

# Coastal Homes Repairs & Remodeling, LLC [aka CHR&R]

## TERMS AND CONDITIONS

### 1. DEFINITIONS

- “Authorized Handyperson” – a Handyperson dispatched by CHR&R;
- “CHR&R” - Coastal Homes Repairs & Remodeling, LLC
- “Client”, “You” or “Your”- customer(s) purchasing or requesting the services from CHR&R
- “Estimates”- cost calculated based on the details and information provided by the client or based on Estimator notes taken at an on-site consultation with the client;
- “CHR&R”, “We” or “Our”- CHR&R, llc.;
- “Project” – services and work to be handled by CHR&R at the Client’s request;
- “Estimator” – employee of or subcontracted by CHR&R;
- “Technician” and “Handyperson” (used interchangeably) – employee of or subcontracted by CHR&R

### 2. DESCRIPTION OF SERVICES

CHR&R is a fully licensed, insured and bonded professional handyperson service company.

### 3. ESTIMATES

Due to the variable nature of the construction industry, CHR&R provides Estimates and not quotes. Estimates are calculated based on the details and information provided by the Client or on Estimator notes taken at an on-site consultation with the Client.

By accepting an Estimate provided by CHR&R, you are acknowledging that Estimates are subject to change based on the actual job completed and time consumed. Technician(s) will discuss any changes while on-site, and CHR&R will then issue an updated Estimate on any add-ons or changes in orders over \$500.00. By accepting the Estimate, the Client agrees to pay for all requested services contained within the Estimate as well as any additional charges that may be incurred in order to complete the Project. Items that may be on the estimate include labor, materials, disposal fees, materials pick up fees and estimating fees. The Client authorizes CHR&R to pre-authorize a charge to the Client’s credit card based on the approved Estimate.

The final invoice will reflect any changes to the Project which may result from Add-on Requests as outlined in section 3.1, environmental factors, incomplete information from Client or any unforeseen circumstances beyond the control of CHR&R. Due to these circumstances, CHR&R may be required to make additional visits. If any additional visits cannot be scheduled for CHR&R within 1 week, CHR&R will invoice for work completed to date and a new estimate will be created for any additional visits beyond the previously invoiced date.

### **3.1 ADD-ON REQUESTS/CHANGE ORDERS**

On-site requests for additional work by the Client, not contained in the approved work order shall be automatically deemed to be approved by the Client (the "Add-on Requests"). Add-on Requests will only be accommodated if a) the Technician and/or Contractor has the time (request must be able to be completed within 15 minutes or is being completed in place of another task that cannot be completed for whatever reason); and b) Technician and/or Contractor must have the required skills set and materials to accommodate the Add-on Requests. CHR&R reserves the right to refuse any Add-on Requests not contained in the approved work order.

### **3.2 DEPOSIT**

For Estimates at or above \$3,000.00, a 50% deposit is required upon approval of the estimate. Once the deposit is received, CHR&R will place the Project on the schedule. The remaining balance is due upon completion of the work.

## **4. CANCELLATION / RESCHEDULING BY THE CLIENT**

### Estimates below \$3,000

For approved estimates below \$3,000 the client may cancel a request, an estimate or a scheduled job, without penalty prior to the 24-hour window.

If the client cancels/reschedules a job within 24 hours of a scheduled appointment/visit, a \$200 cancellation fee will apply. The Client acknowledges, understands and agrees to this cancellation fee. CHR&R reserves the right to apply the cost of materials in addition to the minimum cancellation charge.

### Estimates At or Above \$3,000

For approved estimates at or above \$3,000 the client may cancel a request, an estimate or a scheduled job, without penalty 14 days prior to the scheduled commencement.

If the client cancels/reschedules a job within 14 days of a scheduled appointment/visit, a cancellation fee equal to 10% of the approved estimate will apply. The Client acknowledges, understands and agrees to this cancellation fee. CHR&R reserves the right to apply the cost of materials in addition to the cancellation fee.

