**Home Repair Services Agreement**

This Home Repair Services Agreement (the “Agreement”) is entered into and made effective this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ (the “Effective Date”), by and between **John Doe**, with a mailing address of 1234 Heartland Drive, Anywhere, State 12345 (the “Owner”) and **Construction Company**, a *[insert state in which incorporated]* corporation *[or limited liability company if applicable]*, with a mailing address of 123 Main Street, Somewhere, State 54321 (the “Company”). The Owner and the Company shall collectively hereinafter be known as the “Parties” or “Party,” as applicable.

 **WHEREAS**, the Company offers home repair *[or general contracting]* services and the Owner desires to retain the Company to perform such services in connection with Owner’s home located at the address above;

**WHEREAS,** this Agreement is intended to outline the terms and conditions applicable to the service aspects of such business relationship between the Parties.

 **NOW, THEREFORE,** in consideration of the premises and the mutual covenants contained herein, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto covenant and agree as follows:

1. **DESCRIPTION OF SERVICES.** The Company shall provide home repair services to the Owner as described herein: *[describe, with specificity, the type of home repair services required, i.e., repairing a wooden porch, installing a ceiling fan, etc.]*, based on the Company’s initial estimate given to the Owner (the “Services”).
	1. **Start and End Dates**. The Services shall begin on an agreed upon date, considering the schedules of both Parties, and shall be completed no later than six (6) months after the start date *[or other time period depending on the project]*. Any delay in the weekly progress of the Services shall immediately be brought to the attention of the Owner. Acceptable reasons for reasonable delay include, but are not limited to, inclement weather, product unavailability/backordering, etc.
	2. **Permits**. It shall be the sole responsibility of the Company to research and obtain all permits necessary for the performance of the Services. Costs and fees for permits shall be included in the initial estimate and be a part of the total Compensation being paid to the Company.
	3. **Materials**. A list of home repair materials, fixtures, specifications, brand names, model numbers, and colors of fixtures or items needed, including grades and/or type of building materials, shall be prepared by the Parties.
	4. **Clean Up**. The Company shall be responsible for reasonable daily cleanup of their equipment, materials, and rubbish produced as a result of the Services, as well as final and complete cleanup at the completion of the Services.
2. **CHANGE IN SERVICES**. The Owner may, in its sole discretion, request that changes be made to the Services as the project progresses. If the Owner requests such a change, the Company will use its best efforts to implement the requested change, subject to additional fees and costs based on the requested changes. In the event that the proposed change(s) will, in the reasonable opinion of the Company, require a delay in completion of the Services or would result in additional expense to the Owner, then the Owner and the Company shall confer and the Owner shall, in its discretion, elect either to withdraw its proposed change or require the Company to deliver the Services with the proposed change(s) subject to the delay and/or additional expense. Such change(s) in Services shall be memorialized in writing by way of an amendment to this Agreement.
3. **COMPENSATION**. The Owner shall pay the Company a total fee of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert appropriate dollar amount]* (“Compensation”) for the Services described in the terms of this Agreement. The Parties agree that the Owner shall make an initial payment of $\_\_\_\_\_\_\_\_, which is equal to fifty percent (50%) of the total Compensation amount due to the Company. Once the Company completes the Services as agreed upon by the Parties, including any agreed upon changes and subject to final cleanup, the Owner shall then pay the Company the outstanding balance due. *[can insert other payment terms as desired]*
4. **LABOR AND EQUIPMENT WARRANTY**. The Parties agree that the only warranty or assurance of the Company’s work shall be the warranty that the Company provides for its labor and any standard warranty on equipment used. The Company should provide such warranty information to the Owner with the initial estimate or prior to the initiation of the Services.
5. **LICENSE AND INSURANCE**. The Company shall be licensed and approved for doing business in the state, county, and/or city of the Services provided. Additionally, the Company shall be insured and bonded as to its services. The Company acknowledges and agrees that this information may be subject to verification by the Owner prior to the initiation of the Services. The Company shall cooperate fully in providing the Owner with requested supporting documentation.

