



## Handyman Services Program Service Agreement

### LENGTH OF SERVICE AGREEMENT

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

### COST

The cost of the program is \$200 per year. Please pay with cash or make your check payable to United Laguna Woods Mutual or ULWM.

### SERVICES

The resident purchasing the service program is entitled to three (3) service requests per month for his/her unit for services listed on the Description of Services List attached to this Agreement for the term of the Agreement. Services not listed on the Description of Services List are excluded.

For purposes of this Agreement a service request is one trip to a unit to perform services, provided the trip does not exceed two hours. Single trips shall be considered two service calls if they exceed two 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 two hour limit.

### PARTS

All parts required for services under this Agreement will be supplied by ULWM unless it states otherwise in the Description of Services List. Parts required to be supplied by the resident may be purchased by the resident from the VMS Warehouse, prior to your service. Parts are subject to availability.

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

### APPOINTMENTS AND HOURS

Services will be scheduled and performed during regular business hours, Monday through Friday, 7:30 a.m. to 4 p.m., excluding VMS holidays. To schedule services a resident should call 949-597-4600 or send an email to [residentservices@vmsinc.org](mailto:residentservices@vmsinc.org) and reference the Handyman Services Program.

ULWM does not assume responsibility or liability for any damage or loss in any way related to VMS'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 the one it was purchased under.

Handyman Services Program

949-597-4600 [residentservices@vmsinc.org](mailto:residentservices@vmsinc.org)



**EXCLUSIONS AND LIMITATIONS**

ULWM will not pay for any services performed by anyone other than VMS staff, unless ordered, or, authorized in writing, by ULWM. This Agreement shall not apply to appliances or electronic products covered by an express warranty. ULWM reserves the right to refuse to service/repair any appliance or other component which in its sole discretion is unsafe, old or too worn to warrant further repair and/or service. This Agreement is intended to cover handyman services necessitated as a result of ordinary wear and tear and does not apply to repairs or services resulting from 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**

ULWM'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, ULWM 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 ULWM and VMS for any claim, injury or harm suffered by an employee or agent of ULWM/VMS 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 Resident Services at P.O. Box 2220, Laguna Woods, CA 92654-2220. Upon receipt of a notice of cancellation within the first 30-days, 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-rated refund.

***Attachment (new enrollees): Description of Services List***

**BE SURE TO INCLUDE THIS SERVICE AGREEMENT, SIGNED, ALONG WITH YOUR CHECK  
MADE PAYABLE TO UNITED LAGUNA WOODS MUTUAL OR ULWM.**

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Unit Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Resident Name

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
ULWM Agent Signature

\_\_\_\_\_  
Date Received