#### **4.1 CANCELLATION / RESCHEDULING BY CHR&R**

CHR&R shall not be responsible to the Client for any failure, in whole or in part, to perform any obligations hereunder, to the extent and for the length of time that performance is rendered impossible or commercially impractical, owing to any one or more of the following: acts of God; natural disasters; public insurrections; war; terrorist attack; strikes; lockouts; vehicle failures or accidents; or labour disputes not related to any breach of any labour contract or unfair labour practice by CHR&R; embargo; and/or other circumstances of substantially similar character beyond the reasonable control of CHR&R. In the event of any of the foregoing, CHR&R will make reasonable efforts to notify the Client of the event and, when reasonably practicable, reschedule the appointment with the Client.

In the event that CHR&R cancels/reschedules a job in accordance with this section, it will not be subject to any form of penalty and/or cancellation charge.

#### **5. CONFIRMATION**

A confirmation email is sent out to Clients 24 hours prior to the scheduled appointment/visit. Client is required to confirm by clicking the link provided in the confirmation email. Client understands and acknowledges that a lack of confirmation will not be considered a cancellation or a request to cancel or reschedule.

#### **6. MATERIALS AND LABOR PROVIDED**

Finishing materials should be provided by the Client to ensure your own satisfaction. Client has the option to request that CHR&R provide the finishing materials. In the event the finishing materials are requested from CHR&R, a sourcing fee of 30% of total material costs will be applied to the final invoice, in addition to the cost of the materials

purchased. By requesting CHR&R to select and purchase the finishing materials, the Client is authorizing CHR&R to make its own decisions in relation to materials, and the Client waives its right to make or bring any claims or action against CHR&R due to the materials selected by CHR&R.

Specialty and/or custom materials that are sourced and purchased by CHR&R will be subject to an hourly Sourcing Charge Premium and this Premium will be added to the final invoice.

## **7. MINIMUM CHARGE**

CHR&R will apply a \$200 minimum charge for all jobs requiring less than two hours to complete. Any cost of materials will be charged separately.

## **8. PAYMENT TERMS**

Once the work is completed by CHR&R, CHR&R will invoice the Client, and payment will be due in full upon receipt of the invoice.

All invoices must be paid in accordance with the aforementioned payment terms regardless of any pending warranty calls. A maximum of 10% of the total invoice amount may be held back for any pending warranty calls.

CHR&R will provide a reminder for any unpaid invoices of over seven (7) days. CHR&R reserves the right to charge the Client's credit card on file for any unpaid invoices of over fifteen (15) days. In the event the payment cannot be processed by the credit card on file and payment is 30 days overdue, a 5% late fee or the maximum amount permitted under the laws of State of Florida will be added per month onto the invoice.

The Client understands and agrees that any payment to CHR&R is non-refundable unless otherwise determined by CHR&R in its sole discretion.

CHR&R Technicians/Handypersons have no authority over the price or cost of any Estimate or work completed by CHR&R. Technicians may receive cash payments on-site for work completed as outlined in the Estimate, but only if the exact amount of payment is made. Change will not be provided.

## **12. WARRANTY**

CHR&R warrants that CHR&R's services provided by a CHR&R Technician or Authorized Contractor/Handyperson will be free from defects in workmanship for a

period of ninety (90) days from the date the services are completed on general repairs and/or maintenance requests. This warranty extends to one (1) year for new installations with exceptions as outlined in section 12.1. Clients who are unsatisfied with the work completed will notify CHR&R in writing of their concerns within the aforementioned timeframe.

## **12.1 EXCEPTIONS TO WARRANTY**

The warranty outlined in section 12 does not apply to any damages that arise as a result of moisture or any weather-related cause, material failure, accidents, misuse or abuse by Client, ground shifting, ordinary wear and tear, Client's change in mind after approval of Estimate or Client's dissatisfaction with no specific or reasonable reason.

