

Sorted Solutions, LLC – Terms & Conditions (Texas)

These Terms & Conditions (“Agreement”) govern the professional organizing and move concierge services provided by Sorted Solutions, LLC (“Company”) to the undersigned client (“Client”). By scheduling or receiving Services, the Client agrees to the terms set forth herein.

1. Scope of Work

1.1 The Company shall provide professional organizing, decluttering, system creation, space planning, move support, and related services (“Services”) as mutually agreed prior to the commencement of each project.

1.2 Any modification to the agreed scope of work must be discussed and approved by both parties before implementation.

1.3 The Company reserves the right to decline tasks outside the defined scope of work.

2. Timeframe of Work

2.1 Any timelines provided by the Company are estimates only. Actual hours may vary based on the volume of items, pace of decision-making, environmental conditions, and discoveries made during the organizing process.

2.2 The Company will make reasonable efforts to communicate progress and any anticipated adjustments to estimated timeframes.

3. Organizing Products and Purchases

3.1 Organizing products or supplies may be purchased either by the Company with the Client’s prior approval (payment required before ordering) or directly by the Client.

3.2 Returns and refunds shall be handled by the purchasing party:

3.2.1 If purchased by the Client, the Client is responsible for returns and refunds.

3.2.2 If purchased by the Company, the Company will manage returns and refunds.

3.3 The Company is not responsible for product availability, shipping delays, or vendor restocking timelines.

4. Pets

4.1 For safety and efficiency, all pets must be secured and kept out of the work area unless otherwise approved by the Company.

5. Valuables and Sentimental Items

5.1 The Client is responsible for removing or safely storing any items of monetary or sentimental value prior to the start of Services.

5.2 The Company shall not be liable for loss, damage, or misplacement of such items.

6. Client Responsibilities

- 6.1 The Client shall provide safe and reasonable access to the premises.
- 6.2 The Client shall ensure the work area is free of hazards, including structural, environmental, or health-related risks.
- 6.3 The Client shall communicate goals, priorities, and special instructions clearly and in a timely manner.
- 6.4 The Client shall prepare the space by clearing pathways and removing immediate hazards prior to the arrival of the Company.
- 6.5 The Client shall be available, or designate a representative, to make decisions regarding item retention, donation, or disposal.
- 6.6 The Client shall arrange for donation pickups or disposal of unwanted items unless otherwise agreed in writing.
- 6.7 The Client shall provide adequate lighting, climate control, and access to electrical outlets if required.
- 6.8 The Client shall secure any private, confidential, or sensitive documents.
- 6.9 The Client shall maintain project continuity between sessions, including refraining from re-cluttering organized areas.
- 6.10 The Client shall ensure that all firearms, ammunition, and weapons on the premises are unloaded, locked, and secured in accordance with applicable law. The Company may immediately pause or terminate Services if any weapon is visible, accessible, or otherwise creates a safety hazard, as determined in the Company's sole discretion.

7. Scheduling, Cancellations, and Rebooking

7.1 Hourly Rate and Minimum Service Requirement

7.1.1 Services are billed at \$150 per hour.

7.1.2 Each scheduled service day requires a minimum of four (4) hours, which accounts for travel, preparation, planning, and time necessary to make meaningful progress.

7.2 Cancellations

7.2.1 Cancellations must be made at least seven (7) days prior to the scheduled service date to avoid charges.

7.2.2 Day-of cancellations, including failure to provide access to the premises, shall incur a charge equal to the four (4) hour minimum at the standard hourly rate.

7.2.3 If a project is cancelled in full, a fee equal to the four (4) hour minimum shall be invoiced and is payable upon receipt.

7.3 Rebooking

7.3.1 If a session is cancelled and the Client intends to reschedule, the new appointment must be arranged within three (3) business days of the cancellation.

7.3.2 The rescheduled start or completion date must occur within thirty (30) days of the original appointment unless otherwise agreed in writing.

7.4 Weather and Emergency Exceptions

7.4.1 In cases of severe weather, sudden illness, or legitimate emergencies, exceptions to the cancellation policy may be granted at the sole discretion of the Company.

7.4.2 Any such exceptions shall be evaluated on a case-by-case basis.

8. Billing and Payment

8.1 Services are billed at \$150 per hour.

8.2 Payment is due upon completion of the project unless otherwise arranged in writing.

8.3 For projects exceeding two (2) consecutive service days, 50% of the estimated total shall be collected at the end of the second day, with the remaining balance due upon completion.

