

Terms of Service

Effective Date: 9/9/2025

Welcome to Overcomers HomeImprovement llc. These Terms of Service govern your use of our website <https://overcomersllc.wixsite.com/overcomershomeimprov/services-7> and the home improvement services we provide throughout the Commonwealth of Pennsylvania, Delaware, and surrounding areas.

By accessing or using our Website and/or services, you (“you,” “user,” “client,” or “customer”) agree to be bound by these Terms and our Privacy Policy. If you do not agree with any of these Terms, please do not use our Website or services.

1. Services Provided

Overcomers Home Improvement llc is a Pennsylvania Limited Liability Company (LLC) that provides residential and/or commercial home improvement services, including but not limited to: [remodeling, flooring, tv mounting, plumbing, painting, etc.].

All services are subject to written estimates, work orders, and service agreements signed between the parties prior to commencement of work.

2. Eligibility

You must be at least 18 years old and capable of forming a binding contract to use our services.

3. Estimates and Contracts

All estimates provided are valid for 30 days unless otherwise stated in writing. Final pricing, timelines, and project scope will be outlined in a signed Service Agreement prior to starting work.

4. Payments and Deposits

We may require an initial deposit before beginning any work. Payment terms, including schedule, acceptable methods, and late payment policies, will be outlined in the Service Agreement.

Late payments may result in a service suspension, additional fees, or legal action.

5. Cancellations and Refunds

You may cancel scheduled work per the terms of your Service Agreement. Refunds, if applicable, will be subject to any non-refundable deposits, completed labor, and purchased materials.

6. Warranties and Disclaimers

We strive to provide high-quality workmanship. Warranty terms, if any, will be described in your Service Agreement.

DISCLAIMER: Except as expressly stated, all services are provided “AS IS” and “AS AVAILABLE” without warranties of any kind, either express or implied. We are not responsible for delays or issues caused by third-party vendors, weather, or events beyond our control.

7. Limitation of Liability

To the fullest extent permitted by law, Overcomers Home Improvement llc shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including lost profits or property damage, arising out of or related to the use of our services or website.

8. Indemnification

You agree to indemnify, defend, and hold harmless OvercomersHomeImprovement llc, its members, employees, contractors, and affiliates from any claims, damages, or liabilities arising out of your use of our services, your violation of these Terms, or your breach of any agreement with us.

9. Governing Law

These Terms shall be governed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law principles.

10. Dispute Resolution and Arbitration Clause

PLEASE READ THIS SECTION CAREFULLY — IT AFFECTS YOUR LEGAL RIGHTS.

Any disputes or claims arising out of or relating to these Terms, our services, or your relationship with Overcomers Home Improvement LLC (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory) shall be resolved exclusively through final and binding arbitration, rather than in court, except as otherwise provided below.

The arbitration shall be administered by the American Arbitration Association (AAA) in accordance with its Consumer Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

The arbitration shall be conducted in the county in which the services were performed or another location mutually agreed upon.

Each party shall bear its own costs and attorneys' fees, unless the arbitrator rules otherwise under applicable law.

Either party may bring an individual action in small claims court in Pennsylvania if the claim qualifies.

YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

If any part of this arbitration clause is deemed unenforceable, the remainder shall remain in full force and effect.

11. Changes to These Terms

We reserve the right to update or modify these Terms at any time. Any changes will be effective when posted on our Website. Your continued use of our services after changes are posted constitutes acceptance of those changes.

12. Contact Information

If you have any questions about these Terms, please contact us at:

Overcomers Home Improvement LLC
Theovercomersllc@gmail.com
610-809-4290

By using our Website or hiring our services, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service.