



Patron - Looper Agreement

This Patron Looper Agreement ("Agreement") is an agreement between the student or students ("Looper" or "Loopers") that have been introduced by Bonaloop and the resident or business ("Patron") receiving services performed by the Looper for the Patron ("Assignments"). This engagement has been arranged by Bonaloop, LLC ("Bonaloop") which acts as the Looper's agent. By either posting and completing work with our service or signing this document, you are agreeing that you will be bound by and are becoming a party to this Agreement. PLEASE READ THESE TERMS CAREFULLY BEFORE ACCEPTING THIS AGREEMENT.

1. Services Performed.

The Looper will provide the requested Assignment working as an extra set of hands, working directly for the Patron using their tools and direction at a fixed hourly rate of \$25/hour (or \$30/hour for winter shoveling). Job rates are subject to change, but the rate for the job will always be as listed on the Job Confirmation that accompanies this Agreement.

2. Looper COVID-19 Policy.

At Bonaloop, we are committed to keeping everybody safe while on the job. Due to the high-risk nature of COVID-19, we ask that our Loopers abide by the following guidelines.

- Loopers **must not** work if they have tested positive, been in contact with somebody who has tested positive, or are experiencing any symptoms of COVID-19.
- Loopers **must** clean hands thoroughly before starting their job.
- Loopers **must** wear masks at all times while on the job, even if outdoors.
- Loopers **must** maintain social distancing of at least 6' at all times between all other parties.
- Loopers **should not** carpool to/from jobs.
- Loopers **should not** try to do more than one job per day, otherwise Looper **must** clean their hands thoroughly between jobs.



- Loopers **should** bring hand sanitizer if they have some at their disposal (Bonaloop does not provide hand sanitizers).
- Loopers **must** leave the job area if it is determined that Patron is COVID-19 positive or has symptoms, and must call Bonaloop to let Bonaloop know.
- Loopers **must not** handle Patron's credit cards. All payments will be collected contact-free via invoice.

3. Patron COVID-19 Policy.

At Bonaloop, we are committed to keeping everybody safe while on the job. Due to the high-risk nature of COVID-19, we ask that our Patrons abide by the following guidelines:

- Patrons **must not** post jobs if they, or anyone in their household, have COVID-19 symptoms or have recently tested positive for the virus.
- Patrons **must** wear masks if working with Loopers.
- Patrons **must** maintain social distancing of at least 6' at all times between all other parties on the job.
- Patrons **must** disinfect any equipment or surfaces Loopers need to touch before and after Loopers use them.
- Patrons **should** request as few Loopers per job as possible.
- Patrons **should** notify Bonaloop if their Looper is not wearing a mask. Patrons have the right to ask the Looper to leave the property immediately.
- Patrons **should** notify Bonaloop if it appears that Looper has COVID-19 symptoms. Patrons have the right to ask the Looper to leave the property immediately.
- Patrons **should** be mindful of all risks and keep minimizing exposure in mind when posting jobs, minimizing the amount that Loopers handle daily household items and time spent in homes.

4. Job Lock.

All details listed in the Job Confirmation (usually via email) shall be incorporated into this Agreement once accepted by all parties.



5. Payment

The Patron agrees to pay all fees to Bonaloop, as agent for the Looper, pursuant to the hourly rate that was agreed upon prior to starting the Assignment. Bonaloop collects payment at the completion of Assignment via credit card or debit card only (NO cash payments, unless it is a cash tip being paid to the Looper(s)) which will be paid by Patron via their Patron dashboard. Paid time for job locations within the 30 minute service area from the Looper's home address or school location (whichever is closer) starts upon arrival at the job location. Breaks for lunch or other reasons are not paid unless such a break is requested by the Patron. The Job Lock lists the expected duration as given by the Patron, and Loopers are committed to being available for up to that time if needed. Payment is for actual hours worked with a 1 hour minimum charge per Looper.

6. Use of Vehicle

Jobs outside of the 30 minute service area will have an additional charge toward the round trip mileage and travel time only if agreed to beforehand. If beyond the 30 minute service area, travel time is for round trip door-door travel at the \$25/hour rate for all Loopers and a \$15 flat mileage fee that will go directly to the Looper(s), if multiple Loopers the \$15 is distributed among all Loopers on the job. Additionally, if a Looper is required to use his or her own truck/SUV for Moving jobs, an additional charge of \$25 for use of the vehicle applies.

7. Relationship between Patron, Looper & Bonaloop

By entering this Agreement, the Patron is engaging the Looper as an independent contractor. Further, The Patron and Loopers acknowledge Bonaloop's role as described: Bonaloop provides the connection between Patrons and Loopers, Workman's Compensation insurance, General Liability Insurance, Hired and Non-Owned vehicle insurance and administrative services related to billing, payment, scheduling and collection of payments but is not in any way responsible for the Loopers' activities or conduct in completing the Assignment in connection with this engagement.



Furthermore, the Patron agrees to not enlist services directly except through Bonaloop from any students introduced to the Patron through Bonaloop. Any violation of this policy may result in suspension and/or termination from use of our service.

8. Disclaimer of Warranties and Damages; Limitation of Liability

THE SERVICES BY THE LOOPERS ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT POSSIBLE PURSUANT TO APPLICABLE LAW, THE LOOPER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE LOOPER AND/OR BONALOOP EXCEED THE AMOUNT PAID BY THE PATRON AS FEES FOR THE SERVICES.

