

# HANDYMAN CONTRACT

This Handyman Contract (hereinafter referred to as the "**Contract**") is entered into on \_\_\_\_\_ (the "**Effective Date**") by and between:

## OWNER:

(the "**Owner**"),

Name: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Representative: \_\_\_\_\_

Email/Phone number: \_\_\_\_\_

\_\_\_\_\_

## CONTRACTOR:

(the "**Contractor**"),

Name: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Representative: \_\_\_\_\_

Email/Phone number: \_\_\_\_\_

\_\_\_\_\_

**SUBJECT OF THE CONTRACT.** The Contractor agrees to provide the following handyman services (the "**Services**") to the Client: *(choose all that apply)*

- Wallpapering, interior and exterior painting.
- Damage remediation and drywall installation.
- Repairing and installing electrical fixtures.
- Windows and door repair and replacement.
- Tile installation.
- Power washing.
- Small appliance repair.
- Other: \_\_\_\_\_

The Services will be provided at the following property \_\_\_\_\_ located at \_\_\_\_\_

The Services will be performed from the date of \_\_\_\_\_ to the date of \_\_\_\_\_.

**PAYMENT FOR THE SERVICES.** The Owner shall pay the Contractor for the provision of the Services: *(choose one)*

- an hourly fee of \$ \_\_\_\_\_.
- The Contractor will submit an invoice  daily  weekly  biweekly  monthly  upon completion of the Services.
- The payments should be made  daily  weekly  biweekly  monthly  upon completion of the Services

The Contractor will submit a report on working hours spent within a specific time frame. The report shall be delivered to the Owner's email address, which is specified in the Contract.

a fixed amount of \$\_\_\_\_\_.

The Contractor will submit an invoice: *(choose one)*

before completion of the Services.

after completion of the Services.

The payment should be made within \_\_\_\_\_ business days before completion of the Services after completion of the Services.

The Parties shall sign the certificate of acceptance to confirm the completion of the Services. The certificate of acceptance should be signed within \_\_\_\_\_ days after completion of the Services.

**RETAINER.** The Owner: *(choose one)*

shall pay a retainer of \$\_\_\_\_\_ to the Contractor as a deposit on future Services (the "**Retainer**").

The Retainer is: *(choose one)*

refundable. The Retainer should be returned to the Owner within \_\_\_\_\_ days after the termination of this Contract.

non-refundable. The Retainer will be deducted from the total cost of the Services provided. If the total cost of the performed Services under this Contract is less than the non-refundable Retainer, no portion of the Retainer shall be refunded.

is not required to pay a retainer before the Contractor can start providing the Services.

**SERVICES QUALITY GUARANTEES.** The Contractor guarantees the quality of all Services provided under the Contract. The Owner shall accept the Services. If the Owner is not satisfied with the results of the Services, they should make a written claim within \_\_\_\_\_ days after completion of the Services. The Contractor should make the necessary corrections free of charge within a reasonable period. All claims made after this period are considered out-of-scope Service requests and should be agreed upon and paid extra according to the Contract. If the Contractor fails to make the required corrections within the granted reasonable period, the Owner has the right: *(choose one)*

either to accept the Services as nonconforming, in which case the fees shall be reduced equitably or to terminate this Contract unilaterally.

to refuse to accept the Services and terminate this Contract unilaterally.

**TERM AND TERMINATION.** This Contract shall remain in full force and effect: *(choose one)*

until the date of \_\_\_\_\_ (the "**End Date**")

for the period of \_\_\_\_\_ from the Effective Date (the "**Service Period**").

Either Party has the right to terminate this Contract unilaterally, with or without cause, within \_\_\_\_\_ days by providing written notice to the other Party.

If the Owner terminates the Contract, they shall be obliged to pay the Contractor all non-disputed amounts for the part of the Services rendered as of the termination date on a pro-rata basis.

**MATERIALS AND SUPPLIERS.** All equipment, tools, and materials necessary to perform the Services shall be provided by the: *(choose one)*

- Owner. Upon the termination of this Contract, the Contractor should return all property, including but not limited to cleaning supplies, equipment, uniforms, and any other items provided by the Owner. In case of failure, the Owner has the right to delay final payments, deduct the costs of non-returned property from the last payment, and/or demand compensation for the losses.
- Contractor.

