

RHR Home Repairs and Improvements Terms and Customer Service Agreement

(Please read before signing the service order authorization/invoice form)

- 1. HOURS OF OPERATION** - Our normal hours of operation are Monday through Friday 9AM to 5PM and weekend work is optional for RHR service technicians. Weekends are not included as workdays. All service will be performed during normal business hours (Holidays excluded). Requests for service beyond these hours of operation are subject to additional charges. At our discretion we may work after hours to complete projects. Every effort will be made to work schedules accordingly for both parties. RHR does not guarantee full 8 hour work days for projects; we determine the number of hours needed for each project and base the completion on the estimated completion date for each project. For interior projects ultimately access to the inside is needed to make approximate completion date.
- 2. SERVICE INFORMATION** - The customer understands that the estimated completion date on the service order is just that, an estimate, as long as it's in reasonable standards. Customer add on's and change orders may affect project cost and completion time. If RHR finds hidden problems or issues it may cause a delay with the completion time. We do not guarantee estimated completion dates. We will not be responsible for any penalties in regards to the estimated completion time or any home owner inspections not met by an inspector. Customer further agrees that RHR cannot be held liable for non-performance because of circumstances beyond our control. This includes, but is not limited to, an act of God, labor disputes, contrary schedules, accidents, weather, customer caused delays or distractions, or unexpected damage found, or other events not listed. These circumstances can alter the approximate completion date. Various outside projects can only be done weather permitting. We will not be held liable for damages to our work that is caused by wear and tear, other contractors or the weather, including: strong winds, hail storms, tornadoes, or thunder storms with heavy rain.
- 3. CUSTOMER GUIDANCE** - It is RHR's responsibility to guide the customer through the steps of their service order. We will verbally go over all procedures and keep the customer informed on a continual basis until the project is complete. If this is not done the customer should immediately contact the Customer Care Manager at (614) 775.6489, ext. 112
- 4. PROJECT ARRIVAL** - For interior projects, RHR will call the customer to inform of our arrival or other wise indicate in writing. After the time has been set and agreed upon and if the customer is not home to provide access inside we reserve the right to add a \$5 trip charge to the cost for each occurrence as a scheduling inconvenience to us.
- 5. CANCELLATION** - The initial service order may be canceled, without penalty, as follows: A. Within 72 hours from signing the service order. B. If the customer files protection under the federal bankruptcy laws of any bankruptcy petition or a third party against RHR commences petition for receiver. If an advance was given RHR will refund the money but if the customer issues a stop payment or the funds are not available, the customer is responsible for a \$35 bank return fee per occurrence.
- 6. SERVICE CONCERNS OR COMPLAINTS** - The customer is advised to review our work on an as need basis and list items that need our attention. Or participate by phone with the Customer Care Manager in a quick progress report check to rate the quality of our service. Project concerns, questions or complaints should be communicated immediately by calling (614) 775.6489, ext. 112. For a resolution whether in person, via telephone, email, by regular mail or by fax transmission. We want nothing less than "complete" customer satisfaction.
- 7. AGREEMENT CHANGES** - This Agreement may be amended, supplemented or changed only by agreement in writing signed by both of the parties. Any notices to this Agreement shall be in writing and shall be hand delivered, mailed by certified or first class mail sent by recognized overnight courier service or transmitted using facsimile equipment.

8. AGREEMENT BREACH – This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. In the event of a contract breach by customer of any terms and conditions set fourth herein and should it be necessary to commence collection proceedings as a result of the customer's failure to make payments, as due, we shall also be entitled to reimbursement for the cost of such proceedings. Such cost and expenses include, but are not limited to, filing fees, lien fees, collection costs, travel cost, supplies used, payroll, subcontractor payments, permits, and attorney and court fees.

9. SUSPENSION OF SERVICE - If in our judgment reasonable doubt exists as to your financial responsibility, or if you are past due in payment of any amount owing to us, we reserve the right, without liability and without prejudice to any other remedies, to suspend our service, decline to deliver, or stop any work in progress until we receive payment of all amounts, whether or not due, owing to us, or adequate assurance of such payment. All service suspensions are notified in writing or by telephone. At our discretion and as a last resort RHR can amend the payment terms of the contract to make it easier for the customer if they are faced with financial difficulties.

10. REFUND POLICY - All work is guaranteed. Cash refunds are given as a last recourse. We will revisit or address any items to ensure customer satisfaction; if RHR can not correct the issue than a management-determined and customer agreeable refund is provided. If customer payment was made with a credit card the refund will be with a company check, to avoid costly merchant fees. The customer agrees to allow RHR to completely finish the project before involving an arbitrator.

11. WARRANTY - All handyman and general home repair labor is warranted for 90 days, all labor for home improvement projects such as fence and deck installation and flooring is warranted for 1 year from the completion date or otherwise indicated in writing. RHR makes no other warranties, express or implied and its agents or technicians are not authorized to make any such warranties on behalf of RHR. The warranty is annulled if another contractor alters our work. RHR is not responsible for customer purchased products.

12. FOLLOW-UP SERVICE - If follow up service is needed after your project has been completed, please make a list of the items and submit it to us by fax (614)775.9107, email (rhrstaff@hotmail.com) or by postal mail (PO Box 247301, Cols., OH 43224), although fax is preferred and quicker. If an immediate callback is needed you may contact us by telephone regarding the problem but we prefer request to be in writing. Include your name, address, home and office numbers. Your name will be added to our service list and a follow up visit will be scheduled. We will address the issue as soon as possible or as soon as scheduling allows and in the order that the requests are received, most of the time within 1 week, depending on our current work load. We will handle only those items on the list, so please do not ask to add any items orally when the workmen arrive. If service is needed after the warranty has expired a fee may be accessible depending on the nature of the issue.