The Company shall maintain a policy(ies) of commercial general liability insurance with limits of liability of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate providing coverage for, among other things, blanket contractual liability, premises (specifically damages caused by the Company to the Owner’s property), product/completed operations, and personal injury coverage. All insurance required to be maintained by the Company pursuant to this Agreement shall be maintained with responsible companies qualified to do business, and in good standing, in the state of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert state of Owner]* and which have a rating of at least “A-” in the most current A.M. Best’s Insurance Guide or such similar rating as may be reasonably selected by the Owner if this guide is no longer published. Any policy which the Company is required to maintain under this Agreement shall be non-cancelable and non-amendable with respect to the Owner and the Services without twenty (20) day’s prior notice to the Owner. The Company shall, at least 30 days prior to the expiration of such policies, furnish the Owner with evidence of renewals or “insurance binders” evidencing renewal thereof. Such policies shall be for a term of at least one (1) year, or the length of the remaining term of this Agreement, whichever is less. If the Company cannot or will not provide evidence of the appropriate insurance coverage within five (5) business days of the Effective Date herein, this Agreement shall terminate at that time and any work shall be abandoned and any funds refunded to the Owner within five (5) business days of termination.

Should the Company or its employees and/or contractors sustain any injury as a result of gross negligence of the Owner, then the Owner and/or his homeowners’ policy shall be responsible for the financial costs involved with treating such injury.

1. **STANDARDS**. The Company shall use its professional knowledge and skills to complete the Services in accordance with the laws and regulations for general contractors in the state of \_\_\_\_\_\_\_\_\_\_\_\_ *[insert state of Owner]* as currently adopted and accepted. Additionally, the Company shall comply with any specific standards established in the geographic area in which the Services are being performed. It is the sole responsibility of the Company, as a professional entity, to ensure that such standards are legally followed and observed. The Company shall also be required to comply with regulatory job safety and building code requirements.

\*\*\*insert this paragraph as #6 if individual/company is not licensed as a general contractor\*\*\*

1. **STANDARDS**. The Company shall use its professional knowledge and skills to complete the Services in accordance with the laws, regulations, and/or codes in the state of \_\_\_\_\_\_\_\_\_\_\_\_ *[insert state of Owner]* as currently adopted and accepted. Additionally, the Company shall comply with any specific standards established in the geographic area in which the Services are being performed. It is the sole responsibility of the Company to ensure that such standards are legally followed and observed. The Company shall also be required to comply with regulatory job safety and building code requirements.

\*\*\*END\*\*\*

1. **CONFIDENTIALITY**. The Company is being trusted with access (including, but not limited to, a key, passcode, password, or other security) to the Owner’s property. The Company hereby acknowledges and agrees that such security measures shall be confidential and kept private and secure. Additionally, any information (including, but not limited to, bills, telephone numbers, business papers, appointments, doctors, etc.) seen in the Owner’s home is confidential personal information of the Owner, and possibly third parties, and shall be kept confidential and not disclosed to any other third party or entity without the prior written permission of the Owner, except if such disclosure is required by law.
2. **TERMINATION**. This Agreement shall terminate upon the occurrence of any of the following: (i) in the event either Party defaults in any material obligation owed to the other Party pursuant to this Agreement, then this Agreement may be terminated if the default is not cured following five (5) days’ written notice to the defaulting party; (ii) either party is bankrupt or insolvent, or bankruptcy or insolvency proceedings are instituted against a Party and the proceeding is not dismissed within sixty (60) days of commencement; and/or (iii) any dishonesty, lying, or theft involved with the Owner or the Owner’s property. The terms under Confidentiality in this Agreement shall survive the expiration or termination of this Agreement. In the event of early termination due to the Company’s default, any work shall be abandoned and any funds refunded to the Owner within five (5) business days of termination.
3. **INDEMNITY**. Additionally, the Company hereby agrees to indemnify and hold harmless the Owner (and its successors, heirs, and assigns) from and against any and all losses, liabilities, deficiencies, costs, damages, and expenses (including, but not limited to, reasonable attorneys’ fees, charges, and disbursements) incurred by the Owner as a result of any charges or debts incurred by the Company (*i.e.*, unpaid materials invoices, unpaid subcontractors, etc.).
4. **INDEPENDENT CONTRACTOR**. The Company is acting as an independent contractor with respect to the Services provided to the Owner. Neither Company nor the employees of the Company performing Services for the Owner will be considered employees or agents of the Owner. The Owner will not be responsible for the Company’s acts or the acts of the Company’s employees while performing services under this Agreement. Nothing contained in this Agreement shall be construed to imply a joint venture, partnership, or principal-agent relationship between the Parties, and that neither Party by virtue of this Agreement shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other Party.
	1. **Company Staff**. The Company may utilize employees and/or contractors capable of performing the Services hereunder and licensed to do so. All work shall be performed as described herein and shall be performed in a professional and competent manner.

