



**4125 LAFAYETTE CENTER DRIVE, SUITE 100, CHANTILLY, VA 20151 | 703.961.7707**

## **Handyman for a Day**

MOSS Home Services proposes to perform the following scope(s) of work based on the details and general requirements provided below.

### **General Requirements**

- 1) If homeowner plans to provide any or all of their selections for the project, and products come damaged or with missing parts that require additional trips to install or replace, additional labor costs will apply.
- 2) All workmanship carries a three-year warranty and all material warranted as per manufacturer specifications.
- 3) The handyman will be on one worksite for a total of 8 hours including a 30 minute lunch, any travel time to purchase or pick up materials related to the work, setup time, cleanup time, and the time to review the scope with the homeowner. The handyman will be on one jobsite for one day. No handyman hours may be used for other residences or split into increments on separate days.
- 4) The handyman will not be able to perform major electric, plumbing, HVAC or exterior work. The work is expected to be primarily carpentry related. Please review any non-carpentry needs with MOSS when setting up the appointment.
- 5) Moss Building & Design cannot take responsibility for any damage to existing house components or belongings that may occur as a result of the work the handyman is doing.
- 6) An adult must be present to allow the handyman entry and review the scope of work. The appointment will be made during a standard workweek (Monday-Friday excluding holidays). The start time will be between 7:30am and 8:30am and the end time will be between 3:30pm and 4:30pm.
- 7) All materials will be reimbursed by the homeowner to Moss Building & Design at the actual cost paid. Receipts will be provided. The homeowner must inform the handyman if they would like a cost on any materials prior to purchase. If this is the case the handyman will call them from the store to get cost approval prior to making the purchase.
- 8) Additional time for the handyman can be purchased at a rate of \$129 per man per hour as the schedule allows. If you would like to purchase additional time with the handyman, please contact MOSS at 703-961-7707. We cannot guarantee that the work listed will be completed during the 8 hours of handyman work.
- 9) Please list below the items that you would like to have taken care of by your handyman for a day IN ORDER OF PRIORITY. We will email you back a list of materials you will want to have on hand so that the handyman is spending his 8 hours working in your home and not shopping. We are, however, happy to pick up these materials for you with the understanding that the time will come out of the 8 hours in your contract. Please bear in mind that there is a possibility that the handyman will not complete all the work requested. **PLEASE NOTE THAT THIS CONTRACT IS NOT VALID UNTIL THE SUMMARY OF SCOPE OF WORK HAS BEEN AGREED UPON AND SIGNED BY BOTH PARTIES.**

## Terms and Conditions

- Moss will attempt to start your project within approximately 4 weeks of receiving signed contract. We estimate that it will take approximately 8 hours to complete the work. These estimates are subject to material and product delays, weather, and other unforeseen delays
- This proposal is valid for 30 days
- This agreement supersedes any subsequent agreements
- Moss Building and Design is a Class A General Contractor. Our Contractor license number is 2705061074. Classifications CBC, ELE, PLB, RBC.
- All measurements are approximate.
- All payments are due upon receipt of invoice. If payment is not received within 10 days of receipt of invoice, Moss reserves the right to stop work, cancel the contract, and void any warranty.
- This contract constitutes the entire understanding of said parties, and no other understanding, collateral or otherwise, shall be binding unless in writing signed by both parties or approved in Moss On-line, and this contract shall not become effective unless and until same has been accepted, in writing by both parties or approved in Moss On-line. All payments are due upon receipt of invoice. Addendums to the contract and/or change orders are due in full upon approval in Moss On-line of work and cost by both parties
- Any delays caused by events beyond the control of the contractor shall not constitute abandonment and shall not be included in calculation time frames for payment or performance.
- Either party may cancel this contract within 3 days of signing and the deposit will be refunded. Commencing 3 days after the signing of the contract and before the actual start of physical construction on homeowner's premises, either party may cancel the contract without cause and the deposit will be refunded less Moss incurred costs. Furthermore, if Owner fails to provide evidence of financing or funds to pay for the project when requested by Moss, or a dispute arises with regard to the plans and/or construction, and/or unforeseen human interference and requirements, Moss has the right to cancel and cease work at any time.
- The parties hereby agree that should litigation be needed to enforce the terms of this Agreement by a party, the substantially prevailing party shall recover in addition to any judgment, reasonable attorney's fees, expert witness fees, costs and expenses of litigation.
- The parties agree that the right to trial by jury is waived by all parties.
- The parties hereby agree that this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.
- Contractor not responsible for any asbestos or lead abatement related cost.
- Contractor not responsible for damage to grass, shrubbery, landscaping, driveway and dirt removal.
- Contractor is not responsible for consequential damages nor damages caused by unforeseen human interference and requirements or delay. Parties agree that delay damages are consequential damages and are not recoverable.
- Contractor will take reasonable precaution to protect the home from the elements during construction; however, contractor is not responsible for any damage caused by weather penetration or acts of god during construction. Furthermore, all such damages are deemed consequential damages.
- All payments due upon receipt of invoice. Past due balances will accrue interest at a rate of 1% per month. Homeowner responsible for any fees associated with collection of past due balances (attorney's fees or collection agency fees).

