

GOLDEN RAIN HANDYMAN SERVICE PROGRAM **TERMS AND CONDITIONS**

LENGTH OF CONTRACT

This Agreement shall be effective for one full calendar year from the date that payment for the program is received.

COST

The cost of the program is \$175.00 per year for cooperative units and Waterford, and \$225.00 per year for condominiums.

SERVICES

The resident purchasing the service program is entitled to four (4) service calls per month for his/her manor for services listed on the Service Description List attached to this Agreement for the term of the Agreement. Services not listed on the Service Description List are generally excluded except that requests for services not on the Service Description List may, at Golden Rain's sole discretion, be honored.

For purposes of this Agreement a service call is one trip to a manor to perform services provided such trip does not exceed four hours. Single trips shall be considered two service calls if they exceed four hours. If additional trips are needed to complete the services requested it will not count as another service call unless such additional trips cause the total service time to exceed the four hour limit.

PARTS

All parts required for services under this Agreement will be supplied by Golden Rain unless it states otherwise in the Service Description List. Parts required to be supplied by the resident may be purchased by the resident from Golden Rain at the time of service. Parts are subject to availability.

Golden Rain does not assume responsibility or liability for any damage or loss in any way related to Golden Rain's alleged failure to obtain parts in a timely manner.

APPOINTMENTS AND HOURS

Services will be scheduled and services will be performed during regular business hours, Monday through Friday, 8:00 AM to 4:30 PM, excluding holidays. To schedule services a resident should call 988-7650 and reference the handyman service program.

Services requested by the resident after hours or on holidays will not be covered by this Agreement regardless of whether they fall within the scope of services set forth on the Service Description List.

Golden Rain does not assume responsibility or liability for any damage or loss in any way related to Golden Rain's alleged untimely response to any "emergency" or other request for service.

TRANSFER TO NEW OWNER

A resident's rights and obligations under this Agreement shall be transferred during the term of the Agreement to any individual that subsequently purchases his/her manor. This transfer shall occur automatically upon change in ownership and at no charge. Under no circumstances may a resident's rights under this Agreement be transferred to a different address than that under which it was purchased.

EXCLUSIONS AND LIMITATIONS

Golden Rain will not in any way pay for any services performed by anyone other than Golden Rain, unless ordered, or, authorized in writing, by Golden Rain. This Agreement shall not apply to any appliance or electronic product covered by an express warranty. Golden Rain reserves that right to refuse to service/repair any appliance or other component which in its sole discretion is too unsafe, old or worn to warrant further repair and/or service. This Agreement is intended to cover handyman service necessitated as a result of ordinary wear and tear and does not apply to repairs or services necessitated by such intervening causes as wars, floods, water, water damage, lightening, wind and windstorms, earthquakes, fires, smoke, acts of God, thefts, riots, vandalism, or misuse or abuse of a component.

LIMIT OF LIABILITY AND DAMAGES

Golden Rain’s entire liability for any claim related to services provided under this Agreement shall in no event exceed the purchase price of the service package. In addition, Golden Rain will not be responsible for any general or consequential damages arising out of or in any way related to services provided under this Agreement.

INDEMNIFICATION OBLIGATIONS

A resident agrees to defend, indemnify and hold harmless Golden Rain for any claim, injury or harm suffered by an employee or agent of Golden Rain providing services under this Agreement if such claim, injury or harm is due in whole or in part to the negligent acts or omissions of resident.

CANCELLATION

This Agreement may be cancelled within 30-days of receipt. Requests for cancellation shall be made in writing and sent to the Director of Mutual Operations at 800 Rockview Dr, Walnut Creek, California 94595. Upon receipt of a timely notice of cancellation, a resident shall receive a full refund of the costs for the service program provided no services have been rendered under the Agreement. If services have been rendered at the time of cancellation, a resident shall be entitled to a pro rata refund based on the retail value of services performed.

Owner Signature

Address

Date

Golden Rain Foundation

Date

Attachment: Service Description List