

## Handyman Services: Terms of Service

Effective Date: 06/01/2023

Please review these Terms of Service carefully before utilizing the services provided by Toolbox Tom, Inc. (referred to as "the **Company**"). By engaging our handyman services, you (referred to as "the **Customer**") agree to adhere to the following terms and conditions:

### **Service Description:**

The Company offers comprehensive handyman services encompassing repairs, installations, maintenance, and general handyman tasks. Specific service details will be outlined in the mutually agreed-upon scope of work between the Company and the Customer.

### **Liability and Indemnification:**

The Company undertakes to exercise reasonable care and skill when providing handyman services. However, the Company shall not be held liable for any damages, losses, or injuries arising from the services, except in cases of gross negligence or willful misconduct.

The Customer agrees to indemnify and hold the Company and its employees harmless from any claims, damages, or liabilities resulting from the utilization of the services, including but not limited to personal injury, property damage, or financial loss, except in cases of gross negligence or willful misconduct by the Company.

### **Termination:**

Either party reserves the right to terminate services by providing written notice to the other party. In the event of termination, the Customer shall compensate the Company for any completed work up to the termination date.

### **Payment Terms:**

All projects incurring material costs shall adhere to the material and equipment terms. Additionally, a labor cost deposit is required before work commences.

- a. Invoices for labor and additional expenses incurred during each work week will be issued promptly. The Customer agrees to settle all invoices upon receipt.
- b. The Company accepts credit cards, ACH payments, checks, and cash payments. All deposit payments must be made via credit card and held on file by the Company until project completion.
- c. Failure to settle invoices within 15 days will result in the Customer being liable for interest and all costs related to collections.

### **Acceptance of Completed Work and Release of Claims Clause:**

Upon final payment for completed handyman services provided by Toolbox Tom, Inc., the Customer acknowledges satisfactory completion of the agreed-upon work. Final payment constitutes acceptance and releases Toolbox Tom, Inc. from further claims, liabilities, or obligations related to the services rendered. The Customer retains the right to waive any claims resulting from non-receipt of final payment within 15 days from project completion. After this period, the Customer forfeits the right to contest the completion of the work due to non-payment.

### **Taxes**

The Customer is responsible for all applicable federal, state, and local taxes. Tax exemptions are recognized with a valid tax exemption certificate.

**Confidentiality:**

Both parties agree to maintain confidentiality regarding any shared information during service provision, without disclosing it to third parties without prior consent.

**Quotes:**

Quotes are provided based on initial project requirements and are subject to change. Actual costs may vary based on project elements. Unforeseen conditions may necessitate adjustments, with prompt communication to the Customer for resolution, before proceeding.

**Project Changes:**

All changes to the original scope of work must be approved and documented in a revised quote. The Customer must sign all change orders, acknowledging responsibility for additional costs or delays.

**Scheduling and Duration:**

Project duration and scheduling will be agreed upon with the Customer. While efforts will be made to complete services within the agreed timeframe, no specific completion date is guaranteed.

**Materials and Equipment Terms:**

The Company provides necessary tools and equipment, with the Customer responsible for project materials. Material procurement charges apply, with additional charges subject to customer approval.

By engaging Toolbox Tom, Inc.'s services, the Customer accepts and agrees to comply with the outlined Handyman Service Policy. Please note that this policy is subject to change, with updates communicated in writing.

For further assistance, please contact our customer support team at [handyman@toolboxtom.com](mailto:handyman@toolboxtom.com)