS OVERVIEW

This Membership Agreement ("Agreement") is entered into between Handyman Plan LLC, operated by Joseph, located in Highlands County, Florida ("Company"), and the subscribing member ("Member"). This Agreement governs the subscription-based handyman service relationship between the Company and the Member.

Handyman Plan LLC is a subscription-based professional handyman service operating in compliance with Florida Statute Chapter 489, the Florida Department of Business and Professional Regulation (DBPR), and all applicable state and local regulations including HB 1341 and SB 1394. All services performed are covered under general liability insurance providing \$1,000,000 per occurrence and \$2,000,000 aggregate coverage.

Nature of Service Disclosure: This Agreement does not constitute a service warranty, home warranty, or maintenance service contract as defined under Florida Statute Chapter 634. Handyman Plan LLC provides on-demand labor services only and does not guarantee, warrant, or indemnify against product failure, structural failure, or operational failure of any consumer product or component of the Member's property.

Credits never expire. Handyman Plan LLC stands behind every dollar you invest in your membership.

SECTION 2 — SUBSCRIPTION TIERS, PRICING & BILLING

2.1 Monthly Subscription Rates

Tier	Monthly Price	Credits / Month
Starter	\$12.99	13 credits
Basic	\$24.99	25 credits
Standard	\$49.99	50 credits
Premium	\$99.99	100 credits

2.2 Subscription Term

- Billed monthly — one month at a time.
- No minimum commitment period and no annual contract requirement.
- Subscription automatically renews each month until the Member pauses or cancels.

2.3 Auto-Renewal Disclosure — Florida Statute 501.165

This subscription automatically renews each month at the Member's selected tier price until paused or cancelled. The Member may pause or cancel at any time at no charge online at handymanplanllc.com/cancel — the same way they subscribed.

SECTION 3 — CREDIT SYSTEM

3.1 Credit Value

Every dollar paid in monthly subscription fees generates one credit (\$1.00 = 1 credit). Credits apply to labor only — never to materials, transportation fees, or logistics charges, which are billed separately.

3.2 Credit Types

Credit Type	Cash Refundable	Usage
Subscription Credits	Only via cash-out request (fees apply)	Labor on any approved job

Referral Credits	Never — service use only	Labor on any approved job
Gift Credits	Never — service use only	Labor on any approved job
Top-Up Credits	Only via cash-out request (fees apply)	Labor on any approved job

3.3 Credit Guarantee

Credits never expire. They remain valid for the operational lifetime of Handyman Plan LLC, regardless of the Member's absence, relocation, or inactivity, and regardless of whether the Member pauses or cancels their subscription.

SECTION 4 — ALUMNI STATUS

Once a Member's cumulative monthly subscription credits reach **\$600**, the Member earns Alumni status: a permanent **10% discount** on every labor job, forever. This discount is locked to the Member's account and never expires.

- Only monthly subscription credits count toward the \$600 threshold — top-up, referral, and gift credits do not count.
- Alumni status applies equally to all subscription tiers — Starter, Basic, Standard, and Premium.
- The Alumni discount applies exclusively to the credit portion of a job payment — not to cash, card, Zelle, Cash App, or Venmo payments.
- Once earned, Alumni status is permanent and cannot be reduced or revoked.

SECTION 5 — PAUSE, CANCELLATION & REFUNDS

5.1 Pause

A Member may pause their subscription at any time, free of charge, by submitting a request online at handymanplanllc.com/cancel. Billing stops for the duration of the pause. Credits freeze in place and are preserved exactly as they were — they do not expire and do not decrease during a pause. The Member may resume at any time.

5.2 Cancellation

A Member may cancel their subscription at any time, free of charge, online at handymanplanllc.com/cancel — the same way they subscribed. Verbal or phone cancellation requests are not accepted. Cancellation stops future billing immediately. The Member's full credit balance remains in their account after cancellation and never expires — it may be used toward any future Handyman Plan LLC job at any time, with no time limit on returning.

5.3 Cash Payout of Credit Balance

Credits are not a cash savings account and apply to labor only. A Member who wishes to cash out their remaining credit balance instead of using it toward future jobs may request a payout. A \$99.00 processing fee and \$49.00 administrative fee apply, deducted before any remainder is returned to the Member's original payment method within 7–10 business days. Referral, gift, and bonus credits carry no cash value and cannot be cashed out under any circumstances.

