Thornbury Master Services Agreement

Version 2026-10-27. Between Troy Banagas, doing business as Thornbury ("Thornbury"), and the client named in Schedule A. This is the same agreement published at thornbury.tech/terms.

1. How this works

This agreement covers every Order Form (Schedule A) that you and Thornbury sign or accept online, including an order you accept at checkout. If an Order Form conflicts with this agreement, the Order Form controls for that order.

2. What you get

Thornbury delivers the packages on your Order Form as described. Other work is extra and quoted first. Websites include 2 revision rounds; more is $95 an hour, quoted first. On the monthly plan there is no setup fee and the build is included, with a website of up to 8 pages; each extra page is $15, one time, quoted before Thornbury starts it. The monthly plan also includes 2 free change requests a month, and Thornbury responds to each within 48 business hours (business hours are 8:30 a.m. to 7 p.m. Mountain time, Monday to Friday). The plan includes Kaya, an AI assistant that answers calls, texts and website chat for your business and tells people it is an AI assistant. Kaya answers from the business information you give Thornbury and hands off to you when it should.

3. Speed guarantee

Your website's home and main service pages will have a Performance score of 80 or higher (the speed score shown first) on Google PageSpeed Insights (mobile), median of three runs at handoff, measured with the chat, quote form and booking tools Thornbury installs already on the page. If a page falls short, Thornbury fixes it free until it passes. Excluded: other third-party tools, widgets, tracking or embeds you request; video, sliders or animation you require against our advice; changes by anyone else after handoff; hosting, DNS or domains Thornbury doesn't manage; consent, accessibility or compliance tools you add or must add; changes to how Google scores pages; and outages during testing (the test is repeated). Thornbury tells you in writing before adding anything expected to lower your score.

4. Timeline

Timelines start when Thornbury has your payment and every required onboarding item in Section 6 is saved in your client portal, and pause while we wait on you, your access or your approvals. On-time guarantee: live 5 days after Thornbury has what it needs from you, or your money back. If Thornbury misses that date, it refunds your $299 and still finishes the work. Text messaging features, including missed-call text-back and review requests by text, start only after the wireless carriers approve the Client's business for business texting (A2P 10DLC registration). Thornbury submits the registration within 2 business days of receiving the Client's business details. Carrier review time is outside Thornbury's control and is not counted toward the 5-day go-live guarantee.

5. Payment

Monthly plan: there is no setup fee. You're billed $299 when you check out (work begins when it clears). Your next $299 is 35 days after checkout (the 5 day guarantee window plus 30 days), then every 30 days, in advance, until canceled. Prepaid plans: the 3 months paid up front are not refundable and can't be canceled early; in exchange, the fourth month is free, and the plan is month to month afterward. Multi-location discounts apply only to that Order Form. Discount codes apply once, to the order they're entered on, and can't be combined. A referral credit of one free month is earned when the referred client's first payment clears and is

applied after the 5 day guarantee period; it is void if that payment is refunded. Pay by card or bank transfer through Thornbury's link. If a payment is late, Thornbury may pause work and hosting until it's paid. If either of us has to sue to enforce this agreement, the prevailing party may recover its reasonable attorney fees and court costs. If an amount you owe is more than 30 days past due and Thornbury refers it to a collection agency or attorney, you agree to pay the reasonable costs of collecting it, including reasonable attorney fees, to the extent the law allows. These costs are never charged for an amount you dispute in good faith in writing. Prices exclude taxes. Card payments, including Apple Pay and Google Pay, are processed by Stripe. By paying you authorize Thornbury to charge your card for the first payment and, on a monthly plan, to keep it with Stripe and charge it each month until you cancel, as the checkout screen states. We never see or store your card number.

