

**S A M P L E**

Sample document for member education. Complete all blanks and have the final document reviewed before use.

## Home Services Agreement

Agreement No. · Date:

This Home Services Agreement (the “Agreement”) is entered into by and between the service provider and the client identified below, for work to be performed at the property address stated in Section 2.

### 1. PARTIES

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#### **Service Provider (“Provider”):**

Business address:

Phone: Email: License No.:

#### **Client (“Client”):**

Billing address:

Phone: Email:

### 2. PROPERTY ADDRESS

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The work will be performed at:

City: State: ZIP:

### 3. SCOPE OF WORK

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The Provider agrees to perform the following work (describe in detail, including materials, brands, models, and finishes where applicable):

Work not described above is not included in this Agreement and requires a written change order under Section 7.

### 4. CONTRACT PRICE AND PAYMENT SCHEDULE

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**Total contract price:** \$

| Payment          | Amount | Due                         |
|------------------|--------|-----------------------------|
| Deposit          | \$     | Upon signing                |
| Progress payment | \$     |                             |
| Final balance    | \$     | Upon substantial completion |

Accepted payment methods: . Late amounts accrue at per month, or the maximum permitted by law, whichever is less.

### 5. SCHEDULE

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Estimated start date: Estimated completion date:

Delays caused by weather, material availability, permitting, or conditions outside the Provider's reasonable control extend the schedule by the period of the delay.

### 6. PERMITS AND COMPLIANCE

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The Provider will obtain the permits identified here: , and will perform the work in accordance with applicable codes and manufacturer instructions.

## **7. CHANGE ORDERS**

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Any change to the scope, price, or schedule must be documented in a written change order signed by both parties before the changed work begins. Verbal changes are not binding, and the Provider is not obligated to perform changed work without a signed change order.

## **8. WARRANTY**

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The Provider warrants workmanship for a period of from substantial completion. This warranty covers defects in the Provider's installation or workmanship and does not cover misuse, normal wear, pre-existing conditions, or manufacturer defects, which remain subject to the manufacturer's warranty. Warranty claims must be submitted in writing.

## **9. CANCELLATION AND TERMINATION**

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Either party may cancel this Agreement in writing before work begins, in which case the deposit will be refunded less documented costs already incurred. After work begins, either party may terminate for material breach not cured within seven (7) days of written notice; the Client will pay for work properly performed through the termination date. The Client's statutory cancellation rights, where applicable, are preserved and described in any separate notice provided with this Agreement.

## **10. INSURANCE AND LICENSING REPRESENTATIONS**

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The Provider represents that it holds the licenses required for the work described in this Agreement in the state where the work is performed, and that it maintains general liability insurance and, where required, workers' compensation coverage for its employees. Certificates will be provided upon request. License No.: Insurance carrier:

## **11. GENERAL TERMS**

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This Agreement is the entire agreement between the parties for the work described and supersedes prior discussions. Amendments must be in writing and signed. If any provision is held unenforceable, the remaining provisions continue in effect. This Agreement is governed by the laws of the state where the property is located.

## 12. SIGNATURES

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Provider signature      Date

Printed name and title

Client signature      Date

Printed name

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your state review any contract before use.