- On occasion, clients have threatened to post or have posted unfavorable reviews of Moss that are false, inaccurate or inconsistent with the terms of the contract and customer has not been willing to retract those reviews unless materials and services, which were not part of the contract, were provided at no cost. It is the policy of the company to vigorously defend the company, and in the appropriate case, to bring an action in court for defamation; and/or intentional damage to one's trade or business; conspiracy to damage one in trade or business; or other available action. If such action is taken and the statements are proven to be false in court, customer agrees that damages on behalf of the company are difficult to prove, and therefore the customer agrees to pay liquidated damages of \$10,000.00, or actual damages at the company's election, together with the legal fees and all expenses of litigation, together with removal of the post.
- The Owner agrees that owner will not make or cause to be made any statements that disparage or damage the reputation of the Contractor. The Owner also agrees that owner will not encourage or incite others to disparage or assert any complaint or claim, or to initiate any legal proceeding, against Contractor. In the event such a communication is made to any person or entity, including but not limited to, print and television media, social media (i.e. Facebook, Twitter, Instagram, YouTube), blogs, websites, internet postings, publishing companies and public interest groups, it will be considered a material breach of the terms of this Agreement. If this Agreement is breached, Contractor shall be entitled to all remedies allowed in law or equity, including but not limited to, the return of any payments made to Owner under this Agreement. Owner further agrees that any disputes concerning any of the alleged breaches referenced in this Paragraph will be resolved through litigation in the Circuit Court of the County where the property is located.
- If all parties agree that an allowance item(s) shall be purchased separate from this contract, and a design consultation has occurred, the allowance amount will be credited to the customer's account through our standard change order process and a 5% design service charge will apply to the value of each allowance item total. A design consultation is defined as any communication regarding product features and aesthetics, conceptual design renderings, and/ or appointments conducted with Moss partners related to the scope and design of the project outlined in this contract.
- Federal regulations require homeowners to provide access to potable water to Moss employees during working hours.
- Effective with all new contracts entered into after July 1, 2015 residential consumers are protected under the Virginia Contractor Transaction Recovery Fund. This fund provides relief to **eligible** consumers who have incurred losses through the improper or dishonest conduct of a licensed residential contractor. For more information and contacts please visit, [http://www.dpor.virginia.gov/Boards/Contractors\\_Recovery\\_Fund/](http://www.dpor.virginia.gov/Boards/Contractors_Recovery_Fund/).
- This contract excludes any extra labor, materials, or equipment required in the event: a. rock is encountered when footers are dug; b. existing utilities, plumbing, or vents do not meet code requirements; c. changes to the description of work and materials; d. moving utility cables, pipes or line; e. irregular soil conditions that are insufficient to support footers.
- Concealed Conditions: The Owner agrees that the Contractor assumes no responsibility for pre-existing conditions of any kind or nature at the property, including but not limited to:
  1. Prior inferior workmanship.
  2. Additional concealed damage due to termites, rot or deterioration not detected prior to bidding.
  3. Prior zoning, classification or building code violations.
  4. Pre-existing hazardous materials or toxic wastes of any kind
- 5. Hidden piping, HVAC, steel beams and etc. that impact logistics of construction.