SECTION 6 — GIFT SUBSCRIPTIONS

Handyman Plan LLC gift subscriptions may be purchased at any of the four monthly tier rates (Starter, Basic, Standard, Premium). Credits are added to the recipient's account monthly for the duration purchased by the gift-giver. Gift recipients receive the full Handyman Plan LLC member experience, including the free annual Observation Visit and progress toward Alumni status.

- Gift buyers earn 25 bonus credits in their own account upon recipient activation.
- Gift credits carry no cash value and are designated for service use only.

SECTION 7 — REFERRAL PROGRAM

Members earn referral credits for every person they refer who becomes an active subscriber. Credits are issued after the referred Member completes their 3rd monthly payment. Referral credits are service-use only and carry no cash value.

Referral #	Credit Reward
Referral 1	15 credits
Referral 2	20 credits
Referral 3	25 credits
Referral 4	30 credits
Referral 5	35 credits
Referral 6	40 credits
Referral 7	45 credits
Referral 8+ (permanent cap)	50 credits

SECTION 8 — JOB PROCESS & PRICING

8.1 Job Cost Rules

Rule	Detail
Maximum per job	\$2,499.00 — Florida DBPR legal limit for unlicensed handyman work
Minimum visit fee	125 credits — covers the first hour of technician labor
Additional labor	\$100.00 per hour (or credit equivalent) after the first hour
Materials Fee	15% of material cost — sourcing, ordering, procurement
Transportation fee	\$30 flat — applies only when material total exceeds \$300
Deposit — labor only jobs	None required; full payment due at completion
Deposit — jobs with materials	50% of total estimate before materials are ordered
Discount applies to	Credit portion of payment only

8.2 What We Do

Cosmetic painting (interior/exterior), drywall and woodwork repair, trim and baseboard work, door and window repair, flooring repair, cabinet hardware and installation, furniture assembly, hanging/mounting, dryer vent cleaning, basic plumbing (unclogging drains, faucet aerators, toilet seats — no water-line connections), minor carpentry, HVAC filter replacement, smoke/CO detector battery replacement, lawn care, pressure washing, gutter cleaning, and exterior caulking/weatherstripping.

8.3 Excluded Services — License Required

Excluded Service	Reason
Electrical wiring	Licensed electrician required — Florida Statute 489

Plumbing connected to water lines	Licensed plumber required — Florida Statute 489
HVAC systems	Licensed HVAC contractor required
Roofing	Licensed roofing contractor required
Structural / load-bearing work	General contractor license required
Any job exceeding \$2,499.00	Florida DBPR legal limit for unlicensed handyman work

SECTION 9 — SCHEDULING & BUSINESS HOURS

Day	Hours
Monday – Friday	9:00 AM – 5:00 PM
Saturday	By appointment only
Sunday	By appointment only
Holidays	By appointment only

9.1 Rescheduling

36 hours notice is required to reschedule without penalty. First late reschedule by either party is a goodwill gesture with no penalty. Second and subsequent late reschedules incur a \$50 fee.

9.2 Weather & Emergency Cancellations

Never penalized, regardless of frequency, when determined by National Weather Service alerts or government emergency declarations.

Under Florida law (HB 1341 & SB 1394), performing unlicensed handyman work during a declared state of emergency is a felony. Handyman Plan LLC strictly observes this law and suspends all services during any declared state of emergency.

SECTION 10 — CIVILITY POLICY

10.1 Member Conduct Standards

Handyman Plan LLC is committed to providing services in a respectful, professional, and safe environment. Members and anyone present at the service property are expected to treat technicians with courtesy at all times. **Verbal abuse, profanity, aggressive behavior, or confrontational conduct will not be tolerated.**

10.2 Strike 1 — First Violation

- Technician may stop work and leave the property immediately.
- \$125.00 civility service fee charged to the Member's credit balance or payment method on file.
- Formal written warning issued via email AND certified mail.
- Member has 30 days to respond in writing (email or certified mail only — verbal, phone, or text responses are not accepted).
- Credit balance is frozen until written acknowledgment is received. Billing continues during this period.
- Work resumes once written acknowledgment of civility is received.

