

SERVICE AGREEMENT



This Agreement ("Agreement") is made between Master Home Repairs, LLC ("Service Provider") and _____ ("Client"), effective as of _____, _____. This Agreement governs the terms and conditions for handyman services provided by the Service Provider to the Client within the State of Florida.

1. Scope of Services

- The Service Provider agrees to perform the services specified in the attached proposal or work order ("Scope of Services"). Additional services not specified will require a Change Order and may incur additional charges.

2. Estimates and Payment Terms

- **Quote Validity:** Estimates are valid for **30 days** from the date of issuance. Any delay in acceptance may result in changes to the estimated cost.
- **Materials:** The quoted price **excludes** the cost of materials unless specifically itemized in the quote. The Client agrees to pay for all materials required for the job or authorize the Service Provider to purchase them on the Client's behalf.
- **Deposits:** If there is a deposit noted on the Quote or Estimate, this is a non-refundable deposit that is required upon signing this Agreement to secure scheduling and cover initial material costs for your specific needs. Deposit payment is due as outlined on the Quote or Estimate.
- **Change Orders:** Any alterations, additions, or changes requested after work has commenced will require a Change Order. The Change Order Fee is **\$100** and will cover administrative, planning, and labor adjustments.

3. Change Orders

- **Definition:** A Change Order is any modification to the original Scope of Services, requested by the Client or necessitated by unforeseen circumstances.
- **Approval Process:** All Change Orders must be approved in writing by the Client and will include any additional fees, labor, and materials necessary to complete the requested changes.
- **Fee:** The Change Order Fee is due upon acceptance of the Change Order. Additional labor and material costs will be invoiced separately.

4. Payments and Invoices

- **Payment Schedule:** Payments are due according to the agreed schedule, with final payment due upon completion of the project.
- **Late Payment:** Payments not received within **5 Days** of the due date may incur a late fee of **5% or \$25, whichever is greater**.
- **Final Payment:** The Service Provider will provide a final "PAID" invoice upon completion and receipt of final payment. Terms are **Payable on Receipt (same day) of completion unless otherwise stated on the quote/invoice**. Failure to remit payment may result in collection actions and additional fees.

5. Cancellations and Refunds

- **Non-Refundable Deposits:** Deposits are non-refundable, as they cover scheduling, administrative preparation, and securing necessary resources.
- **Cancellation by Client:** If the Client cancels services prior to commencement, the Service Provider retains the deposit. For cancellations after work has begun, the Client will be invoiced for any completed work and materials purchased.

6. Materials and Warranty

- **Materials Not Included:** The cost of materials is not included in the quote or estimate unless expressly listed. The Client is responsible for all material costs or may choose to provide them if approved by us.
- **Warranty:** The Service Provider warrants that all work will be completed in a professional and workmanlike manner. This warranty covers labor only and does not include materials, which are subject to manufacturer warranties.

7. Permits, Contractor Role, and Liability

- If a county building permit is required for any portion of the work, the **Homeowner is solely responsible for obtaining all necessary permits** from the appropriate authorities. In doing so, the Homeowner agrees to **act as the contractor of record** for the project and to assume all associated responsibilities, including scheduling inspections, ensuring code compliance, and satisfying any municipal requirements.
- Furthermore, by acting as the permit holder and contractor of record, the Homeowner accepts and assumes **all present and future liability** associated with the work performed under this agreement. The Service Provider shall not be held liable for any defects, code violations, fines, penalties, or damages—whether direct or indirect—arising after completion of the work.

8. Site Access and Conditions

- **All areas needed for our services need to be cleared and properly cleaned so that we may complete our work in a timely and efficient manner.** The Client agrees to provide necessary access to the property and ensure conditions are safe and suitable for work. Any delays caused by the Client or unsuitable site conditions may incur additional fees.

9. Liability and Insurance

- **The Service Provider is fully insured** and agrees to comply with Florida state and local laws. The Service Provider is not liable for pre-existing conditions, damages arising from improper maintenance, or any issues not directly related to the completed work.

10. Dispute Resolution

- Any disputes arising under this Agreement shall be resolved first through mediation. If unresolved, the dispute may be submitted to binding arbitration in accordance with the rules of the State of Florida. Any legal fees incurred will be that of the client.

11. Termination

- Either party may terminate this Agreement with written notice. Termination by the Client after work has commenced will result in invoicing for completed work, labor, and materials.

12. Entire Agreement

- This Agreement constitutes the entire agreement between the Service Provider and the Client. Any amendments must be in writing and signed by both parties.

By signing below, the Client agrees to the terms and conditions set forth in this Agreement.

Client Signature: _____ **Date:** _____

Service Provider Signature: _____ **Date:** _____