**RELATIONSHIP OF THE PARTIES.** The Parties to this Contract are independent contractors. Nothing in this Contract, during its performance, shall be interpreted to create an employment, agency, joint venture, or partnership relationship between the Owner and the Contractor.

**COMPLIANCE WITH APPLICABLE REGULATIONS.** The Contractor shall obtain all permits, licenses, and inspections necessary for the proper execution and completion of the Services.

The Contractor shall comply with and give notices required by all laws, ordinances, rules, regulations, and orders of public authorities applicable to the performance of Services.

The Contractor: *(choose one)*

- shall provide the required Services personally and shall not assign or subcontract the carrying out of the Services without the Owner's prior written approval.
- may engage subcontractors for the provision of the Services without the Owner's prior written approval.

**INSURANCE.** The Contractor shall maintain the insurance in full force and effect to protect the Parties from claims set forth below that may result from the Contractor's activities under the Contract and for which the Contractor may be legally liable, namely, claims involving contractual liability insurance applicable to the Contractor's obligations under the Contract.

**INJURIES.** The Contractor shall maintain in full force and effect the insurance to protect the Parties from:

- Claims under employees' compensation, disability benefits, damages resulting from bodily injury, occupational sickness or disease, or the death of the Contractor's employees;
- Claims for bodily injury or property damage arising during the rendered Services.

**INDEMNIFICATION.** Each Party agrees to indemnify and hold harmless the other Party, their employees, and representatives against any damage, liability, loss, legal fees, and costs incurred that may relate to this Contract. This clause shall not be interpreted to provide indemnification for any Party if a competent court of law, rendering a final judgment, finds that the bad faith, gross negligence, or willful misconduct of the Party caused the damage, liability, or loss.

**NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered personally or sent by registered mail, return receipt requested to the address or email address set forth in the opening paragraph or to such other address as one Party may have furnished to the other in writing.

Either Party may change its registered mail or email address for receipt of notices by giving written notice to the other Party. Notices shall be deemed received on the day of delivery if

sent by hand or courier service or on the \_\_\_\_\_ business day from the date of posting if sent by registered mail or email.

**FORCE MAJEURE.** Neither Party shall be liable for any failure to perform or delay in performing the obligations under this Contract if such failure or delay is caused by events of force majeure, including but not limited to acts of God, war, terrorism, strikes, lockouts, labor disputes, pandemics, governmental regulations, or any other similar cause beyond the reasonable control of the affected Party.

In the case of force majeure, the affected Party shall immediately notify the other Party in writing and provide reasonable proof of the cause of the delay or inability to perform the obligations. The Party affected by force majeure shall endeavor to mitigate the consequences of such circumstances and resume the performance of obligations as soon as possible after the circumstances cease to exist.

If the force majeure circumstances last more than \_\_\_\_\_ days, either Party may terminate this Contract by giving written notice to the other Party. In this case, neither Party shall be liable to the other Party for any damages arising from the termination of this Contract.

**GOVERNING LAW AND DISPUTE RESOLUTION.** This Contract shall be governed by and interpreted under the laws of the State of \_\_\_\_\_. Any disputes resulting from or relating to this Contract shall be exclusively resolved by the courts of the State of \_\_\_\_\_.

**SEVERABILITY.** The invalidity or unenforceability of any provision of this Contract shall not affect its validity or enforceability.

**ENTIRE AGREEMENT.** This Contract constitutes the entire understanding between the Parties and supersedes any prior oral or written agreements.

**WAIVER.** The failure of any Party to enforce a particular provision of this Contract shall not constitute a waiver of their right to enforce that provision in the future.

**AMENDMENTS.** This Contract may be amended or modified only by a written agreement signed by both Parties. Any amendments to this Contract shall be binding only if they are documented in writing and signed by both Parties.

**BINDING EFFECT.** This Contract shall be binding upon the Parties and their respective successors and assigns. Neither Party may assign this Contract or any of its rights or obligations hereunder without obtaining prior written consent from the other Party, which cannot be unreasonably withheld.

**ADDITIONAL TERMS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IN WITNESS WHEREOF,** the Parties have executed this Contract as of the Effective Date.

**Owner's Name and Signature:** \_\_\_\_\_

**Contractor's Name and Signature:** \_\_\_\_\_