

Fox Hill Luxury Real Estate Services

Terms and Conditions



Effective Date: 01/01/2016

These Terms and Conditions (“Agreement”) govern the services provided by Fox Hill Luxury Real Estate Services, a licensed, bonded, and insured home improvement contractor in the state of Connecticut (“Company,” “we,” “our,” or “us”). By engaging our services, you (“Client,” “you,” or “your”) agree to these Terms and Conditions. Please read them carefully.

1. Scope of Services

Fox Hill Luxury Real Estate Services provides a wide range of home improvement services, including but not limited to property maintenance, management, renovations, repairs, landscaping, and other related services (“Services”). Specific services to be performed will be outlined in the service agreement, including any applicable pricing, timelines, and deliverables.

2. Licenses, Bonds, and Insurance

Fox Hill Luxury Real Estate Services is a licensed, bonded, and insured home improvement contractor in the state of Connecticut. Our work is conducted in full compliance with all applicable state and local laws and regulations. A copy of our license, bond, and insurance policy will be made available upon request.

3. Client Responsibilities

To ensure the efficient completion of Services, you agree to:

- Provide access to your property during agreed-upon working hours.
 - Ensure that the work area is safe and free of hazards.
 - Supply necessary permits or approvals if required, unless otherwise specified in the service agreement.
 - Inform us of any specific preferences, restrictions, or concerns related to the Services.
 - Make timely payments as outlined in the invoice or service agreement.
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4. Service Agreement & Estimates

Before starting any work, we will provide a written estimate detailing the scope of Services, timeline, and costs. The estimate is subject to change only if additional work is required, or unforeseen complications arise. Any such changes will be documented and must be agreed upon by both parties before proceeding.

The signed agreement between the Client and Company shall constitute the entire understanding regarding the Services.

5. Payment Terms

- **Payment Schedule:** Payment terms will be outlined in the service agreement or invoice. Unless otherwise agreed, a deposit is required before work begins, with the balance due upon completion of the project or as otherwise specified in the agreement.
 - **Late Payments:** Payments that are not received by the due date may be subject to a late fee of [X]% per month on the outstanding balance. The Company reserves the right to halt or suspend Services in the event of non-payment.
 - **Accepted Payment Methods:** We accept payment via check, credit card, or bank transfer. Cash payments are not accepted.
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6. Project Timeline

We will make reasonable efforts to complete the Services within the agreed-upon timeframe. However, the Company is not responsible for delays caused by circumstances beyond our control, including but not limited to weather conditions, material shortages, or client delays in providing necessary approvals or decisions.

7. Change Orders

Any changes or additions to the original scope of work must be documented in a written change order and approved by both parties before proceeding. Additional costs or time extensions due to change orders will be outlined in the updated service agreement.

8. Warranty

Fox Hill Luxury Real Estate Services offers a limited warranty on labor for [X] months following the completion of the Services. This warranty covers defects in workmanship, but does not cover damage caused by misuse, neglect, or external factors (e.g., weather, natural disasters). Manufacturer warranties on materials or products installed will be passed on to the Client.

9. Liability and Indemnification

- **Company Liability:** Fox Hill Luxury Real Estate Services is fully responsible for the safe and professional execution of the Services. Our liability is limited to the amount paid for the specific Service under the service agreement, and we will not be liable for any incidental or consequential damages.
 - **Client Indemnification:** You agree to indemnify and hold harmless Fox Hill Luxury Real Estate Services, its employees, and subcontractors from any claims, damages, or expenses arising from the use of the property or any acts of negligence or misconduct on your part.
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10. Termination of Agreement

Either party may terminate this Agreement with written notice under the following conditions:

- **By the Client:** If the Client wishes to cancel the project, they must notify us in writing at least [10] days in advance. The Client will be responsible for all work completed and costs incurred up to the point of cancellation.
- **By the Company:** Fox Hill Luxury Real Estate Services may terminate the Agreement in the event of non-payment, hazardous conditions, or if the Client fails to comply with any provision of this Agreement.

Upon termination, the Client is responsible for paying for all Services rendered up to the termination date.

11. Dispute Resolution

In the event of a dispute, both parties agree to attempt to resolve the matter through informal negotiation. If negotiation fails, the dispute will be resolved through binding arbitration in accordance with the laws of the state of Connecticut. Arbitration will take place in [State of Connecticut], and the prevailing party will be entitled to recover reasonable attorney's fees and costs.

12. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of the state of Connecticut. Any disputes arising from this Agreement will be subject to the jurisdiction of the courts located in [County, Connecticut].

13. Confidentiality

Fox Hill Luxury Real Estate Services agrees to maintain the confidentiality of all sensitive or private information provided by the Client during the course of the project, including but not limited to financial information, business operations, and any proprietary materials.

14. Force Majeure

The Company shall not be held liable for any failure to perform its obligations under this Agreement if such failure is due to circumstances beyond its reasonable control, including but not limited to strikes, labor disputes, natural disasters, or government regulations.

15. Severability

If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.

16. Entire Agreement

This Agreement constitutes the entire understanding between the Client and Fox Hill Luxury Real Estate Services regarding the Services provided. Any amendments or modifications to this Agreement must be in writing and signed by both parties.

By engaging Fox Hill Luxury Real Estate Services, you acknowledge that you have read, understood, and agreed to these Terms and Conditions.

For further inquiries, please contact us at:

Fox Hill Luxury Real Estate Services

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203-921-8994

luxuryreservice.com