

TERMS AND CONDITIONS SCRIPT
(dialogue in italics)
DO NOT GIVE THIS FORM 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, 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.

1. **Release for Third Party Professionals; Indemnity:** *"This paragraph explains that we are contractors and not environmental consultants and won't be doing any testing. If you have environmental questions, call an environmental consultant. If you have medical questions, call your doctor."*

[If the job involves long-term water damage or mold or other potential environmental issues: *"We advise you to hire an independent environmental consultant to inspect and prepare a protocol for water damage or if contamination is found. Water damage can affect more than just an immediate area, and is progressive. If you do, we are not responsible for any mistakes by the consultant. If don't choose to hire a consultant, we are not responsible for environmental conditions a consultant could have discovered."*] **Note: the suggestion to hire a consultant can be mere advice; it need not be a deal-breaker.**

2. **Personal Liability:** *"As I explained before, we are working for you and not your insurance company. We will send a copy of your invoice to the insurance company as a courtesy to you, but you are responsible for any amounts not paid by insurance. Payment is due in 15 days."*

3. **Down Payment and Schedule of Progress Payments:**

[If requesting progress payments: *"This explains our payment schedule."*]

[If not requesting progress payments, write "none" in the table; do **not** cross-out the paragraph.]

Description of Phase	Amount Payable (in Dollars)

4. **Payment:** *"If we are not paid on time, we may stop work, and you will be responsible for finance charges, interest and collection costs."*

5. **Finance Charges:** *"This explains our finance charges."*

6. **Extra Work and Change Orders:** *"Any changes in the work or price will be in a signed change order. If you ask us to proceed with change order work and we do the work but you don't sign the change order, we are entitled to the reasonable value of the change order work. You agree to sign change orders to increase the price to address conditions that we could not have reasonably anticipated."*

7. **Limit of Liability and Indemnity:** *"We are not liable for damage or injury caused by you or your agents or other third parties. Our liability is limited to two times the amount of the Contract Price. You will hold us harmless and indemnify us for third party claims that don't result from our sole negligence."*

8. **Workers Compensation Insurance:** *"We carry workers' compensation insurance for all employees."*

"Please initial the bottom of the form to confirm your agreement to these terms." **Then stop talking. If concerns arise, pinpoint the exact nature of the concern and attempt to resolve it. See the Instructions that accompany this form for more information.**

THIS PRODUCT IS NOT A SUBSTITUTE FOR THE ADVICE OF AN ATTORNEY.