

## **ROSSMOOR WALNUT CREEK HANDYMAN SERVICE**

### **TERMS AND CONDITIONS**

#### **LENGTH OF CONTRACT**

This Agreement shall be effective for one full year from the date that payment for the program and this contract are received, for the resident purchasing the service program.

#### **COST**

The cost of the program is **\$300.00** per year. Please make your check payable to the **Golden Rain Foundation**.

#### **SERVICES**

The resident purchasing the service program is entitled to *no more than* 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.

#### **PARTS**

Parts are required to be supplied by, or paid for, by the residents. Parts, if available, may be purchased by the resident from Rossmoor Walnut Creek (RWC) at the time of service. Parts are subject to availability and Rossmoor Walnut Creek (RWC) 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 are by appointment only during business hours (Mon–Fri, 8 AM–4 PM, excluding holidays).

#### **TO SCHEDULE SERVICES, CALL 925-988-7650**

*Please note that emergency or unscheduled services are not available under any circumstances*

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.

Rossmoor Walnut Creek (RWC) does not assume responsibility or liability for any damage or loss in any way related to Rossmoor Walnut Creek (RWC) alleged untimely response to any "emergency" or other request for service.

#### **TRANSFER TO NEW ADDRESS OR OWNER**

Under no circumstances may a resident's rights under this Agreement be transferred to a different address and different owner than that under which it was purchased.

#### **EXCLUSIONS AND LIMITATIONS**

Rossmoor Walnut Creek (RWC) will not in any way pay for any services performed by anyone other than Rossmoor Walnut Creek (RWC), unless ordered, or, authorized in writing, by Rossmoor Walnut Creek (RWC). This Agreement shall not apply to any component covered by an express warranty. Rossmoor Walnut Creek (RWC) reserves the 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, lightning, wind and windstorms, earthquakes, fires, smoke, acts of God, thefts, riots, vandalism, or misuse or abuse of a component.



#### LIMIT OF LIABILITY AND DAMAGES

Rossmoor Walnut Creek (RWC) 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, Rossmoor Walnut Creek (RWC) 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 Rossmoor Walnut Creek (RWC) for any claim, injury or harm suffered by an employee or agent of Rossmoor Walnut Creek (RWC) 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.

**Customers: When submitting this contract, be sure to complete all the requested information, sign below, and include a dated, signed check made payable to the Golden Rain Foundation ("GRF").**

Service Address

Telephone #

Signature

Date

Printed Name

#### **FOR OFFICE USE ONLY**

GRF Staff Signature  
(Payment and signed contract received)

Date

Check #: \_\_\_\_\_  
Date: \_\_\_\_\_  
Amount: \_\_\_\_\_  
Start date: \_\_\_\_\_  
Journal #: \_\_\_\_\_

**WHITE COPY: GRF**

**YELLOW COPY: CUSTOMER**