

HOME SERVICES INSTALL & REPAIR LLC
PROJECT AGREEMENT / TERMS & CONDITIONS

This Agreement is entered into between Home Services Install & Repair LLC (“Contractor”) and the Customer named on the estimate, proposal, invoice, or work order (“Customer”).

By signing, approving electronically, or submitting deposit/payment, Customer agrees to the following terms and conditions.

1. SCOPE OF WORK

Contractors shall provide labor, materials, and services specifically described in the approved estimate, proposal, invoice, or attached scope of work.

Any work not specifically listed is excluded unless added through a written change order signed or approved by Customer.

Contractor is not responsible for:

- Existing defects or hidden conditions
- Engineering unless specifically included.
- Upgrades required by newly discovered code issues
- Work performed by others
- Damage caused by pre-existing conditions

2. CHANGE ORDERS

Any alteration or deviation from the original scope of work involving additional labor, materials, design changes, hidden conditions, or customer-requested modifications may require a written change order and additional charges.

Change orders may also extend estimated completion timelines.

Contractor reserves the right to pause additional work until change orders are approved.

3. PAYMENT TERMS

A deposit of 50% is required prior to scheduling labor, ordering materials, or beginning work unless otherwise stated in writing.

Remaining balances shall be due according to the payment schedule outlined in the estimate, invoice, or proposal.

Delinquent payments may result in:

- Suspension of work
- Project delays or rescheduling
- Storage fees
- Interest charges were allowed by law.
- Collection costs, attorney fees, and court costs if legal action becomes necessary.

Contractor retains a security interest in materials furnished until final payment is received where permitted by law.

Returned checks are subject to applicable bank fees and administrative charges.

4. CUSTOMER-SUPPLIED MATERIALS

Contractor is not responsible for defects, shortages, discontinued items, delays, incorrect sizing, color variations, shipping damage, warranty claims, or performance issues related to customer-supplied materials or products.

Additional labor charges may apply if customer-supplied materials require modification, replacement, special handling, or create delays.

5. HIDDEN OR PRE-EXISTING CONDITIONS

Customer understands remodeling and construction projects may uncover hidden or unforeseen conditions including but not limited to:

- Water damage
- Mold or mildew
- Rot

- Structural deficiencies
- Improper previous construction
- Electrical issues
- Plumbing defects
- Insect or pest damage
- Framing deficiencies
- Code violations
- Asbestos, lead paint, or hazardous materials

Correction of hidden conditions is not included unless specifically stated and may require additional charges.

If hazardous materials are discovered, work may stop until proper remediation is completed.

6. SCHEDULING & DELAYS

Estimated start dates and completion timelines are approximate and not guaranteed.

Contractor shall not be liable for delays caused by:

- Weather
- Material shortages
- Manufacturer delays
- Utility interruptions
- Illness or emergencies
- Labor shortages
- Inspections
- Hidden conditions
- Change orders.
- Acts of God
- Circumstances outside Contractor's reasonable control

7. ACCESS TO PROPERTY

Customer agrees to provide reasonable access to work areas, utilities, electricity, water, and restroom facilities during the project.

Customers shall remove fragile, valuable, or personal items from work areas before work begins.

Contractor shall not be responsible for damage to individual property left within active construction areas.

8. CONSTRUCTION CONDITIONS

Customer understands construction and remodeling naturally create:

- Dust
- Noise
- Vibrations
- Odors
- Debris
- Temporary utility interruptions
- Temporary inconvenience

While reasonable efforts will be made to protect the property and maintain cleanliness, Customer acknowledges some disruption is unavoidable.

9. MATERIAL CHARACTERISTICS

Customers acknowledge natural and manufactured materials may contain:

- Shade variation
- Dye lot variation.
- Pattern differences
- Grain variation
- Surface irregularities
- Minor lippage
- Texture differences

These characteristics are considered normal and are not defects.

10. WATERPROOFING & MAINTENANCE

Waterproofing systems are installed according to manufacturer specifications and accepted industry standards.

Customer is responsible for ongoing maintenance after project completion including:

- Caulking
- Grout sealing
- Ventilation
- Fixture maintenance
- Plumbing maintenance

Failure to maintain these items may void warranty coverage.

11. WARRANTIES

Contractor provides a limited workmanship warranty of one (1) year from substantial completion unless otherwise stated in writing.

Warranty does not cover:

- Normal wear and tear
- Abuse or misuse.
- Neglect or improper maintenance.
- Structural movement or settling
- Moisture intrusion from existing conditions
- Customer-supplied products
- Manufacturer defects
- Damage caused by others
- Cracking due to subfloor movement or structural shifting
- Acts of nature

Manufacturer warranties remain the responsibility of the manufacturer.

Warranty claims must be submitted in writing within the warranty period.

12. PERMITS & CODE COMPLIANCE

Unless specifically included in writing, permit fees, engineering, inspections, HOA approvals, surveys, and specialty certifications are excluded.

Existing homes may not meet current building codes. Additional work required to bring unrelated portions of a structure into code compliance shall be considered extra work.

13. INSURANCE & LICENSING

Contractor maintains applicable insurance coverage as required by law.

Contractor licensing information shall be provided upon request.

14. RIGHT TO DOCUMENT WORK

Contractor reserves the right to photograph and document project progress and completed work for:

- Warranty records
- Documentation
- Training
- Marketing purposes

No personal identifying information will be disclosed without permission.

Customer may request exclusion from marketing use in writing.

15. TERMINATION

Either party may terminate this Agreement for substantial breach.

If Customer terminates the Agreement, Customer agrees to pay for:

- Completed work.
- Labor performed

- Materials purchased
 - Non-refundable special-order items
 - Restocking fees
 - Costs incurred up to termination date
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16. LIMITATION OF LIABILITY

Contractor shall not be liable for incidental, indirect, special, or consequential damages including:

- Loss of use
- Loss of property value
- Lost income
- Temporary housing expenses
- Individual property damage

except where caused by Contractor's gross negligence or willful misconduct.

Contractor's total liability shall not exceed the amount paid under this Agreement.

17. DISPUTE RESOLUTION

The parties agree to attempt to resolve disputes in good faith before initiating legal action.

In the event legal action becomes necessary, the prevailing party may recover reasonable attorney fees and court costs where allowed by law.

18. ENTIRE AGREEMENT

This Agreement, together with the estimate, proposal, invoice, or approved change orders, represents the entire agreement between the parties.

No verbal statements or promises shall change this Agreement unless made in writing.

19. RIGHT OF CANCELLATION NOTICE

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

20. NOTICE OF CANCELLATION

NOTICE OF CANCELLATION

You may CANCEL this transaction, without penalty or obligation, within THREE BUSINESS DAYS from the date of the signed contract.

If you cancel any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the seller of your cancellation notice.

If you cancel, you must make it available to the seller at your residence, in substantially as good condition as when received, any goods delivered under this contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any written notice, to:

HOME SERVICES INSTALL & REPAIR LLC

James@HomeServices-Install.com

Jesi@HomesServices-Install.com

