

HANDYMAN AGREEMENT

Background:

This Handyman Agreement ("Agreement") is entered into on the [INSERT DATE] between:

Handyman(s): [INSERT NAME] located at [INSERT ADDRESS] ("Handyman", "Party", "Parties") and

Client(s): [INSERT NAME] located at [INSERT ADDRESS] ("Client", "Party", "Parties")

Services

1. The Handyman agrees to provide the services and the Client agrees to purchase the following services highlighted in Schedule 1 of this Agreement.

Licensing & Registration

2. The Handyman warrants that they possess all valid licenses and registrations required by state and local regulations for the work to be performed.

Term

3. This Contract shall begin on the [DATE] and end on the [[DATE] OR when the Services are complete].

Purchase Price

4. The Client agrees to pay to the Handyman a total sum of \$[INSERT AMOUNT] for all obligations under this Agreement.
5. The Handyman [SHALL OR SHALL NOT] be responsible for all taxes in relation to the purchase of Services under this Agreement.

Materials and Supplies

6. [The Handyman shall furnish all materials and equipment necessary to perform the Services described in this Agreement, along with all specialized tools and equipment].
7. [On some occasions, the Handyman may require specific items to be supplied by the Client].
8. [All parts and building materials necessary to carry out the Services will be at the Client's cost].

Property Access

9. Client agrees to provide Handyman's employees and the Handyman with reasonable access to the property where the services are taking place.
10. Handyman agrees to make reasonable efforts to prevent disturbance or damage to the property or surrounding areas.

Final Inspection

11. A final inspection will be made by the Handyman and the Client upon the services completion date. During this, the Client will have the opportunity to identify any work that is unsatisfactory or complete, of which the Handyman will aim to finish or rectify, within reason.

Payment

12. Payment for the Services will be by: [INSERT ALL THOSE THAT APPLY]
 - a. [Credit or debit card];
 - b. [Personal Cheque];
 - c. [Cashier cheque];
 - d. [Cash];
 - e. [Money order]; and
 - f. [Wire transfer].
13. The Following amounts will be paid:
 - a. Down payment of \$[INSERT AMOUNT] upon the performance of this Agreement.
 - b. Payment of \$[INSERT AMOUNT] for the Services [upon the completion of the Services] OR [in instalments of \$[INSERT AMOUNT] on [INSERT DUE DATE OF INSTALMENT PAYMENTS], until the price of the Services has been paid in full.

Right of Inspection

14. [There is no right to inspection] OR
[The Client shall have the right to examine the final products and shall do so within [INSERT DAYS] of receipt of the final product(s). In the event the Client discovers any issues, errors, or faults with the Services, the Client shall notify the Handyman within [INSERT DAYS] of discovering said faults, or after completion of the Services. Failure to notify the Handyman of these faults within this timeframe shall comprise an acceptance of the terms of this Agreement.]
15. In the event the Services do not meet the standards of this Agreement, the Client may:
 - a. [Request one revision of the product]
 - b. [Terminate the Agreement following a 50% payment of the Services]
16. The above shall be the sole remedy of the Client and the only obligations on the Handyman in the event any of the Services in this Agreement do not meet the Client's standards.

Security Interest

17. The Client grants to the Handyman a security interest for any products resulting from the Services highlighted in this Agreement and Schedule 1, until the Client has fully paid for the Services.
18. The Client shall provide the Handyman with any necessary documents the Handyman may request to finalise the Security Interest.

Force Majeure

19. The Handyman shall not be responsible for any claims or damages resulting from any delays in performance or non-performance of the Terms of this Agreement due to unforeseen circumstances out of the Handyman's reasonable control.

Limitation of Liability

20. The Handyman shall not in any circumstance be liable for any loss of profit, goodwill, business, business opportunity, indirect, special, consequential, or punitive damage arising from this Agreement.
21. In no event will the Handyman be liable for any amount exceeding the price paid by the Client for the Services giving rise to the claim.

Assignment **[INSERT WHICH APPLIES]**

22. [The Handyman will need permission in the event they assign a third party. The Seller may not assign any of its rights or appoint any performance under this Agreement, except with the prior [written] consent of the Client. Any implied assignment of rights or delegation of performance in violation of this clause is null and void.] **OR**
23. [The Client will need permission in the event they assign a third party. The Client may not assign any of its rights or appoint any performance under this Agreement, except with the prior [written] consent of the Handyman. Any implied assignment of rights or delegation of performance in violation of this clause is null and void.] **OR**
24. [Both parties will need permission in the event they assign a third party. Either party may not assign any of its rights or appoint any performance under this Agreement, except with the prior [written] consent of the other party. Any implied assignment of rights or delegation of performance in violation of this clause is null and void.] **OR**
25. [Either party in this Agreement does not require permission to assign and delegate its rights to a third party.]

Amendments

26. No amendment of the terms in this Agreement shall be effective unless it is in writing and signed by both parties.

Governing Law

27. The terms of this Agreement shall be governed and construed in accordance with the law of [ENTER GOVERNING LAW].

Dispute resolution

28. Any dispute arising from this Agreement shall be resolved through: [INSERT ALL THAT APPLY]
- a. [Court Litigation][:if either Party brings legal action, the prevailing party will be entitled to recover from the other party, any legal expenses incurred in relation to the claim.
 - b. [Binding Arbitration [INSERT DETAILS]];
 - c. [Mediation.]

Entire Agreement

29. This Agreement, including any schedules and appendixes, constitutes the entire agreement between the parties, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and assurances between them, whether written or oral.

Notices

30. Any notice or other communication given to a party in connection with this Agreement shall be in writing, and shall be:
- a. Delivered either by hand, by pre-paid first-class post, or by other next working day delivery service, at the receiving party's postal address provided in this Agreement unless otherwise stated; **OR**

- b. Sent by email to the email address specified in writing as being a suitable address for service.

Waiver

31. No Party shall be deemed to have waived any provision of this Agreement unless such waiver is expressed in writing.
32. No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

Miscellaneous

33. This Agreement shall be binding upon and accustomed to the benefits of the parties and their representatives. The provisions of this Agreement are severable meaning if any provision is invalid or unenforceable, it shall not affect the validity and enforceability of the rest of this Agreement.
34. This Agreement may be executed in one or more counterpart. Each counterpart shall be considered an original.

Schedule 1- Details of Services

Description of Services	Client and Property Details	Materials	Price of project (\$)
		<ul style="list-style-type: none"> • • • • • • • 	

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date stated above.

SIGNATURES

Client Signature

Client Full Name

Client Signature

Client Full Name

Handyman Signature

Handyman Full Name

Handyman Signature

Handyman Full Name