## **13. JOB SITE PREPARATION**

Clients must clear workspaces from any and all personal and fragile items prior to the arrival of CHR&R Technicians. Technicians use drop cloths to cover and protect all items that are too large to move or any surfaces that are not required to be repaired. CHR&R will not be responsible in the event of any damage to personal items or property that were not properly removed or stored. Additional charges will be added to the Client's final invoice if Clients fail to adequately clear the workspaces.

CHR&R's Estimate does not include the removal of any garbage, fixtures, etc. Clients may request disposal services for an additional charge. The charges will be based on the items and volume that are required to be disposed of.

## **14. INTELLECTUAL PROPERTY**

14.1 Definition of Intellectual Property. For purposes of this Agreement, "Intellectual Property" includes trade-marks, trade names, copyrights, logos, patents, pending patent applications, ideas, concepts, inventions, discoveries, findings, works of authorship, designs, methodologies, business processes, software code, data, files, know-how, trade secrets, all rights in respect of the foregoing together with all related goodwill.

14.2 CHR&R's IP. All Intellectual Property conceived, developed, created or acquired by CHR&R's and/or its Representatives either: (a) prior to the term of this Agreement, or (b) during the term of this Agreement that is developed in the normal course of CHR&R's business for the benefit of its customer base generally is, and shall remain, the sole and exclusive property of CHR&R.

## **15. CLIENT INTAKE FORMS**

The Client shall provide to CHR&R using the “CHR&R Contact Form” accurate and reliable contact details and other information, and shall update the information promptly to reflect any changes in information.

A Client’s willful or negligent provision of inaccurate or unreliable information, its willful failure to update the information provided to CHR&R within five (5) days of any change, or the Client’s failure to respond for over ten (10) days to inquiries by CHR&R concerning the accuracy of information shall constitute as a material breach of the agreement between the Client and CHR&R and a basis for suspension and/or cancellation of the Client’s account.

## **16. LIMITATION OF LIABILITY**

Under no circumstances will CHR&R be liable for special, incidental, consequential, exemplary, punitive or indirect damages, loss of goodwill or business profits. CHR&R’s liability to the Client arising out of this Agreement, or any way relating to the services provided by Job to the Client, will be limited to direct damages and/or to specific performance of any services, and such liability will, in the aggregate, not exceed the sum of the total fees paid or payable to CHR&R by the Client for the specific services completed.

## **17. INDEMNIFICATION**

Unless caused by the willful misconduct of CHR&R, the Client agrees to protect, defend, hold harmless and indemnify CHR&R, its affiliates, divisions, subsidiaries, successors and assignees and each of their respective officers, directors, shareholders, agents, subcontractors and employees from and against all claims, liabilities, suits, damages, judgments, orders, fines, dues, demands, costs and expenses (including reasonable legal fees, experts and witness fees, and expenses) arising out of or in any way related to any act, omission or negligence of the Client, his agents, employees or subcontractors. Without limiting the generality of the foregoing, the Client shall indemnify CHR&R against any and all claims relating to the death or injury to any person or damage to property suffered by any person.

## **18. CONFIDENTIAL INFORMATION**

18.1 For the purpose of this Agreement, “Confidential Information” means, when used in relation to a party hereto, any confidential and/or proprietary information concerning the business and affairs of that party including, without limitation, the terms of this Agreement. For greater certainty and without limiting the generality of the foregoing CHR&R’s Intellectual Property is Confidential Information and the Client’s information

provided in the Contact Form and the Client's credit card information are the Confidential Information of the Client.

