

# Home Services

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Assembly, installation, and professional services you purchase through the Sites are referred to herein as "**Home Services**". Home Services are provided by independent third-party service providers ("**Pros**"). The Pros are independent contractors and not employees of Wayfair. Wayfair does not provide the Home Services itself. Wayfair sometimes arranges for the provision of Home Services with Pros directly, and sometimes through other parties that contract with Pros ("**Partners**"), such as Handy and Go Configure. Wayfair may refer customer service requests regarding Home Services to the Partners. Wayfair makes no guarantee that it will be able to match you with a Pro. Scheduled Home Services dates and times are subject to change. Home Services will be performed in a good and workmanlike manner.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, WAYFAIR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE HOME SERVICES OR THE PROS. YOU AGREE THAT ALL HOME SERVICES ARE PROVIDED TO YOU ON AN "AS-IS" AND "AS AVAILABLE" BASIS. IN ADDITION TO THE LIMITATIONS OF LIABILITY SET FORTH ABOVE, YOU AGREE THAT WAYFAIR SHALL HAVE NO LIABILITY IN CONNECTION WITH THE HOME SERVICES, THAT WAYFAIR IS NOT RESPONSIBLE OR LIABLE FOR THE CONDUCT OF ANY PRO, AND THAT WAYFAIR WILL NOT BE LIABLE FOR ANY CLAIM, INJURY, DAMAGES, OR LOSSES OF ANY KIND ARISING FROM OR IN CONNECTION WITH THE HOME SERVICES.

Wayfair arranges for background checks on the Pros through third-party background check providers, or obtains contractual guarantees from Partners that Pros have been background checked. Regardless, you should exercise caution and common sense when interacting with Pros to protect your personal safety and property, just as you would when interacting with any person you do not know. You are responsible for verifying the identity of the Pro upon arrival. You are responsible for ensuring that the location where the Home Services are to be performed is safe and secure and that the Pro has free and clear access to such location.

You must be 18 years of age or older to purchase Home Services. You acknowledge and agree that you are solely responsible for your decisions relating to the Home Services. Either you or someone else 18 years of age or older authorized by you must be present at all times during the performance of the Home Services. You are responsible for inspecting the Home Services and signing any relevant forms. If you are not present during performance, the adult present must be authorized by you to inspect the Home Services and sign any required forms on your behalf. You agree that products assembled, installed or otherwise worked on or with by Pros (collectively, "**Products**") are for home use only and not for commercial applications or use. You are responsible for designating the location where Pros assemble, install, and otherwise work on or with the Products. Wayfair, the Partners, and the Pros make no recommendation, representation, or warranty regarding the use or location of the Products, including the surface on which they are installed. You have not relied on any statement made by any of the foregoing parties in determining the use or location of the Products. You are responsible for obtaining any required approvals, permissions, permits, and variances necessary related to the Home Services. You assume all risk, including any risk of relocation or removal, arising from the use or location of the Products. You will follow all instructions and warnings relating to the Products and will ensure that all persons who use the Products do the same.

You shall indemnify, defend, and hold harmless Wayfair, the Partners, and the Pros, and each of their owners, affiliates, parents, subsidiaries, successors, assigns, officers, directors, agents, employees, attorneys, insurers, and representatives (each an "**Indemnified Party**") from and against any and all claims, demands, causes of action, proceedings, losses, injury, damages, expenses, fines, penalties, and costs arising from or in connection with (i) the use and/or location of the Products; and (ii) your breach or violation of this Home Services Section. You hereby waive, release, covenant not to sue, and forever discharge each Indemnified Party from any and all debts, demands, actions, causes of action, suits, covenants, contracts, agreements, promises, torts, damages, claims, demands, losses, and liabilities whatsoever of any name and nature, both in law and in equity, which you now have, ever had, or may in the future have against any Indemnified Party arising from or in connection with (i) the use and/or location of the Products; and (ii) your breach or violation of, or failure to abide by, this Home Services Section.