8.4 For projects expected to exceed twenty (20) hours, a deposit shall be required and applied to the final invoice.

8.5 Deposits are non-refundable if the project is cancelled in full.

8.6 The Company reserves the right to pause or discontinue Services if payment terms are not met.

8.7 Late payments may accrue interest and collection costs.

9. Use of Project Photos

9.1 The Client grants the Company permission to photograph areas of the home before, during, and after services for documentation, portfolio, and promotional purposes.

9.2 The Company may photograph donated items for internal records, quality control, and liability protection.

9.3 All photographs will be used without identifying the Client by name, address, or any personally identifiable information.

9.4 The Client may opt out in writing prior to the start of Services.

10. Gift Card Policy

10.1 The Company issues digital gift cards redeemable for eligible Company services and not for cash, except where required by law.

10.2 Clients must provide the Gift Card code at booking or payment. If service costs exceed the Gift Card balance, the Client is responsible for the remaining amount.

10.3 Gift Cards do not expire and are not subject to fees. All sales are final and non-refundable.

10.4 Gift Cards may be transferred prior to redemption; once redeemed, any remaining balance is non-transferable.

10.5 Standard Company booking, cancellation, and rescheduling policies apply. Gift Cards may not be used for cancellation or no-show fees unless approved.

10.6 The Company may refuse, cancel, or adjust a Gift Card if obtained or used fraudulently or in violation of these terms.

11. Donation Authorization, Transfer of Ownership, and Liability Release

11.1 Authorization: Client authorizes the Company to remove, transport, donate, dispose of, or otherwise transfer possession of items designated for donation or disposal.

11.2 Designation: Items may be designated for donation verbally, in writing, placed in a donation area, labeled, or handed to Company personnel.

11.3 Transfer of Ownership: Ownership of designated items transfers permanently upon removal. Client relinquishes all rights, claims, or interest in such items.

11.4 No Retrieval: Once removed, items cannot be returned or retrieved.

11.5 No Valuation or Appraisal: Company does not assess, appraise, or provide tax documentation for

donated items.

11.6 Donation Destination: Company may select donation or disposal destinations based on logistics, accessibility, and availability.

11.7 Limitation of Liability: Company is not liable for loss, damage, or claims related to donated items, including during transport or handling.

11.8 Third-Party Disclaimer: Company is not responsible for third-party donation or disposal practices.

11.9 Indemnification: Client agrees to indemnify and hold harmless Company for claims arising from removal, donation, or disposal.

11.10 Good Faith Performance: Donation services are performed in good faith based on Client authorization.

12. Limitation of Liability

12.1 Company is not responsible for pre-existing damage, structural issues, pest activity, mold, or item deterioration.

12.2 Client assumes all risk for fragile, unstable, or poor-condition items.

12.3 Company shall not be liable for indirect, incidental, or consequential damages.

12.4 Maximum liability is limited to the total amount paid by Client for the Services giving rise to the claim.

13. No Professional Advice

13.1 Services are for organizing only; no legal, financial, medical, safety, or professional advice is provided.

13.2 Client decisions based on recommendations are their sole responsibility.

14. Results & Maintenance Disclaimer

14.1 Organizing results depend on Client participation, decision-making, and ongoing maintenance.

14.2 Company does not guarantee long-term outcomes or Client satisfaction.

15. Force Majeure

15.1 Company is not liable for delays or failure due to events beyond its reasonable control, including illness, accidents, natural disasters, or supply shortages.

16. Dispute Resolution; Governing Law

16.1 Parties agree to attempt good-faith resolution before mediation.

16.2 Mediation will occur in Harris County, Texas; unresolved disputes will go to binding arbitration in Harris County, Texas.

16.3 Disputes must be individual; no class or collective actions.

16.4 Prevailing party may recover reasonable attorney's fees and costs.

16.5 This Agreement is governed by Texas law.

17. Independent Contractor

17.1 Company is an independent contractor; no employment, partnership, or joint venture is created.

18. Right to Refuse / Terminate Services

18.1 Company may suspend or terminate Services if premises are unsafe, unsanitary, hostile, or hazardous, at its sole discretion, with no refund obligation.

19. Non-Custody / Bailment

19.1 Company does not assume legal custody or safekeeping of Client property and is not liable for storage or loss beyond the scope of Services.

20. Operational Authority

20.1 Client authorizes Company to make operational decisions necessary to perform Services efficiently, including workflow, layout, donation routing, and system implementation.

21. Intellectual Property & Non-Solicitation

21.1 Company retains ownership of all methods, templates, and organizational systems.

21.2 Client will not solicit, hire, or contract Company staff for private services for 12 months following the last date of Service.

22. Entire Agreement

22.1 This Agreement constitutes the entire understanding and supersedes all prior agreements and communications.

22.2 This Agreement incorporates and aligns with the Company's Refund & Cancellation Policy.