* 1. **Monitoring**. The Owner shall have the right to reasonably observe and monitor all aspects of the performance by the Company of its obligations hereunder and the Company shall use reasonable efforts to facilitate such observation and monitoring.
1. **RIGHT TO RESCISSION**. The Parties acknowledge and agree that the Owner has a right to rescind, without reason, the Owner’s agreement to the Services and may do so within three (3) business days or thirty-six (36) hours from the signing of the Agreement.
2. **MEDIATION AND ARBITRATION**. Any dispute, claim, or controversy arising from or relating to this Agreement must exclusively be resolved first by mediation with a single mediator selected by the Parties, with such mediation to be held in \_\_\_\_\_\_\_\_\_\_\_ *[City]*, \_\_\_\_\_\_\_\_ *[State]*. If such mediation fails, then any such dispute shall be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association in effect at the time the arbitration proceeding commences, except that (a) \_\_\_\_\_\_\_ *[state of Owner]* law and the Federal Arbitration Act must govern construction and effect, (b) the locale of any arbitration must be in \_\_\_\_\_\_\_\_\_\_\_ *[City]*, \_\_\_\_\_\_\_\_ *[State]*, and (c) the arbitrator must with the award provide written findings of fact and conclusions of law. Any Party may seek from a court of competent jurisdiction any provisional remedy that may be necessary to protect its rights or assets pending the selection of the arbitrator or the arbitrator’s determination of the merits of the controversy. The exercise of such arbitration rights by any Party will not preclude the exercise of any self-help remedies (including without limitation, setoff rights) or the exercise of any non-judicial foreclosure rights. An arbitration award may be entered in any court having jurisdiction.
3. **NO WAIVER**. The failure of a Party to require strict performance of any provision of this Agreement by the other, or the forbearance to exercise any right or remedy, shall not be construed as a waiver by such Party of any such right or remedy or preclude any other or further exercise thereof or the exercise of any other right or remedy.
4. **SEVERABILITY**. The invalidity or unenforceability of any provision of this Agreement does not affect the validity or enforceability of any other provision of this Agreement.
5. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement has been freely negotiated and contains the entire understanding between the Parties for the Services outlined herein. The Parties acknowledge that they have read and understand the terms contained herein and agree to same. This Agreement supersedes all prior agreements, representations, or understanding (whether written, oral, implied, or otherwise) between the Parties. These terms may not be amended or modified, in whole or in part, except by an express written agreement between the Parties.
6. **APPLICABLE LAW.** This Agreement shall be construed and governed by the law of the state of *[insert state of Owner]* without regard to principles of conflicts of law. Any court action to enforce this Agreement, or relating to or arising out of this Agreement or the Services as performed by the Company, shall be brought in a court of competent jurisdiction in the County of *[insert county of Owner]*, state of *[insert state in which Owner is located]*. The prevailing party shall be entitled to collect any reasonable attorney’s fees, costs, and necessary disbursements in addition to any other relief to which the prevailing party may be entitled.
7. **HEADINGS**. The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning of any provision of this Agreement.
8. **COUNTERPARTS; FACSIMILE AND ELECTRONIC SIGNATURES.** This Agreement may be executed in counterparts, all of which together shall constitute one and the same agreement. Any electronic signature shall have the full weight and authority as an original signature on this Agreement. Additionally, any signature page delivered electronically or by facsimile shall be binding to the same extent as an original signature page with regards to any agreement subject to the terms hereof or any amendment hereto.
9. **NOTICES**. All notices or other communications required or permitted hereunder or necessary or convenient in connection herewith shall be in writing and shall be deemed to have been given when mailed by certified or registered mail, postage prepaid, or by commercial overnight delivery services addressed to the specific Party at the address provided herein. Should any communication be sent via electronic mail, it shall be deemed received upon the sender’s receipt of an acknowledgement from the intended receipt (such as by “return receipt requested” function as available, return email, or other written acknowledgement), provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient.

**IN WITNESS WHEREOF, the Parties have executed this Agreement as identified below and as of the Effective Date of this Agreement.**

 **“OWNER”**

 **JOHN DOE**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature

 **“COMPANY”**

 **CONSTRUCTION COMPANY, LLC**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature of Authorized Company Representative

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Printed Name of Authorized Company Representative