13. PAYMENT TERMS - Customer agrees that 50% is due before starting, 30% due mid-way complete and the final payment is due upon completion unless otherwise indicated in writing. The customer agrees to pay the final balance upon our completion. We accept cash, check and all major credit cards. We reserve the right to charge a \$50 wait fee for payments not ready upon the mid way complete and or upon completion and a \$7 per day charge until the payment is made. There is a \$35.00 fee for all returned checks. After receipt of advance payment (50% down) RHR will begin service 48 to 72 hours from receipt of payment. After the service contract is signed the price can not be changed. If the customer is unsure about descriptions on the service order the customer must get clarification prior to signing the service authorization. Once the project is complete and the customer is not available for the final completion signature or the paper work is not readily available, and 30 days has gone by, the project is concluded and that the customer constitutes acceptance of the services performed as being satisfactory and that equipment has been left in good condition. Unless otherwise specified, cost of any required permits will be added to the stated price and the customer will be charged. Anything outside of Franklin County may have a 1 time .50 cent per mile fee added as a travel cost. For credit card acceptance see credit form.

14. CHANGE ORDERS - After a service order has been signed and work has begun there may be a fee associated with changing the work order. Payment for any and all-Additional Change Order (s) are due and payable prior to commencement of such extra work and upon signing of a Change Order Form. In the absence of a fixed price, work will be billed on a time and materials basis. A signed service order must be issued for all initial services to be performed. RHR does not provide any verbal agreements.

15. CHANGE ORDER CAUSE - There are three origins of a change order: 1) Customer changed their mind about the work or design, 2) RHR recommends changing some aspect of the service or design, or 3) A change is required because unexpected damage was found, or there is a code violation affecting the project. Any alteration or deviation from the signed service order authorization/invoice, involving extra costs or extra labor, will be executed only upon written orders and will become an extra charge over and above the specified contract price.

16. AVOIDING CONTRACTOR OVERSIGHTS - Customer is requested not to perform or hire other contractors to perform similar type work near or in the same area as RHR. This is to avoid confusion with their work from our work. Customers are implied to perform or have similar type work done only after RHR's project is complete.

17. A DISAGREEMENT - RHR and the customer hereby mutually agree in advance that in the event of a disagreement about the quality of work a third party (arbitrator or mediator) will evaluate the project and enable both parties to resolve any dispute. Or the customer may initiate alternative dispute resolution. This Agreement may be amended, supplemented or changed only by agreement in writing signed by both of the parties.

18. CUSTOMER ABUSE - RHR will not tolerate customer abuse such as shouting, chaos, controversy, acts of violence, or making RHR staff feel uncomfortable while at the job site. We reserve the right to suspend service and leave the premises until the customer has calmed down or a resolution is made. We also reserve the right to add a \$5 travel fee to the service order for each occurrence as an inconvenience to our schedule.

19. PAINTING PROJECTS - Customer is responsible for getting the paint of their choice mixed properly and cleaning any interior walls (to remove dust and cob webs) if needed. For all interior painting projects all furniture and or any obstacles in the way of allowing us to paint must be moved by the customer. If RHR does any furniture moving, the customer will be charged \$15.00 per item to performing any moving. Ceiling and baseboard painting is extra. For exterior painting projects the job will consist of the whole house being painted, or just the trim it depends on your service order. Painting doors may or may not be extra please see your service order. Exterior painting can not be done when the temperature is 50 degrees or below. We advise our customers that are in the process of selling their property and have several contractors working on the house - to have any carpet installation done after the interior painting is complete to avoid damaging new carpet. We use drop clothes but accidents may happen. RHR has informed customer regarding the different types of paints; such as flat, eggshell & satin, semi-gloss and gloss.

20. VINYL/CERAMIC TILE PROJECTS - Please see the information sheet regarding the installation of vinyl and ceramic tile. Customer is advised to clean the toilet 24 hours prior to RHR starting the project.

21. MOVING SERVICE - Customer is responsible for renting the truck (U-Haul) and RHR will load and unload the truck. We do not pack and unpack boxes. All Drawers, filing cabinets, and storage cabinets have to be emptied by the customer before we can load the item onto the truck. Billing is by the hour and 1 hour is billed for travel time to and from the location. Moving service involving steps and stair ways, the rates are slightly higher. Please do not leave any valuable items laying around or in plain view such as expensive jewelry and other small tangible things while the movers are working.

22. CLEANING SERVICES FOR REHABILITATED WORK/HOMES - Customer understands that RHR does not automatically include a cleaning service for rehabbed homes; to have cleaning done there is an additional cost.

23. SPECIAL SUPPLIES - If the customer has a particular type or brand of supplies they would like to have used in their project, the customer is responsible for informing us and locating the supplies in turn RHR will schedule to pick up the supplies.

24. FINAL AGREEMENT AND BINDING ARBITRATION - In the event RHR deems it necessary to file a mechanic lien to secure payment of the money due under this contract, or in the event it becomes necessary for RHR to file suit to collect any money due under its terms or to collect damages for violation of the provision of this contract, customer agrees to pay all RHR's cost of litigation including a reasonable sum incurred by RHR for attorney fees.

25. LATE PAYMENT FEES - We reserve the right to charge a \$50 wait fee for payments not ready upon the mid way complete and or upon completion and a \$7 per day charge until the payment is made.

Here at RHR, we truly want your experience with us to be the best. We have high expectations and we too are consumers. We understand that prompt response, quality work, and reasonable prices are the keys to customer satisfaction. We hope your expectations are met and that you will give us the opportunity to serve you again in the future.

Thank you for your business.