



Terms and Conditions

For the purposes of this Agreement, “CtrlHome LLC” shall mean Mathew Breen, doing business as CtrlHome LLC, including its employees, agents, representatives, and contractors. “Client” shall mean the individual, entity, or authorized representative who engages CtrlHome LLC to provide services pursuant to this Agreement. CtrlHome LLC and the Client are collectively referred to as the “Parties,” and this Agreement constitutes the entire understanding between the Parties regarding the subject matter herein.

I. Services

CtrlHome LLC provides smart home consulting, installation, and support services tailored to meet client needs. The following terms outline the types of services offered, availability, client responsibilities, and policies governing service delivery. By engaging CtrlHome LLC, clients agree to these service terms and conditions to ensure a smooth and satisfactory experience.

1. Service Availability and Scheduling

CtrlHome LLC primarily offers on-site services during weekday evenings and throughout the day on Saturdays and Sundays. Clients must provide at least three (3) days’ notice when scheduling appointments. Appointment requests outside of these availability windows may be accommodated on a case-by-case basis but are not guaranteed. Clients must provide at least twenty-four (24) hours’ notice for cancellations or rescheduling. No-shows and late cancellations will be subject to fees as outlined in the Payment Terms. CtrlHome LLC reserves the right to adjust scheduling based on workload, travel distance, and other factors.

2. Emergency and After-Hours Services

Emergency services are available at the discretion of CtrlHome LLC and may be subject to additional fees based on urgency and scheduling. After-hours services, defined as any service performed between 10:00 PM and 6:00 AM the following day on weekdays (Monday through Friday), are subject to a fee of double the standard service rate. Clients requesting services during these times acknowledge and agree to the increased charges.

3. Weather and Force Majeure Policy

CtrlHome LLC reserves the right to cancel or reschedule any on-site service appointments due to inclement weather or other force majeure events that may impact safety or service quality. In such cases, CtrlHome LLC will notify the client as soon as possible and reschedule the appointment at the next available time when conditions are safe. Clients acknowledge that weather-related cancellations are not subject to cancellation fees and agree to cooperate in scheduling a suitable alternative.

4. Client Responsibilities

Clients are responsible for providing safe access, accurate information, and necessary permissions for services. Clients must prepare the site as required, including clearing access points and ensuring power availability. Failure to meet these responsibilities may result in delays, additional fees, or rescheduling.



II. Payment Terms

The following terms govern the payment obligations between CtrlHome LLC and the Client. By engaging CtrlHome's services, the Client agrees to comply with these payment terms, including timely payment of fees, deposits, and any applicable charges or penalties. Payment details will be outlined in individual project proposals or invoices, and all payments must be made in accordance with these terms unless otherwise agreed in writing.

1. Fees and Charges

Clients agree to pay fees as outlined in the invoice or project proposal. All fees are due within 15 days of invoice date unless otherwise agreed in writing.

2. Payment Methods

CtrlHome LLC accepts payment via cash, check, credit/debit card, or electronic transfer. Clients are responsible for any transaction fees incurred.

3. Late Payments

Payments not received within 15 days of invoice date are subject to a late fee of 1% per month on the outstanding balance.

4. Deposit

A deposit of [X]% may be required prior to commencement of work. The deposit amount and terms will be specified in the project proposal.

5. Cancellation Fees

No-shows and cancellations with less than 24 hours' notice will be subject to a cancellation fee of \$50 or 50% of the scheduled service fee, whichever is greater, unless otherwise specified in the project proposal.

6. Refunds

Refunds are at the sole discretion of CtrlHome LLC and will be addressed on a case-by-case basis.



III. Liability

The following provisions set forth the limitations of liability and disclaimers applicable to the services provided by CtrlHome LLC. By engaging CtrlHome LLC, the Client acknowledges and agrees to these terms, understanding that CtrlHome's role is limited to installation and support, and that certain risks and limitations apply to the use of third-party equipment and services.

1. Limitation of Liability

To the fullest extent permitted by law, CtrlHome LLC and its members, agents, and contractors shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising from or related to the services provided, including but not limited to loss of profits, data, or use, even if advised of the possibility of such damages.

2. Third-Party Equipment and Software

CtrlHome LLC is not responsible for the performance, reliability, or security of any third-party devices, hardware, software, or services installed or configured as part of the project. The Client assumes all risks associated with the use of such products.

3. No Guarantees or Warranties

Services are provided "as is" without warranties or guarantees of any kind, express or implied, including but not limited to fitness for a particular purpose, merchantability, or non-infringement.

4. Data Privacy and Security

CtrlHome LLC is strictly an installer and does not provide security monitoring, data protection, or cybersecurity services. CtrlHome LLC is not liable for any data loss, unauthorized access, breaches, hacking, or other security incidents related to installed devices or networks.

