

Thornbury Master Services Agreement

Version 2026-09-29.2. 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, the client named on it, and Thornbury sign or accept online. For an order placed on our website, the order you review and accept at checkout is your Order Form. If an Order Form and this agreement ever conflict, the Order Form wins for that order.

2. What you get

Thornbury delivers the packages on your Order Form as described in its package descriptions. Anything else is extra and quoted first. A one-time package is done when the site is live on your domain or your listing updates are submitted. You have 5 business days after delivery to request revisions; after that the work is accepted. Website packages include 2 revision rounds; more work is \$95 an hour, quoted first.

3. Speed guarantee

For website packages, your home page and main service pages will score 90 or higher on Google PageSpeed Insights (mobile), measured at handoff as the median of three runs. If a page falls short, Thornbury fixes it free until it passes. Not covered, because it's outside Thornbury's control: third-party tools, widgets, tracking or embeds you request; autoplay video, sliders or animation you require against Thornbury's advice; changes after handoff by anyone but Thornbury; hosting, DNS or domain services Thornbury doesn't manage; consent, accessibility or compliance tools you add or must add; changes Google makes to how it scores pages; and outages during testing, in which case the test is repeated. Thornbury will tell you in writing before adding anything expected to lower your score.

4. Timeline

Timelines start once Thornbury has your deposit and the materials in Section 6. Time spent waiting on you, or on your access or approvals, doesn't count. On-time guarantee: each one-time package is done within the time shown for it (Presence Fix 7 days, Launch 14 days, Launch Pro 21 days), counted this way. If Thornbury misses that date, it refunds what you paid for that package and still completes the work.

5. Payment

One-time packages: 50% deposit to start, the rest on delivery; work starts when the deposit clears. Monthly plans: billed in advance from go-live, renewing monthly until canceled; months paid at checkout count from go-live. Prepaid plans: if you choose to pay 3 months up front, those 3 months are paid in advance, are not refunded and can't be canceled early, and in exchange the Presence Fix is included at the discount shown at checkout. After the 3 months, the plan is month to month. Multi-location discounts apply only to that Order Form. Pay by card or bank transfer through Thornbury's link. Balances more than 15 days late accrue 1.5% a month, or the highest rate the law allows if lower, and Thornbury may pause work and hosting until paid. You pay reasonable collection costs and attorney fees on any unpaid balance. Prices don't include taxes.

6. What you provide

Within 5 business days of your order: your business details (services, service area, hours, license numbers), logo, photos, and DNS access or help for your domain. You allow Thornbury to 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.

7. You own it

Your domain, Google Business Profile and Yelp accounts are always yours. Once paid in full, you own your site's content, pages and design. Thornbury keeps its own templates, code and tools and gives you a permanent license to them as part of your site. Thornbury may show finished work in its portfolio unless you object in writing.

8. Hosting

Sites on a monthly plan are hosted by Thornbury while the plan is active. If you cancel, Thornbury sends you an export of your site within 14 days of your final payment, and hosting ends 30 days after the plan ends.

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 monthly charge covers only the days left in it. Anything you prepaid beyond that is refunded, except the 3 months of a prepaid plan (Section 5), which are not refunded. Either of us can end this agreement if the other breaches it and doesn't fix the breach within 14 days of written notice. If you cancel a one-time package before delivery, the deposit isn't refundable; if Thornbury cancels without cause, it refunds any unearned deposit.

10. No promised results

Other than the speed guarantee, Thornbury doesn't guarantee rankings, reviews, ad results, leads or revenue. Google, Yelp and other platforms set their own rules. Estimates are good-faith projections, not promises.

11. Privacy

We each keep the other's private business information confidential and use it only for this agreement, during it and for 2 years after the last Order Form ends. This doesn't apply to information that's public, already known, or developed independently.

12. Responsibility

Thornbury will do the work professionally; beyond that, services are provided as is. 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. These limits apply to the fullest extent the law allows.

13. Legal basics

Colorado law governs this agreement wherever you are located, without regard to conflict-of-law rules. Any dispute belongs exclusively in the state or federal courts for Larimer County, Colorado; we both agree to their jurisdiction and waive any objection to that venue. If any part is found unenforceable, it's limited to what is enforceable and the rest stands. Electronic signatures are binding, and so is accepting this agreement online by checking the box at checkout and paying. Notices go to the emails on the Order Form. This agreement and its Order Forms are our whole agreement and can only change 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.

Schedule A: Order Form

Business	
Client	
One-time total (USD)	
Monthly total (USD)	
Deposit due now (USD)	
Multi-location discount (%)	
Order reference	

Scope

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

Client signature

Date

Thornbury: Troy Banagas, (970) 305-5882, troy@thornbury.tech