UNDER NO CIRCUMSTANCES SHALL BONALOOP OR THE LOOPER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY.

9. Limitation of Liability with regards to Care, Custody, and Control

BONALOOP'S GENERAL LIABILITY INSURANCE COVERAGE EXCLUDES CARE, CUSTODY AND CONTROL. Bonaloop will self-insure damage to property in the care, custody and control of the Looper up to a \$500/item and \$2000/occurrence limit. For and in consideration of connections to Loopers to provide that involves Care, Custody and Control (typically Moving Jobs) from Bonaloop, LLC, and for in consideration of such services by the Looper, the receipt and sufficiency of which is hereby acknowledged, the Patron does hereby release and forever discharge said Looper and Bonaloop, LLC, of 151 Rantoul Street, Suite 3252, Beverly, Massachusetts, their agents, employees, contractors, volunteers, successors and assigns, and their respective heirs, personal representatives, affiliates, successors and assigns, and any and all persons, firms or corporations liable or who might be claimed to be liable, whether or not herein named, none of whom admit any liability to the undersigned, but all expressly denying liability, from any further damages beyond the \$500/item and \$2000/occurrence limit.



10. Limitation of Liability with regards to Snow Removal

When Loopers participate in snow removal activities, the Patron understands that Bonaloop is not a snow removal company, and is under no obligation to have the snow removed in the event a scheduled Looper is no longer available. FURTHER, BONALOOP'S GENERAL LIABILITY INSURANCE DOES NOT COVER SNOW REMOVAL. For and in consideration of connections to Loopers to provide snow removal services from Bonaloop, LLC, and for in consideration of snow removal service by the Looper, the receipt and sufficiency of which is hereby acknowledged, the Patron does hereby release and forever discharge said Looper and Bonaloop, LLC, of 151 Rantoul Street - Suite 3252, Beverly, Massachusetts, their agents, employees, contractors, volunteers, successors and assigns, and their respective heirs, personal representatives, affiliates, successors and assigns, and any and all persons, firms or corporations liable or who might be claimed to be liable, whether or not herein named, none of whom admit any liability to the undersigned, but all expressly denying liability, from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, which I now have or may hereafter have, arising out of or in any way relating to any and all injuries and damages of any and every kind, to both person and property, and also any and all injuries and damages that may develop in the future, as a result of or in any way relating to shoveling and snow removal services provided by the Looper, or lack of snow removal service if a Looper is not available or not able to get to the job site as planned. Bonaloop, LLC provides Worker's Compensation Insurance for the Loopers.

11. Cancellations

The Patron agrees to pay for the actual number of hours worked (with a one hour per Looper minimum) at the agreed rate. Once you know that you need to cancel a job, please do so **immediately**. If a job cancellation is made by the Patron **between 48-24 hours** of the scheduled job start time, a cancellation fee of 1 hour of work per Looper will be applied to the Patron. If a job cancellation is made by a Patron within **24 hours** of the scheduled job start time, the Patron will be expected to pay for the job as estimated.

Loopers, **always** try to find a replacement Looper when you can no longer commit to a job. Any cancellation (with no replacement Looper) made within 72 hours of the scheduled job start time can result in up to \$15 deducted from your next job payment. Any cancellation (with no replacement Looper) made within 24 hours of the scheduled job start time will



result in a \$15 deduction from your next job payment and a 7 day suspension from picking up new jobs. If you cancel the job outside of the 72 hour threshold or you find an immediate replacement Looper for the job that you can no longer work, there will be no penalty applied.

All outdoor jobs are "Weather Permitting" unless decided otherwise beforehand. This means that either the Looper(s) or Patron can decide to cancel the job the same day without penalty. Weather cancellations can be noted when cancelling the job through your Looper/Patron portal.

12. Pre-Dispute Arbitration Agreement

All parties to this Agreement are giving up the right to sue each other, or Bonaloop LLC as agent for the Looper, in court, including the right to a trial by jury, except that each party retains the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights, or except as provided by the rules of arbitration referenced in the next paragraph.

All controversies that may arise between the Patron and the Looper or Loopers and their agents concerning any subject matter, issue or circumstance whatsoever shall be determined by arbitration, administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this section "Pre-Dispute Arbitration Agreement" in this Agreement. The AAA Rules are available at www.adr.org/arb_med or by calling the AAA at 1-800-778-7879. The Federal Arbitration Act will govern the interpretation and enforcement of this Section. The AAA Rules, and any amendments thereto, shall be incorporated into this Agreement. The arbitration rules in effect may impose time limits for bringing a claim to arbitration. In some cases, a claim that is ineligible for arbitration may be brought to court.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the



class certification is denied; or (ii) the class is decertified; or (iii) the party is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

13. Severability

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

14. General

This Agreement encompasses the entire agreement of the parties with respect to its subject matter. Bonaloop is an intended third-party beneficiary of this Agreement. This Agreement may not be modified or amended except in writing signed by both parties. This Agreement will be governed by the laws of the Commonwealth of Massachusetts without reference to any choice of law principles of Massachusetts.

By signing (or e-signing) with agreement to this document, you are expressing your INTENTION TO COMPLY, and this acts as your full legal signature to this document.

Signature: _____

Date: _____

Effective date: 1/15/21

Last edited date: 1/15/21