



Trusted Property Maintenance (TPM) Terms and Conditions of Service

1. Written Agreement Requirement

All projects with an estimated total cost exceeding \$200 must be documented and approved in writing by both Trusted Property Maintenance (TPM) and the Customer prior to the commencement of any work.

2. Scope of Work & Project Clarity

Before work begins, all project details must be clearly defined and agreed upon, including but not limited to:

- Scope of work
- Project location
- Materials required
- Responsibility for sourcing materials

No work will begin until all relevant details are reviewed and approved by both parties.

3. Materials

Materials will either be:

- a) Supplied by the Customer, or
- b) Sourced and supplied by TPM, as agreed upon in writing

TPM is not responsible for delays, defects, or failures related to Customer-provided materials.

4. Payment Terms

TPM does not require upfront payment for standard service jobs unless otherwise agreed upon in writing. Payment is due upon completion of work unless alternative arrangements are documented.

5. Late Payment Policy

Payment is expected within fourteen (14) days of invoice delivery.

Any unpaid balance after this period may be subject to a late fee of **5% of the outstanding balance per month** (or the maximum allowed by law) until paid in full.

6. Estimates and Price Adjustments

All quotes are based on visible and known conditions at the time of estimation.

TPM reserves the right to adjust pricing due to:

- Concealed or unknown conditions
- Unforeseen complications
- Changes in project scope
- Site accessibility limitations

Any price changes will be communicated and must be approved before additional work continues.

7. Pre-Work Approval Requirement

No work will commence until the Customer has reviewed and approved the estimate in writing. Approval constitutes agreement to all outlined terms and conditions.

8. Change Orders

Any requested changes, additions, or modifications to the original scope of work will require a revised quote ("change order").

Work related to changes will not proceed until the updated scope and pricing are approved in writing.

9. Cancellation Policy

If a scheduled job is canceled on the same day as the agreed service date, a **\$50 service call fee** will be charged to the Customer.

10. Right to Refuse or Terminate Work

TPM reserves the right to refuse or immediately terminate a project if:

- Site conditions differ significantly from those originally presented
- Working conditions are unsafe or unsuitable
- The project cannot be completed to TPM's professional standards

In such cases, a service call fee and/or charges for work performed up to that point may apply.

11. Site Conditions & Accessibility

Project timelines and costs may be impacted by site conditions such as limited access,

restricted workspace, or other logistical constraints. These factors may result in extended timelines or additional charges.

12. Limitation of Responsibility

TPM is not responsible for:

- Defects caused by faulty design, plans, or specifications
- Work performed by other contractors
- Pre-existing conditions or structural issues

TPM will not reimburse or warranty work negatively impacted by these external factors.

13. Damage Disclaimer

TPM is not liable for damage resulting from:

- Customer actions or negligence
- Work performed by other contractors
- Pre-existing structural or material weaknesses

14. Workmanship Warranty (90 Days)

TPM provides a 90-day workmanship warranty covering labor performed. This includes:

- Correction of work completed incorrectly by TPM at no additional labor cost

This warranty does **not** cover:

- Concealed or unforeseen conditions
- Normal wear and tear
- Customer misuse or neglect
- Work impacted by other contractors or external factors

After 90 days, all work becomes the sole responsibility of the Customer.

15. Warranty Limitations

TPM does not provide warranty or reimbursement for work that fails due to:

- Design flaws
- Incorrect plans or specifications
- Interference or failure from other contractors

16. Insurance & Business Status

TPM is a fully insured handyman service.

TPM does not operate as a licensed general contractor and performs services within the legal scope of handyman work.

17. Customer Acknowledgment of Risk

The Customer acknowledges and agrees that:

- Quotes may change due to unforeseen or concealed conditions
- Project conditions may impact cost, timeline, and feasibility
- Approval of the estimate includes acceptance of these risks

18. Dispute Resolution

In the event of a dispute, both parties agree to first attempt to resolve the matter through good-faith negotiation.

If a resolution cannot be reached, the dispute shall be submitted to **mediation** in the State of Colorado before any legal action is pursued.

Each party will bear its own legal costs unless otherwise determined through mediation or applicable law.

19. Acceptance of Terms

By approving a quote or allowing work to begin, the Customer confirms that they have read, understood, and agreed to all terms outlined in this document.

Trusted Property Maintenance (TPM)

Aurora, Colorado