

The Handyman Plan, LLC

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Arthur Teel

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Warranty

The Handyman Plan, LLC will repair, free of charge, defects in workmanship performed under a Bid Proposal (Proposal) or an Estimate for one year (365 days). Warranty is for labor only, and does not apply to materials or material failure, manufacturers recommended use or customer negligence, normal wear and tear, acts of God, or a change in the Customer's mind. Warranty becomes effective when complete payment has been credited to The Handyman Plan, LLC account. Warranty work does not extend the original warranty period. Incomplete payment for any reason voids the warranty. The Handyman Plan, LLC has the right to refund all of or a portion of the cost in lieu of work completion or warranty work. If the Customer or Customer's contractor modifies work performed by The Handyman Plan, LLC in any way, the warranty is void. Neither the warranty nor the Proposal is transferable. All claims must be accompanied by original contract.

Certain work is excluded from warranty including, but not limited to, caulking, grouting, drywall cracks, blocked plumbing, roof repairs, gutter guards and leaks of any type unless the unit is replaced (for example, a faucet).

If materials are supplied by The Handyman Plan, LLC, manufacturer's warranty will apply to the material. Customer may supply materials or may request The Handyman Plan, LLC purchase and transport materials. The Handyman Plan, LLC reserves the right to approve Customer supplied materials. Customer must approve all materials supplied by The Handyman Plan, LLC prior to use. Customer agrees to reimburse The Handyman Plan, LLC for all materials purchased or supplied. Materials may include but are not limited to: consumable tools (like sandpaper), tool rental, delivery charges, dump fees, etc. The Handyman Plan, LLC provides no warranty on materials and no reimbursement for any materials will be made under any circumstances. If materials are found to be defective due to no fault of The Handyman Plan, LLC, additional cost may be required to replace the defective materials.

Permits, utility flagging, and debris removal are the sole responsibility of Customer unless otherwise stated on the Proposal. All selections relative to style, color, texture, etc. are the sole responsibility of the Customer. The Handyman Plan, LLC does not guarantee matching of existing paint, stain, tile, caulk, grout, texture, brick, mortar, etc. Unless otherwise stated on Proposal or Estimate, the estimated cost is for one coat of paint only.

All changes to the Proposal must be made in writing and initialed by the Customer. If hidden problems are discovered during the job, the craftsman will stop all work and rebid the job. If Customer orders materials for delivery to job site, The Handyman Plan, LLC reserves the right to begin work only after all materials for the job are onsite. If Customer represents that all materials are delivered, but work is delayed due to missing materials, the craftsman may stop all work and rebid the job at his discretion. If rebid is required, no work will continue until Customer agrees to the additional work in writing and change is initialed by the Customer.

Proposals are valid for 30 days. If the Customer should stop work on the job, payment will be due based on the work completed. By authorizing work, Customer represents that Customer is the owner of the property where the work will take place, or is an authorized agent of the property owner. Payment in full is due immediately upon completion of work described in the Proposal or Estimate. Payment by Customer, or Customer's signature on Invoice, indicates Customer has inspected and accepted quality and completion of all work performed. A surcharge of \$25 will be assessed on all return checks. This agreement is non-negotiable.

If any disputes other than nonpayment by the Customer arise and are not resolved, the Customer agrees to use binding arbitration. The prevailing party agrees to pay all collection fees, legal fees, and court costs resulting from any dispute between the parties. This warranty supersedes all other previous agreements, and advertisements, written or oral. There are no other warranties/guarantees expressed or implied and there is no liability for consequential damages of any kind. Any representations made by the craftsman other than those set forth on this Warranty are hereby disclaimed by The Handyman Plan, LLC.

This Warranty is solely for labor performed by employees of The Handyman Plan, LLC under a Proposal or Estimate made in The Handyman Plan, LLC's name. The Handyman Plan, LLC may also refer you to members of our Network of Craftsmen who are not employees of The Handyman Plan, LLC. Work performed by non-employees is not covered under this Warranty and may not be covered by our liability insurance. Customers are encouraged to ask each Craftsman for his or her Warranty and Insurance information.