10.3 Strike 2 — Second Violation

- Membership is terminated immediately.
- \$125.00 service fee + \$99.00 termination fee deducted from the remaining credit balance.
- Remaining credits, after fees, are refunded within 7–10 business days.
- Member is permanently ineligible to resubscribe.

10.4 Unsafe Environment

If the Member's property or behavior presents a physical safety threat, the technician may leave immediately at no charge to the Member. This situation escalates directly to Strike 2, and if a crime is committed it may be reported to the appropriate authorities.

SECTION 11 — OBSERVATION VISIT & HOME PROPERTY WATCH

11.1 Observation Visit

All active subscribers receive one complimentary Observation Visit per subscription year. Additional visits are available at 60 credits per visit. The technician conducts a visual walkthrough only — no repair work is performed. A written photo report is delivered within 24 hours identifying whether each observed item falls within Handyman Plan LLC's approved scope of work or requires a licensed professional.

Legal Notice: An Observation Visit does not constitute a licensed professional inspection, diagnosis, or assessment. All findings are communicated in purely observational language. Handyman Plan LLC accepts no liability for decisions made based on an Observation Visit report.

11.2 Home Property Watch

Subscribers may request Home Property Watch visits (every 2 weeks or monthly) while away from their property, at a cost of 60 credits per visit. Each visit is limited to 30 minutes and includes a written report within 24 hours. Exterior-only visits require no keys; interior visits require keys/access codes, which are stored securely in the company account only, never labeled with the Member's name or address, and returned within 5 days of the Member's return.

SECTION 12 — DISPUTE RESOLUTION & WARRANTY

Members must file a written dispute within 7 days of job completion via email or the Handyman Plan LLC app. All completed labor and workmanship is guaranteed for 60 days from job completion — Handyman Plan LLC will correct any defect directly attributable to the technician's workmanship at no additional labor cost during this period. Material defects are covered exclusively by the manufacturer's warranty.

Unresolved disputes are escalated first to neutral third-party mediation, with costs split equally. If mediation is unsuccessful, the dispute may proceed to Highlands County small claims court. This Agreement is governed by the laws of the State of Florida with jurisdiction in Highlands County.

SECTION 13 — LIABILITY & PROPERTY POLICY

- One subscription per property. Each property requires its own subscription.
- One free property transfer per subscription term, within the service area.
- Handyman Plan LLC is not liable for pre-existing conditions, defective Member-supplied materials, or damage from undisclosed obstructions.
- Any work beyond the written approved estimate requires a new written estimate and approval — Handyman Plan LLC is not liable for unauthorized additional work performed at verbal request only.
- For work outside Handyman Plan LLC's approved scope, the Company may refer Members to licensed third-party contractors. Handyman Plan LLC is not responsible for the quality, outcome, or warranty of third-party work.
- The Member is responsible for obtaining any required permits for work performed at their property.

SECTION 14 — SERVICE AREA

Service Area	Coverage Detail
Highlands County, FL	All incorporated cities and unincorporated communities, including Sebring, Avon Park, and Lake Wales
Frostproof, FL	City limits + 10-mile radius
Lake Wales, FL	City limits + 10-mile radius

Requests outside these areas may be considered at the Company's discretion and are subject to additional travel fees.

SECTION 15 — PRIVACY & DOCUMENTATION

Handyman Plan LLC collects only the information necessary to deliver services, manage memberships, process payments, and resolve disputes: contact details, property information, payment data (processed exclusively through our secure payment processor and never stored directly by Handyman Plan LLC), job history, and service-visit documentation. This information is never sold, shared, or distributed to third parties for marketing purposes, and may be disclosed to legal authorities only when required by law or valid court order.

SECTION 16 — ACKNOWLEDGMENT & SIGNATURE

By signing below, the Member acknowledges that they have read, understood, and agree to all terms of this Agreement, and that this Agreement constitutes a legally binding contract governed by the laws of the State of Florida with jurisdiction in Highlands County.

Member Full Name (Print)

Member Signature

Date

Service Property Address

Subscription Tier

☐ Starter ☐ Basic ☐ Standard ☐ Premium

Payment Method on File

Company Representative (Print) Joseph — Handyman Plan LLC

Company Representative Signature

Date
