

Marra PropertyServices Service Terms and Conditions

These terms and conditions ("Agreement") outline the terms under which Marra Property Services LLC, hereinafter referred to as "Handyman" or "we," will provide handyman services to you, the "Home/Business Owner" or "Client." By engaging our services, you acknowledge that you have read, understood, and agreed to these terms and conditions.

1. Scope of Services:

1.1 Handyman provides various home/ business improvement and repair services as skilled tradespeople and not as licensed general contractors. We do not claim to be contractors, and our services are solely limited to the scope of a handyman.

1.2 Our primary focus is on projects that total \$500 or less, including the cost of materials, in compliance with regulations that exempt us from requiring a general contractor license and contractor bond insurance. However, certain non-structural projects that do not become part of the structure may exceed the \$500 limit. These exceptions will be clearly described in the project estimate.

1.3 The Home/Business Owner may not attempt to add unrelated tasks or projects under the same contract or estimate. If such actions are taken, it can result in a change order.

2. Licensing and Insurance:

2.1 Handyman operates as a legal and insured business, meeting all the requirements necessary to perform handyman services as mandated by the local laws and regulations.

2.2 Handyman's insurance coverage includes damages caused by our negligence during the provision of services, providing peace of mind to the Home/Business Owner.

2.3 Any material, goods, or parts used for the completion of the project shall remain the property of Handyman until fully paid for by the Home/Business Owner.

3. Home/Business Owner Responsibilities:

3.1 The Home/Business Owner agrees to create a safe and clean environment for Handyman to perform the requested services. This includes, but is not limited to, clearing the work area of any hazardous materials or obstructions and ensuring a safe workspace for our team. If required we will communicate ahead of time.

3.2 The Home/Business Owner must provide clear and accurate information about the scope of work required and any relevant details about the property that may impact the service delivery.



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3.3 The Home/Business Owner is liable for any delays in the completion of the project caused by their failure or delay in providing necessary access to the property on the agreed-upon dates.

4. Estimates and Payments:

4.1 Handyman will provide the Home/Business Owner with an estimate for the total cost of the project before commencing work. This estimate includes labor, materials, and any additional charges.

4.2 Payment for services rendered is due upon project completion unless otherwise agreed upon in writing. Acceptable forms of payment include cash, credit/debit cards, or other methods as agreed upon by both parties.

4.3 If the Home/Business Owner cancels the estimate or contract 24 hours or less in advance, a 20% payment of the total bill is required.

5. Emergency Services and Job Priority:

5.1 Handyman provides emergency services, but some jobs require more priority than others based on factors such as safety concerns and project complexity. We will make every effort to address emergencies promptly while maintaining a fair and balanced approach to scheduling.

6. Code of Conduct:

6.1 Handyman and its employees are committed to maintaining professional conduct at all times. This includes no smoking on the premises, refraining from loud music or phone use, and carrying requisite cleaning supplies to ensure a clean work area.

6.2 We will tarp any necessary areas of the home to prevent the spread of dust and debris during the work process.

6.3 When working indoors, we will use Ram Board to protect the home/ business floors.

6.4 Before leaving the premises, Handyman will confirm job satisfaction with the Home/Business Owner/ Primary Contact to ensure all expectations have been met.

7. Warranty:

7.1 Handyman provides a limited warranty for the workmanship on completed projects for a period specified in Estimates and Invoices.

7.2 This warranty does not cover damages caused by the Home/Business Owner, third parties, or normal wear and tear.

8. Indemnification:

8.1 The Home/Business Owner agrees to hold Marra harmless from any claims, damages, losses, or liabilities arising from the services provided by Handyman, except for damages directly caused by Handyman's negligence.

9. Termination of Services:

9.1 Either party may terminate the Agreement in writing for any reason, subject to the completion of any ongoing projects.

9.2 Handyman is not responsible for any unfinished tasks specifically requested by the Home/Business Owner. For instance, if the Home/Business Owner requests only the hanging of drywall with exposed screws and no taping or mud, they cannot claim that the work was left undone.

10. Rates and Prices:

10.1 Rates and prices provided to the Home/Business Owner are based on current information available to Handyman at the time of estimate. We reserve the right to adjust prices if unforeseen circumstances arise during the project.

11. Governing Law and Jurisdiction:

11.1 This Agreement shall be governed by and construed in accordance with the laws of California. Any disputes arising from this Agreement shall be resolved in the courts of Los Angeles.

12. Change Orders and Client Advice:

12.1 If problems arise from a separate issue while working on the primary issue, a change order may be necessary to address the additional work. The Home/Business Owner will be informed of the situation and any associated costs.

12.2 If the Home/Business Owner chooses to disregard advice provided by Handyman, the company is not liable for any negative consequences or outcomes resulting from such actions.

By engaging our services, the Home/Business Owner acknowledges their understanding and agreement to these terms and conditions. These terms may be subject to change, and any modifications will be communicated in writing to the Home/Business Owner.

Section 13: Financing Options and Lender Communication

13.1 Introduction to Financing Options

a. At Marra Property Services, we understand that home improvement projects can vary in scale and cost. To ensure our clients have flexible payment options, we offer financing alternatives through Acorn Finance, a reputable third-party lender.

13.2 Client's Responsibility

- a. Clients are responsible for selecting a financing option from those provided during the initial estimate.
- b. Marra Property Services will communicate these financing options to the client, and the client is expected to make an informed decision.
- c. Clients must promptly provide all required information and documents requested by Acorn Finance to facilitate the financing process.

- d. Clients are responsible for reviewing the terms and conditions of the selected financing option, including interest rates, repayment schedules, and any applicable fees.

13.3 Lender Communication

- a. Marra Property Services will facilitate initial communication between the client and Acorn Finance to ensure a smooth financing process.

- b. Clients are responsible to engage in conversations and correspondence with Acorn Finance regarding their financing application and approval status.

13.4 Approval and Payment

- a. Upon approval by Acorn Finance, the client will receive funds within a few days, and project commencement will begin.

- b. The project will commence once Marra Property Services has received the approved financing from the client upfront.

- c. Any delays in financing approval may result in project rescheduling, and any associated costs will be the responsibility of the client.

13.5 Project Completion and Payment

- a. Once the project is completed, payment in full is required from the client. Payment should be made promptly as agreed upon in the financing arrangement.

13.6 Interest and Fees

- a. Clients are responsible for paying any interest and fees associated with the chosen financing option as outlined by Acorn Finance.

- b. Marra Property Services is not liable for any additional costs incurred due to the client's chosen financing arrangement.

13.7 Modification or Cancellation

- a. Clients may request modifications or cancellation of their financing arrangement with Acorn Finance, subject to the lender's terms and conditions.

13.8 Default on Financing

- a. In the event of default on financing, the client remains liable for the outstanding amount owed to Acorn Finance.
- b. Marra Property Services retains the right to suspend or terminate work on the project until the financing issue is resolved.
- c. Any additional costs incurred due to project suspension will be the responsibility of the client.

13.9 Legal Implications

- a. Marra Property Services is not responsible for any legal matters or disputes that may arise between the client and Acorn Finance.
- b. Clients are encouraged to seek legal advice if disputes with the lender cannot be resolved through negotiation.

13.10 Marra Property Services' Right to Decline Financing

- a. Marra Property Services reserves the right to decline participation in a financing arrangement if we have reasonable concerns about the client's ability to fulfill their financial obligations.

13.11 Indemnity

- a. The client agrees to not hold Marra Property Services against any claims, losses, or damages that may arise from their chosen financing arrangement.



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