

TERMS OF SERVICE

Introduction: This Terms of Service Agreement ("Agreement") is entered into by "[Client's Name]" ("Client") and T.O.P Handyman Services ("Service Provider"), a Texas-based entity with expertise in a multitude of handyman services.

Engagement Terms:

- **Effective Date:** The Agreement is effective upon the Client's engagement with the Service Provider's services.
- **Scope of Work:** The Service Provider agrees to perform handyman services as requested by the Client, subject to the terms set forth herein.

Service Provision:

- **Unforeseen Complications:** The discovery of unexpected conditions (e.g., mold, structural decay) may necessitate adjustments to the original cost estimate. The Client shall either agree to the revised estimate or pay for the portion of services rendered.
- **Limitation of Liability:** The Service Provider disclaims liability for damages or injuries from unforeseen site conditions encountered during service provision, including damages found during the inspection phase.
- **Pricing and Estimate Validity:** The Service Provider provides an initial estimate reflecting a bundled pricing model, which is subject to change based on final project scope. The estimate is valid for 30 days from issuance.

Client's Acknowledgment:

- **Satisfaction Guarantee:** The Client may report any service-related issues within 7 days of completion for remedial action.
- **Client's Access Obligation:** The Client must provide necessary access to the property for the execution of services.

Financial Terms:

- **Invoicing and Payment:** Payment is due upon receipt of the invoice, with a grace period of 30 days before additional charges are applied for late payment.
- **Cancellation and Rescheduling:** The Client must provide at least 48 hours' notice to cancel or reschedule a service to avoid cancellation fees.

General Provisions:

- **Indemnification:** The Client shall indemnify the Service Provider against claims arising from service provision, except for those due to the Service Provider's gross negligence or willful misconduct.
- **Client's Responsibility:** The Client ensures that the Service Provider will operate in a safe working environment and will be informed of any known hazards.

Data and Privacy:

- **Confidentiality:** The Service Provider commits to maintaining the confidentiality and privacy of the Client's information in accordance with applicable data protection laws.

Legal and Dispute Resolution:

- **Governing Law:** The laws of the State of Texas govern this Agreement. Disputes shall be resolved through mediation or, if necessary, arbitration.
- **Entire Agreement:** This Agreement supersedes all prior understandings and constitutes the entire agreement between the parties.

Amendment and Modification:

- **Changes to Agreement:** Any amendments or modifications to this Agreement must be in writing and signed by both parties.

Conclusion: The Client's engagement with the Service Provider's services constitutes acceptance of these terms. The Service Provider looks forward to delivering quality handyman services to the Client.