

## **WARRANTY INFORMATION**

This contract supersedes all other advertisements, previous agreement or contract, written or oral. For one (1) year from date of this contract, HandyANDY® will repair, free of charge, defects in workmanship for work performed under this contract. Guarantee is for labor only, and does not apply to material failure, regular wear and tear, "acts of God" or a client's change of mind regarding approval. Neither contract nor guarantee is transferable.

Guarantee becomes effective when your complete payment has been credited to HandyANDY ® account. There are no other guarantees expressed or implied and there is no liability for consequential damages of any nature or kind. Incomplete payment or separate payment to craftsman, for any reason, voids the warranty and may result in a lien on your property. Any representations made by craftsman other than those set forth on contract are hereby disclaimed by HandyANDY ® Any agreements made beyond this contract to circumvent HandyANDY ® will subject the parties to legal prosecution.

Warranty repairs do not extend original warranty period. HandyANDY ® has the right to refund a portion of cost in lieu of completion of work or warranty service. Warranty work is to be performed by the original craftsman, if available. If customer or the customer's contractor modifies work performed by HandyANDY ® in any way, warranty is void.

HandyANDY ® excludes certain repairs from its warranty. Items excluded but not limited to: roof repairs/leaks, gutter guards, leaky faucets/toilets (unless unit is replaced), blocked plumbing, caulking, grouting and electrical troubleshooting. Any selection relative to color, type, texture and style are sole responsibility of customer. Unless otherwise specified, estimate is for one coat of paint only. No guarantee on matching color of existing paint or texture.

Estimate is valid for 30 days from date of issuance. Estimate is for completing the job(s) described as written on contract. It is based on the craftsman's evaluation and does not include materials and/or additional labor which may be required should any unforeseen problems arise after the work has started. All changes to original contract, whether due to additional work or due to concealed damages, must be made in writing, dated and signed by customer. Estimate is based on the craftsman listed doing the work. Another estimate will be required if this craftsman is unavailable for any reason. If the craftsman's association with HandyANDY ® terminates or he becomes unavailable before work has started or customer requests a different craftsman, either the customer or HandyANDY ® may cancel the contract, and payment would be due based on work completed. If the customer wishes to have the work accomplished or completed, HandyANDY ® will provide an equally qualified craftsman, who will develop a new estimate.

Customer may supply all materials or may ask HandyANDY ® to purchase and transport materials. Customer agrees to reimburse HandyANDY ® for any materials purchased or supplied for use on this work. Cost of materials is in addition to labor cost indicated on contract. HandyANDY ® provides no warranty on materials and no reimbursement for materials will be made under any circumstances.

Customer's initials by job(s) authorize craftsman to begin work. Payment in full is due at completion of work authorized under this contract. Interim payments, payable only to HandyANDY ® and equaling a percentage of work completed, must be arranged in advance through the HandyANDY ® office. The customer agrees to pay all collection fees/legal fees/court costs resulting from any dispute between the parties regarding this contract. Signature on contract indicates customer has inspected and accepted quality and completion of all work performed under contract. Surcharge of \$25 will be assessed on all returned checks. Permits and utility flagging are sole responsibility of customer. All claims must be accompanied by contract. If any disputes other than nonpayment by customer arise and are not resolved, it is agreed to use binding arbitration to resolve any disputes between parties.

Thank you for the opportunity to serve you.

Please feel free to call HandyANDY at any time if you have questions.

Have a Handy Andy Day!