

# J. SAMMY HOME SERVICES LLC

## TERMS OF SERVICE

Effective Date: \_\_\_\_\_

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These Terms of Service (“Terms”) govern your use of the website jsammyhomeservices.com (the “Site”), any quote, estimate, or booking request submitted through the Site or through associated platforms (including but not limited to Jobber), and your relationship with J. Sammy Home Services LLC (“Company,” “we,” “us,” or “our”). By using the Site, requesting a quote, or booking a service, you (“Client,” “you”) agree to these Terms.

### 1. Nature of These Terms

These Terms govern your general use of the Site and the quote/booking process. They do not replace the signed Service Agreement that governs any specific job. Where a signed Service Agreement exists for a particular job, its terms control that job to the extent of any conflict with these Terms.

### 2. Quotes and Estimates

- All quotes and estimates are based on the information, photos, and descriptions provided by Client at the time of the request.
- Quotes are not final until confirmed in writing or through a signed Service Agreement.
- Company reserves the right to revise any quote if the actual scope of work, site conditions, or materials differ from what was represented at the time of quoting.
- A starting price or range quote is an estimate only and is not a guaranteed final price.
- Company is under no obligation to perform work based on a preliminary or unconfirmed quote.

### 3. Deposits and Booking

- Where a deposit is required to book a job, the deposit amount will be disclosed at the time of booking.
- Deposits secure scheduling and, where applicable, the purchase of materials specific to the job.
- Deposits become non-refundable once materials have been ordered or purchased on Client's behalf.
- Cancellations and rescheduling are subject to the terms disclosed at booking and, where applicable, the signed Service Agreement.

### 4. Scope of Work and Change Orders

- Company performs only the work expressly agreed to for a given job.

- Any request for additional work, materials, or services beyond the agreed scope must be approved and priced before that work begins.
- Verbal requests to add work on-site do not bind Company to a specific price until Client confirms the additional charge.

## **5. Client-Supplied Materials**

- Client-supplied materials are installed as supplied.
- Company is not responsible for materials that are defective, incompatible, incorrect, missing parts, or otherwise unsuitable for the job.
- Return trips or additional labor required due to issues with Client-supplied materials will be billed separately.

## **6. Pre-Existing Conditions**

Company is not responsible for damage, defects, deterioration, mold, rot, corrosion, structural issues, code violations, or other conditions that existed prior to the start of work. If such a condition is discovered, Company will stop work in the affected area, document the condition, notify Client, and provide a revised quote before proceeding.

## **7. Site Access**

Client agrees to provide safe, legal, and reasonable access to the work area at the scheduled time. Delays caused by Client's failure to provide access may result in a wait-time charge or the need to reschedule.

## **8. Photo and Video Documentation**

Company reserves the right to photograph or video the work area before, during, and after a job for documentation, warranty, and quality-assurance purposes. Images may be used for business and marketing purposes without identifying Client by name, address, or other personal information, unless Client provides separate written consent.

## **9. Workmanship Warranty**

Company warrants its workmanship for 30 days from the date of completion. This warranty covers defects in workmanship performed by Company only. It does not cover normal wear and tear, misuse or modification of completed work, defects in Client-supplied materials, pre-existing conditions, damage caused by third parties after completion, or events outside Company's control. Full warranty terms are set out in the signed Service Agreement for each job.

## **10. Inspection and Acceptance**

Client has 48 hours following completion of a job to inspect the work and provide written notice of any defects. If no written notice is received within 48 hours, the work is deemed accepted in full.

## **11. Licensing Status**

Company's current licensing status and the legal basis under which specific work is performed will be disclosed in the signed Service Agreement for that job, as required by California law. Company will decline or refer out any work that falls outside what it is authorized to perform.

## **12. Limitation of Liability**

To the fullest extent permitted by law, Company's total liability for any claim arising from a job is limited to the total amount paid by Client for that job. Company is not liable for indirect, incidental, consequential, or punitive damages, including but not limited to loss of use or business interruption.

## **13. Independent Contractor Status**

Company is an independent contractor and not an employee, agent, partner, or joint venturer of Client. Company is solely responsible for its own taxes, insurance, and compliance with applicable laws.

## **14. Website Use**

- Content on the Site is provided for general informational purposes and does not constitute a binding offer.
- Company may update pricing, service offerings, and Site content at any time without notice.
- You agree not to use the Site for any unlawful purpose or to attempt to interfere with its normal operation.

## **15. Dispute Resolution**

Both parties agree to attempt good-faith resolution of any dispute through direct communication before pursuing legal action. If direct communication fails, the parties agree to submit the dispute to non-binding mediation in Los Angeles County, California, before either party files suit or pursues small claims proceedings.

## **16. Governing Law**

These Terms are governed by the laws of the State of California, without regard to its conflict-of-laws principles.

## **17. Changes to These Terms**

Company may update these Terms at any time by posting a revised version on the Site. Continued use of the Site or continued engagement of services after a revision constitutes acceptance of the updated Terms.

## **18. Contact**

J. Sammy Home Services LLC

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