

# TD Home Services Contract

The following Agreement between TD Home Services ("TDHS") and the party ("Client"), collectively ("the Parties"), and becomes effective upon the Client accepting TDHS's quote or otherwise being added to the TDHS schedule:

## **1. Scope of work**

- a. The scope of work is whatever the parties agree to in the quote.
- b. Modifications to the scope of work can be made by either party and by any reasonable means.
- c. The Parties agree and acknowledge that alterations in scope of work may result in an increase of the Client's final payment owed to TDHS.

## **2. Pricing and Payment Terms**

- a. For Hourly Repairs: The Client agrees to pay TDHS an hourly rate of \$150/hour, with a minimum project fee of \$150.
  - i. Client agrees to pay TDHS its hourly rate for ANY time TDHS is taking steps to carry out their project, including but not limited to
    1. travel to the job site,
    2. retrieving materials,
    3. hauling materials to the landfill.
- b. For Quoted Projects: The price of the quote is fixed, subject to significant variations in the scope of work.
  - i. Client agrees and acknowledges that any additional work requested by the Client will be added to the existing quote via Change Order.
    1. PLEASE NOTE: Any additional labor hours subsequently added to an existing quote will be billed at ADDITIONAL \$150/hour
    2. Similarly, any additional materials will be added to the final bill.
  - ii. A 50% deposit and a valid credit card are required before TDHS schedules any project.
- c. Final payment is due upon receipt of the invoice.
- d. The client agrees to pay 10% of the final bill every 7 days past the due date until payment is made in full.
- e. TDHS reserves the right to pursue legal action for overdue payments.

## **3. Scheduling**

- a. TDHS may adjust the projected schedule by up to  $\pm 14$  days.

## **4. Cancellation Policy**

- a. If the Client cancels the project at any time after paying the deposit, TDHS will retain the full deposit.
  - i. Please note that clients can reschedule without penalty, but TDHS will retain the deposit in the interim
- b. If TDHS cancels the project before it commences, the Client will receive a full refund of the deposit.

## **5. Materials and Costs**

- a. TDHS will bill the Client for the final amount of materials purchased for the job.
- b. Time spent purchasing or disposing of materials is billable at TDHS's hourly rate.

## **6. Warranty**

- a. TDHS warrants that all services performed will be professional and workmanlike, meeting industry standards and/or agreed-upon specifications.
- b. This warranty excludes:
  - i. Defects from misuse, negligence, or improper installation by the Client or third parties not under TDHS's control.
  - ii. Defects that occur beyond a reasonable amount of time after project completion.
  - iii. Defects from unauthorized modifications, failure to follow instructions or unforeseeable use.
- c. The Client agrees to promptly notify TDHS of any defects.
- d. TDHS will repair defects within a reasonable time from Client notification.
- e. The Client agrees to cooperate in the diagnosis and repair of defects.
- f. TDHS is not liable for incidental or consequential damages from warranty breach.

## **7. Governing Law**

- a. This Contract shall be governed by the laws of South Carolina.

## **8. Acceptance of Terms**

- a. If Client pays the 50% deposit, OR, approves the proposed quote, OR accepts our invitation for work, the Client thereby acknowledges that they understand, and agree to all terms and conditions outlined in this contract.

## **9. Key Points Acknowledgment**

- a. Takeaways from above:
  - i. The Client agrees to pay TDHS \$150/ hour on hourly projects for two skilled technicians.
    - 1. This includes but is not limited to the time spent traveling to the job site, retrieving and disposing of materials.
  - ii. The client agrees to pay TDHS \$100/hour on hourly projects for one skilled technician.
  - iii. The Client agrees to pay TDHS a 50% deposit to be added to the schedule.
  - iv. The Client agrees to pay TDHS in full upon receipt of the invoice.
  - v. The Client understands that canceling the job will result in forfeiture of the deposit.
  - vi. The Client understands that they will incur a 10% fee of their final bill for every 7 days past due.