6. What you provide

To start your 5 day clock, save these in your client portal: your services, your hours, where you work, your web address (or that you don't have one), manager access to your Google Business Profile (or that you don't have one), user access to your Yelp page (or that you don't have one), how jobs get booked, your licenses and insurance (or that you have none to list), your logo and photos, and your consent for Kaya to answer for you. Optional items never hold the clock. DNS access or help with your domain is also needed to put your site on it. Thornbury may use content and photos you've already published on your website, Google, Yelp or Facebook, and licensed stock images where you have none. You're responsible for the accuracy of your business information and any licenses or insurance you advertise. Thornbury asks every customer for a review, whatever they thought of the job, and does not hold back review requests from unhappy customers (review gating).

7. You own it

Your domain, Google Business Profile and Yelp accounts are always yours. On a monthly plan, you own your site's content, pages and design from your first payment. Thornbury keeps its templates, code and tools and gives you a permanent license to use them in your site. Thornbury may show finished work in its portfolio unless you object in writing.

8. Hosting

Thornbury hosts sites on an active monthly plan. You can ask for a full export of your site at any time, and you get it within a day, at no charge. If you cancel, the export is sent within a day of your final payment, and hosting ends 30 days after the plan ends. From your client portal you can also download your own records that Thornbury holds for you (your onboarding answers, Kaya's notes, activity counts, jobs and credential dates).

9. Canceling

Either of us can cancel a monthly plan with 30 days' written notice (email counts). Service continues through the notice period, and your last charge covers only the days left in it. Other prepaid amounts beyond that are refunded, except the 3 prepaid months in Section 5. Either of us may end this agreement if the other breaches it and doesn't fix the breach within 14 days of written notice. If Thornbury cancels without cause, it refunds any unearned amount you prepaid.

10. No promised results

Except for the speed guarantee and the 5 day go-live guarantee, Thornbury doesn't guarantee rankings, reviews, ad results, leads or revenue. Google, Yelp and other platforms set their own rules, and estimates are good-faith projections, not promises.

11. Privacy

Each of us keeps the other's private business information confidential and uses it only for this agreement, until 2 years after the last Order Form ends. Information that's public, already known or independently developed isn't covered.

12. Responsibility

Thornbury will do the work professionally; otherwise, services are provided as is. To the fullest extent the law allows, Thornbury's total liability for any claim is capped at what you paid in the 3 months before it arose, and neither of us is liable for indirect or consequential damages, including lost profits.

13. Legal basics

Colorado law governs, without regard to conflict-of-law rules. Disputes belong exclusively in the state or federal courts for Larimer County, Colorado, and we both consent to their jurisdiction and venue. If a part is unenforceable, it's limited to what is enforceable and the rest stands. Electronic signatures are binding, as is accepting online by checking the box and paying. Notices go to the emails on the Order Form. This agreement and its Order Forms are our entire agreement and change only in a writing we both sign. Neither of us may assign it without the other's consent, except in a sale of substantially all of a business.

14. Advertising

This section applies only if your Order Form lists advertising management. Ad spend is separate from Thornbury's fee: you set a monthly ad budget on the Order Form, the ad platform charges it to your own ad account and card, and Thornbury never holds or fronts your ad spend. Your ad accounts, pixels and data are opened in your name, and Thornbury works in them as your manager with access you can remove at any time. Thornbury will not spend past your monthly ad budget and will ask you before raising it. You can pause or stop ads whenever you want; money already spent on the platform is not refundable by Thornbury. Ad platforms set their own rules, including approval, verification and background checks for Local Services Ads, and can refuse or suspend ads; Thornbury isn't responsible for their decisions, and the fee for work already done stays due. You give Thornbury true information, valid licenses and insurance, and offers you can honor, and you are responsible for what your ads say about your business. Monthly reports show the spend and the calls and leads that the platform and our call tracking record. Section 10 applies to ads: no one can promise ad results. Ad spend is paid to the platform, so it isn't counted as money paid to Thornbury under Section 12. Thornbury's fee for advertising management and any usage-based amount are on the Order Form.

Schedule A: Order Form

Business	
Client	
One-time total (USD)	
Monthly total (USD)	
Due today (USD)	
Multi-location discount (%)	
Order reference	

Scope

By signing, the client accepts this agreement and this Order Form.

Client signature _____

Date _____

Thornbury: Troy Banagas, troy@thornbury.tech