

HANDYMAN AGREEMENT

This is a customizable starting template, not a finished legal document. Replace every [BRACKETED] field with your specifics, delete or adapt any clause that does not fit your arrangement, and have a licensed attorney in the governing jurisdiction review it before you or anyone else signs. CyberSygn is not a law firm and this template is not legal advice.

This Handyman Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[CONTRACTOR LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. sole proprietor / limited liability company] with its principal place of business at [CONTRACTOR ADDRESS] ("**Contractor**"); and

[CLIENT LEGAL NAME], [an individual / a STATE ENTITY TYPE] with an address at [CLIENT ADDRESS] ("**Client**").

Contractor and Client are each a "**Party**" and together the "**Parties**."

Recitals. Client wishes to engage Contractor to perform general handyman, repair, and small-maintenance work at the property described below, and Contractor wishes to perform that work on the terms below. In consideration of the mutual promises in this Agreement, the Parties agree as follows.

1. Scope of Work

1.1 Property. Contractor will perform the Work at [PROPERTY ADDRESS] (the "**Property**").

1.2 Work. "**Work**" means the general repair and maintenance tasks described in **Exhibit A**, which may include minor carpentry, drywall patching, fixture installation, painting touch-ups, assembly, mounting, caulking, and similar small jobs, performed in a workmanlike manner consistent with generally accepted industry practice.

1.3 Licensed trades excluded. Client acknowledges that certain electrical, plumbing, gas, HVAC, structural, or other work may require a licensed specialty contractor or permits under applicable law. Contractor will not perform work that exceeds its lawful scope, and any such work is excluded unless Contractor holds the required license and the Parties agree in writing.

1.4 Change requests. Either Party may request a change to the Work. A change takes effect only when both Parties agree, in writing where practical, on the change and its impact on price and schedule. Contractor is not obligated to perform out-of-scope work until the change is agreed.

1.5 Site condition. Client will provide reasonable access to the Work areas and will move or protect valuables and fragile items. Contractor will keep the Work areas reasonably clean and will remove its debris on completion.

2. Schedule

2.1 Start and completion. Contractor will begin the Work on or about [START DATE] and will use commercially reasonable efforts to complete it by [TARGET COMPLETION DATE], subject to access, weather, material availability, and approved changes.

2.2 Delays. Timelines are estimates. Contractor is not responsible for delays caused by Client, by events beyond Contractor's reasonable control, or by approved changes, and the schedule may be equitably adjusted.

3. Price and Payment

3.1 Pricing. Client will pay Contractor on a **[FIXED-PRICE / HOURLY at \$[RATE]/hour / TIME-AND-MATERIALS]** basis as set out in **Exhibit B**. Unless Exhibit B says otherwise, amounts are stated in **[CURRENCY, e.g. US dollars]** and are exclusive of applicable taxes.

3.2 Materials. Materials are **[included in the price / billed at cost plus [PERCENT]% / supplied by Client]**. Contractor will use reasonable care selecting materials but does not warrant materials Client supplies.

3.3 Deposit. Client will pay a deposit of **[\$[AMOUNT]]** before the Work begins, which will be **[applied to the final invoice / non-refundable to the extent of materials ordered]** as permitted by applicable law.

3.4 Invoicing and payment. Contractor will invoice Client **[ON COMPLETION / WEEKLY / PER MILESTONE]**. Client will pay each undisputed invoice within **[NUMBER, e.g. 10]** days of the invoice date.

3.5 Late payment. Undisputed amounts not paid when due accrue interest at the lesser of **[e.g. 1.5%]** per month or the maximum rate permitted by applicable law, from the due date until paid. Contractor may pause the Work on **[NUMBER]** days' written notice if an undisputed invoice remains unpaid past its due date.

4. Warranty

4.1 Workmanship warranty. Contractor warrants that the Work will be free from material defects in workmanship for **[NUMBER, e.g. 90]** days after completion. Contractor's sole obligation under this warranty is to re-perform or correct defective Work at no additional labor charge.

4.2 Materials and exclusions. Manufacturer warranties, if any, pass through to Client. This warranty does not cover normal wear, misuse, Client-supplied materials, conditions outside Contractor's scope, pre-existing defects, or damage caused by others or by events beyond Contractor's control.

4.3 No other warranties. Except as expressly stated, Contractor disclaims all other warranties to the extent permitted by applicable law, including any implied warranty of merchantability or fitness for a particular purpose.

5. Insurance and Licensing

5.1 Insurance. Contractor will maintain, at its expense, general liability insurance of at least **[AMOUNT, e.g. \$500,000]** per occurrence and any workers' compensation insurance required by applicable law, and will provide a certificate of insurance on Client's written request.

5.2 Permits and compliance. Where the Work requires a permit, the Parties will agree in writing who obtains it. Contractor will perform the Work in compliance with applicable building and safety codes within its scope.

6. Liability and Indemnification

6.1 Limitation of liability. Except for the excluded matters in Section 6.3, neither Party is liable for indirect, incidental, special, consequential, or punitive damages, and Contractor's total aggregate liability arising out of or related to this Agreement will not exceed the total amount paid by Client under this Agreement.

6.2 Client indemnity. To the extent permitted by applicable law, Client will defend and indemnify Contractor against third-party claims arising from conditions on the Property that Contractor did not cause, materials Client supplied, or Client's instructions that Contractor followed under protest.

6.3 Exclusions. The limitations in Section 6.1 do not apply to a Party's gross negligence or willful misconduct, to bodily injury caused by a Party's negligence, or to liability that applicable law does not allow to be limited.

7. Termination

7.1 Termination for convenience. Either Party may terminate this Agreement on [NUMBER, e.g. 7] days' written notice. On termination, Client will pay for Work performed and materials ordered through the effective date of termination.

7.2 Termination for cause. Either Party may terminate immediately on written notice if the other Party materially breaches and fails to cure within [NUMBER, e.g. 5] days after written notice describing the breach.

7.3 Effect. On termination, Contractor will leave the Work areas in a safe condition and deliver any materials Client has paid for.

8. General Provisions

8.1 Independent contractor. Contractor is an independent contractor and controls the manner and means of performing the Work. Nothing creates a partnership, joint venture, agency, or employment relationship.

8.2 Governing law and venue. This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

8.3 Notices. Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

8.4 Force majeure. Neither Party is liable for delay or failure caused by events beyond its reasonable control, provided it gives prompt notice and uses reasonable efforts to mitigate.

8.5 Entire agreement; amendment. This Agreement, including its Exhibits, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

8.6 Severability; waiver; counterparts. If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver. This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

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

CONTRACTOR

CLIENT

Signature: _____

Signature: _____

Printed name: [NAME]

Printed name: [NAME]

Title: [TITLE / N/A]

Title: [TITLE / N/A]

Date: _____

Date: _____

Template provided by CyberSygn. Not legal advice. CyberSygn is not a law firm. Consult a licensed attorney in your jurisdiction before relying on this document.