18.2 Each party hereto covenants and agrees to use commercially reasonable efforts to keep all Confidential Information of the other party confidential and not to disclose it to any person or entity or use it for any purpose either during the term of this Agreement, except as may be necessary to perform its obligations hereunder, or after the termination of this Agreement for any reason, except with the prior written consent of the other party. Notwithstanding the foregoing, such restrictions shall not apply to: (i) Confidential Information that is or becomes generally available to the public other than as a result of any disclosure made by a party in violation of this provision; (ii) Confidential Information that is required to be disclosed by law or by any court, governmental or regulatory authority, provided that the disclosing party shall use all reasonable efforts to notify the other party of such requirement so that the other party may seek a protective order or other appropriate remedy; or (iii) Confidential Information that is disclosed to a potential buyer of CHR&R's business where such potential buyer is under a corresponding duty of confidentiality.

18.3 During the course of providing Services, CHR&R may make use of third-party cloud and/or internet applications, including but not limited to storage services and CRMs (Customer Relationship Management). The Client consents to the use of such cloud and/or internet applications and acknowledges that the security of information stored this way depends on the security practices of such third parties and other factors outside of CHR&R's control. It is agreed that if Confidential Information stored with such cloud applications is compromised, CHR&R shall not be liable to the Client and shall not be considered a breach of its obligations.

## **19. MODIFICATION/CHANGE TO THE SERVICES**

Client may, from time to time, make requests to modify and/or change the original scope of work agreed to between the parties. Any change and/or modification will take effect only after the Client has received written approval from CHR&R and an Updated Estimate, which includes a revised scope of work, pricing and timeline, and is electronically accepted by both parties. Absent the foregoing, the parties shall adhere to the terms of the original scope of work.

## **20. GOVERNING LAW**

This Agreement shall be interpreted, construed and governed by the laws of the state of Florida and binding on all parties hereto, their successors, assignees and beneficiaries.

This Agreement shall be deemed to have been entered into in Florida where it is to be executed, and the parties hereto acknowledge the exclusive jurisdiction of the State of Florida and the county in which work was performed and/or CHR&R offices reside.

## **21. INTERPRETATION**

Headings and titles are for convenience only and shall not be used to interpret, or as a guide for interpretation of, this Agreement. The word “or” is not exclusive and the word “including” is not limiting (whether or not non-limiting language such as “without limitation” or “not limited to” or other words of similar import are used with reference thereto.) A word importing the masculine gender should be read to include the feminine or neutral, a word in the singular includes the plural, a word importing a corporate entity includes an individual, and vice versa and “person” will mean an individual, partnership, corporation (including a business trust).

## **22. GENERAL PROVISIONS**

This Agreement represents the entire understanding and agreement between the parties and supersedes all prior agreement (if any), whether written or oral, between the parties for the services provided by CHR&R at the Premises. If any conflict exists between this Agreement and any other agreement for the same service, including any purchase order, the terms of this Agreement shall prevail notwithstanding any provision in the other agreement which may specify otherwise. CHR&R’s failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof. The indemnification provision contained herein shall survive the termination of this Agreement. This Agreement is a contract legally binding on CHR&R and the Client and their respective heirs, agents, successors and assigns, in accordance with the terms and conditions set out herein. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

## **23. ACCEPTANCE OF TERMS AND CONDITIONS**

CHR&R shall have the right at any time without notice to change or discontinue any aspect or feature, including, but not limited to, content, hours of availability, services provided and equipment needed for access or use.

By clicking “Approved”, the client is executing and approving CHR&R estimate and any/all additional services, change orders, and warranty waivers associated with using the



services. The client acknowledges having read, understood and agrees to be bound by the terms and conditions of this Agreement.

## **24. CHANGE TERMS**

CHR&R reserves the right to change, modify, add, or delete portions of the Terms and Conditions at any time without notice, in our sole discretion from time to time without further notice. In the event of changes, CHR&R will update and post the most recent version of the Terms and conditions on CHR&R website. CHR&R will indicate at the bottom of such page the date of the last revision or modification. It is the client's responsibility to regularly verify the term and conditions page for changes to this Agreement and to review such changes.