5. Delays, Missed Appointments, and Acts of God

CtrlHome LLC shall not be liable for any delays, missed appointments, or inability to perform services resulting from events beyond its reasonable control, including but not limited to natural disasters, acts of God, theft, vandalism, robbery, power outages, severe weather, or other force majeure events.

6. Client Responsibilities and Indemnification

The Client agrees to provide accurate information, maintain the systems properly, and use the services as intended. The Client agrees to indemnify and hold harmless CtrlHome LLC from any claims, damages, or losses arising from misuse, negligence, or unauthorized modifications.

IV. Client Responsibilities

To ensure effective and timely service, the Client agrees to:

1. Provide safe and reasonable access to the premises at scheduled times.
2. Ensure the installation area is safe and free from hazards such as pets, unsafe wiring, or structural issues.
3. Provide reliable electrical power and internet connectivity as required for device operation.
4. Prepare for weather or seasonal factors specific to Colorado that may affect scheduling or installation conditions.
5. Ensure all installations comply with applicable city, county, and state codes and ordinances in Colorado (e.g., permits, HOA rules).
6. Provide accurate and complete information regarding existing equipment, network configurations, and service needs.
7. The Client agrees to indemnify, defend, and hold harmless CtrlHome LLC and its agents from any claims, damages, losses, or expenses arising from the Client's breach of this Agreement or negligence.
8. Provide accurate network information and access credentials required for device installation and configuration.
9. Obtain any necessary permissions or consents for CtrlHome LLC to perform services on the premises or equipment.
10. Prepare the site as needed, including clearing access points, ensuring power availability, and removing hazards.
11. Use installed systems and equipment responsibly and according to manufacturer instructions.
12. Notify CtrlHome LLC promptly of any issues or changes affecting the services.

Failure to meet these responsibilities may result in delays, additional fees, or rescheduling of services. The Client agrees to indemnify and hold harmless CtrlHome LLC from any claims or damages resulting from failure to fulfill these responsibilities.

V. Warranty

CtrlHome LLC provides services on an ‘as is’ basis without any express or implied warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement. While CtrlHome LLC strives to perform services with reasonable care and skill, it does not guarantee the performance, uptime, or compatibility of installed systems or third-party devices. The Client acknowledges that all products and devices are subject to the manufacturers’ warranties and agrees to consult manufacturers directly for any product defects or malfunctions.

1. Workmanship Warranty (Limited)

CtrlHome LLC guarantees that all installation work will remain secure and properly functioning for a period of sixty (60) days from the date of service completion. If any issues arise due to faulty workmanship within this period, CtrlHome LLC will return to the client’s premises to correct the problem at no additional cost. This warranty does not cover malfunctions or defects related to third-party devices, client misuse, or changes made by others after installation.

2. Service Call Warranty

CtrlHome LLC offers a warranty period of fourteen (14) days following any service call or troubleshooting visit. If issues related to the services performed arise within this time frame, CtrlHome LLC will provide additional support or repairs at no extra charge. This warranty does not cover problems caused by client actions, third-party equipment failures, or unrelated issues.

VI. Dispute Resolution

In the event of any dispute, controversy, or claim arising out of or relating to this Agreement or the services provided, the Parties agree to first attempt to resolve the matter through good faith negotiation. If negotiation fails, the Parties agree to submit the dispute to mediation conducted by a mutually agreed-upon mediator.

If mediation is unsuccessful, the dispute shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall take place in Weld County, Colorado, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

1. Negotiation

In the event of any dispute, controversy, or claim arising out of or relating to this Agreement or the services provided, the Parties agree to first attempt to resolve the matter through good faith negotiation.

2. Mediation

If negotiation fails to resolve the dispute within thirty (30) days, the Parties agree to submit the dispute to mediation conducted by a mutually agreed-upon mediator. The costs of mediation shall be shared equally unless otherwise agreed.

3. Arbitration

If mediation is unsuccessful, the dispute shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall take place in Weld County, Colorado. The arbitrator's decision shall be final and binding, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

4. Limitations of Claims

Any claim or dispute arising out of or relating to the services provided or this Agreement must be brought within one (1) year from the date the service was performed or the cause of action arose. After this period, the Client waives any right to bring such claims.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to its conflict of law principles. Any legal action or proceeding arising under or related to this Agreement shall be brought exclusively in the courts located in Weld County, Colorado. No amendment or modification to this Agreement shall be effective unless in writing and signed by both Parties. Both Parties hereby consent to the personal jurisdiction and venue of such courts.

Privacy Policy

CtrlHome LLC values the privacy of its clients. Any personal information collected during the course of service is used solely for business purposes, including communication, service delivery, and billing. CtrlHome LLC does not share or sell client information to third parties except as required by law or with the client's consent. Clients may request access to or correction of their personal information at any time.

Data Protection

CtrlHome LLC implements reasonable administrative and technical measures to protect client data from unauthorized access, disclosure, or loss. However, due to the nature of internet and network services, absolute security cannot be guaranteed. Clients acknowledge and accept the inherent risks of electronic communication and data transmission.

