



## (RMP) TERMS AND CONDITIONS AGREEMENT

1. **Miscellaneous:** paragraph captions herein are for Fix It!® and Owner's convenience only and neither limit nor amplify the provisions of this Agreement. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in such event, it is the intension of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is so illegal, invalid or unenforceable, there shall be added as a part of this Agreement a clause or provision as similar in form and substance to such illegal, invalid or unenforceable clause or provision as may be possible and as will be legal, valid and enforceable. Massachusetts law shall govern and control the construction and application of this Agreement. This agreement constitutes the sole and entire agreement between the parties hereto, and no modification hereof shall be binding unless set forth in writing, signed by all parties here to and attached hereto. This Agreement constitutes entire understanding and supersedes any previous understanding, either written or verbal, expressed or implied.
2. **Exclusions:** This Agreement does not cover conditions due to misuse or abuse, fire, freezing, electrical, power surges, and/or water failure, water damage, lightning, mud, earthquake, soil movements, storms, accidents, pest damage, ordinary wear and tear or acts of God. Fix It!® is not liable for failure to provide timely maintenance service due to conditions beyond its control, including but not limited to, weather conditions, delays in obtaining parts, equipment, or labor difficulties. This Agreement does not constitute a warranty or representation with regard to the covered property but is a preventive maintenance contract designed to provide early treatment of conditions that might lead to further damage to the property. It is not intended to prevent all conditions from occurring, which may require maintenance, repair or replacement. Fix It!® shall not be liable for any damages to the covered property arising from the acts or omission of third parties, including the owner and residents of the covered property, their agents, contractors and invitees. THE UNDESIGNED OWNER AGREES TO HOLD FIX IT!® HARMLESS FROM AND AGAINST ANY AND ALL DAMAGES, COSTS, EXPENSES, CLAIMS AND LIABILITIES ARISING FROM ANY OF THE FOREGOING EXCLUSIONS.
3. **Transfer of coverage:** – If the covered property is sold during the terms of this Agreement, the homeowner may transfer coverage by notifying Fix It!®, in writing 30 days in advance, Each plan is for a single-family unit. For Multifamily units, a separate plan will be required for each unit.
4. **Renewal:** – This agreement is on a month-to month basis no-annul commitment at the option of Fix It!®, in which event the homeowner will be notified in writing 30 DAYS before any changes of the terms, conditions and rates.
5. **Cancellation:** - This agreement is subject to cancellation by Fix It!® for any reason including but not limited to fraud or misrepresentation concerning any covered item or any other facts related to this Agreement and/or for nonpayment of the fees outlined in the Agreement.
6. **Exclusions:** The homeowner agrees to hold Fix It!® harmless from and against any and all damages, cost, expenses, claims and liabilities arising from other contractors/technicians during site visits and performed work.
7. **Hazard waste:** Owner represents to Fix It!® that the work location contains no asbestos or other hazardous waste and acknowledges that this contract includes no monies for either.
8. **Payments:** All payment terms as set forth above are material provisions of this RMP agreement. If not stated otherwise, all bills are due upon work completed. Each RMP will be charge monthly for as long as the homeowner requires it.
9. **Warranty:** Fix It!® warrants all construction performed under this contract from the date of substantial completion for two years plus any extra year/s based on each RMP.
10. **Labor and materials:** Fix It!® will provide all labor and materials as described on each quote unless otherwise stated.
11. **Debris:** Fix It!® shall remove all construction debris from the work site, at an extra cost unless otherwise stated.
12. **Extra Work:** Any items in addition to the work described, desired by Owner shall be set forth in writing by email, or text and agreed to by both parties before such work will be performed.
13. **Mediation:** Any disputes arising under this agreement in accordance with the written procedures of the American Arbitration Association shall be a condition precedent to any arbitration or litigation to be initiated by either party hereto.
14. **Payments:** Monies due to Fix It!® under this agreement shall accrue interest at the rate of 18% simple interest from the date any payment is due and unpaid.
15. **Others:** Owner will furnish site utilities (e.g., water and electricity) and reasonable access to its property to facilitate the work/repairs.
16. **Pets:** We are pet friendly, but for their safety Owner is responsible to keep pets away from jobsites in a safe place.
17. **Furniture:** Visual Inspection doesn't include moving heavy furniture around.
18. **Plumbing/electrical:** Due to State regulations plumbing and electrical work/repairs can only be performed by Licensed contractors. Fix It!® isn't licensed to perform such repairs.
19. **Discounts:** Discounts cannot be combined with any other offers.

ON THE DAY OF SERVICE

The technician/s, will provide you with a report of all the items that have been checked and will provide you with a quote for any repairs that need attention. Most items may be completed on the same day, and others may need to be scheduled to complete them. Upon completion of the day's work, you will receive a list of items that were completed. We will keep and share all paper work, for your records, to show that your home has been properly maintained throughout the year. All repair's payment will be due on the same day of service.

The visual inspection will take place within 30 days after accepting the RMP agreement.

In addition to all the standard maintenance items listed on the previous pages, we also offer many additional services. Please ask us for more information.

**\*Every plan is a month-to-month agreement, no-annual commitment.**

\*\*Our partners are: [www.wattscontrol.com](http://www.wattscontrol.com) [www.onyxgranite.com](http://www.onyxgranite.com) [www.deplok.com](http://www.deplok.com)  
[www.obiecomfortsolutions.com](http://www.obiecomfortsolutions.com)

By accepting this RMP and paying with your credit card online, you agree to the terms and conditions presented in this agreement. You also certify that you are the homeowner and are authorized to hire for the home at the address listed above.