

**SERVICE AGREEMENT SCRIPT**  
**(dialogue in italics)**  
**DO NOT GIVE THIS SCRIPT TO CUSTOMERS**

**Introduction:** Executing legal documents need not be an uncomfortable experience. The purpose of our scripts is to facilitate a smooth presentation of the forms, and to ensure uniformity in the way various employees explain the principal terms of the contracts. Some states require contractors to orally explain all principal terms of home improvement contracts to the customer before the customer (or agent) signs. It is also a good business practice. Always suggest that the person signing actually *reads* the document and asks questions before signing. The oral presentation introduces the concepts and makes the reading easier, but the script is not a substitute for the customer's review of the documents. (Note: The scripts are not intended as legal advice.)

**How To Use This Script:** First, carefully read the special set of Instructions that accompany the form you are using. The instructions explain the function of the form and how to fill it out. Then read the form before reading this script. Once the form is *completely* filled out, and the "customer" or "agent" box checked, it is ready to be presented to the customer. The script will help you guide the customer through the form. The paragraph headings from the form are shown here for reference. The dialogue follows the heading and is in italics. Memorize (as closely as possible) the explanation that goes with each paragraph and present it the same way to every customer.

**[IMPORTANT: Before executing the form, determine who will be responsible for paying any amount not covered by insurance. Fill in that name(s) as "CUSTOMER" in the top box--even if that person is not signing the Agreement. If that person is not available to sign, make sure the person signing is authorized to sign by the person responsible for making payment; that person signing is an "agent." Fill in every blank on the forms. The State of Texas warns consumers never to sign forms that blanks that have not been filled in.]**

<b>Customer(s):</b> _____	<b>Contract Date:</b> _____
	<b>Date of Damage:</b> _____
<b>Property Address:</b> _____	<b>City/State/Zip:</b> _____

**[If the job will be billed on a rate and materials basis, give the customer the Rate and Materials Schedule before giving this form. "This is our Rate and Materials Schedule. It includes the prices for labor, equipment and materials we will use for this job. Right now, we know we will be using {indicate labor and equipment you anticipate using}. There may be others as circumstances require. We'll know more once we get into the job a little bit. *Please initial the bottom of each page of the Schedule and I will give you a copy for your records.*" ]**

*"This is our Service Agreement. It explains what you can expect of us and what we will expect of you."*

**1. Contract Documents:** *"This paragraph explains what documents make up our contract and what notices we have provided you."*

**2. Scope of Work:** *"This explains our scope of work, and includes our commitment to complete the job in a workmanlike manner. This contract {does/does not} include reconstruction services. This says we are not responsible for minor incidental damage, such as damage to baseboards that occurs as a result of the work."*

**[Optional for wary customers:** *"It will be your decision to approve or disapprove any change order."*]

**[For projects involving containment:** *"We will build containment in these areas \_\_, \_\_, \_\_. Our responsibility is limited to work in those areas and we are not responsible for damage or contamination in other areas."*]

**[For mold jobs:** *"Mold is everywhere in the environment, and is airborne even in extremely clean buildings. The goal of mold remediation is not to remove every spore but to bring the concentrations down to normal levels."*]

[Optional for wary mold customers where post-remediation testing will be performed: “When you receive the report, you will see there is mold; that’s normal. If it shows excessive levels, then we will address it; just don’t expect a report showing zero mold; that’s not our goal.”]

3. **Contract Price:** “Based on what we know now, the price for the work will be (\$\_\_\_\_\_) {OR} will be based on our Rate and Materials Schedule.”

[For emergency service jobs where an estimate is given: “The price is an estimate based on the damage we are aware of at this time. If further damage is discovered, we will let you know the price to address it and offer a change order for your approval.”]

[Note: Clarity about the price is crucial to success!]

4. **Approximate Start Date:** \_\_\_\_/\_\_\_\_/201\_\_\_\_; **Approximate Completion Date:** \_\_\_\_/\_\_\_\_/201\_\_\_\_. “We will start on (date). Based on what I know at this moment, I have estimated that the job will be substantially complete on approximately (date). There are a variety of situations that could cause delays beyond our control {give examples if it seems necessary}.”

5. **Personal Liability:** “We will invoice you and payment is due within 15 days. Please initial here to confirm you understand that we are working for you: **Customer initials:** \_\_\_\_\_. We will send a copy of the invoice to the insurance company as a courtesy only. You agree to promptly sign all proofs of loss and other documents required by your insurance company and endorse checks paid for our work and deliver them to us.”

6. **Insurance Deductible Notice:** “If the contract price is more than \$1,000 and the damage is covered by insurance, Texas law requires you to pay your deductible and contractors are not allowed to waive it or eat it.”

**RESIDENTIAL CUSTOMERS:** “The last paragraph gives you notice that you are entitled to a copy of this agreement, and explains your cooling off period” **or for commercial customers:** “This paragraph is for residential jobs and is not applicable.”

“Please sign here to confirm your agreement.” Then stop talking.

“Customer(s)” (I have read this contract and understand it)

CONTRACTOR

Check the “Customer” or “Agent” box *before* giving it to them to sign

Signature. Check one: ☐ Customer; ☐ Customer’s Agent

Signature

Print Name and Title

Print Name & Title

[If you have questions about this package, call Ed Cross at (760) 773-4002 or send an email to edcross@edcross.com.]