



SERVICE AGREEMENT

This Agreement is entered into between Homeowner and Oregon Home Check. In consideration of the mutual covenants and promises contained in this agreement the receipt, adequacy, and sufficiency of which is hereby acknowledged, the parties agree as follows:

Parties: Homeowner is the owner of and has full legal authority concerning the subject Property. For purposes of the Service Agreement, a long-term renter (one month or longer) may also be referred to as the Homeowner. Oregon Home Check is in the business of providing professional home check or watch, vendor liaison and concierge services.

Duties: Homeowner hereby agrees to retain Oregon Home Check, and Oregon Home Check agrees to be retained by Homeowner, for the purpose of providing professional home check services at the subject Property pursuant to the terms and conditions outlined herein. Homeowner and Oregon Home Check further agree that during the term of this Agreement, Oregon Home Check shall be the only home watch service employed by Homeowner concerning the subject Property. Homeowner agrees to notify Oregon Home Check in writing, in advance, at any time the Property is to be occupied by the Homeowner, their family, guest or renters. Homeowner will supply Oregon Home Check with a set of keys and/or access codes for the premise(s), along alarm security codes if applicable. Homeowner agrees to maintain a communicable email address and phone number that is shared with Oregon Home Check.

Term: This Agreement shall become effective from the date of signature by both parties and will continue until terminated by either party.

Oregon Home Check Authority: Homeowner authorizes Oregon Home Check to perform the following activities on behalf of the Homeowner:

1. To gain entry to the Property when Homeowner is absent for the purpose of conducting a thorough visual and noninvasive observation of the Property, looking for obvious issues. This includes inspection of the interior unless otherwise noted by the homeowner.
2. To complete an inspection of applicable items on the Home Check Report.
3. To promptly attempt to notify Homeowner of any irregularities and/or damage to the Property, and to report to Homeowner the findings of observation.
4. To provide entry to the Property for vendor/ contractors hired by the Homeowner, other requests, or visits.
5. If requested by Homeowner, to care for Homeowner plants, cats, start vehicle(s), retrieve mail and/or packages or to assist with any other agreed upon services.

Records: Oregon Home Check shall maintain accurate records of all visits to the Property and report the findings to the Homeowner as agreed.

Payment: Homeowner agrees to pay Oregon Home Check, in advance, for Professional Home Check Services in accordance with their fee schedule. In the event of an unplanned event, such as a burst water pipe or similar, or a Special Request requiring immediate service without the time for pre-arranged billing, Homeowner must



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give prior approval to Oregon Home Check via text or email indicating Homeowner's approval. Homeowner's credit card-on-file shall be billed in accordance with Oregon Home Check's applicable fee schedule. If a credit card is not on file, Homeowner agrees to pay Oregon Home Check, in full, within 3-days of the sent Oregon Home Check invoice. The invoice will be sent via text and/or email.

Vendor/ Contractor Payments:

Homeowner may authorize Oregon Home Check to make vendor/contractor payment(s) on their behalf. Oregon Home Check will invoice Homeowner for the payment(s) rendered on Homeowner's behalf with an additional 25% Service Fee. If Oregon Home Check renders any payment to an outside vendor/ contractor upon Homeowner's request, Homeowner agrees to reimburse payment, in-full, to Oregon Home Check plus the 25% Service Fee within 3-days of the sent Oregon Home Check invoice. The invoice will be sent via text and/or email.

Termination: Either party may terminate this agreement for cause or without cause, upon written notice of termination delivered to the other party hereto. The homeowner agrees to provide at least 7-days' notice, via email, to request a termination of this Service Agreement. Homeowner acknowledges that if 7-days' notice is not given, Homeowner may be charged for another month of service.

Upon receipt of the termination notice from Homeowner, Homeowner agrees to immediately pay all unpaid fees, if applicable, to Oregon Home Check. Oregon Home Check may also terminate this agreement without prior written notice to Homeowner immediately upon the occurrence of:

- (1) Homeowner's failure to pay fees due to Oregon Home Check, or
- (2) Homeowner's breach of any term or condition of this Agreement.

No Guarantee: Oregon Home Check hereby agrees to faithfully and diligently perform the duties outlined in this Agreement. Neither this Agreement nor the performance of Oregon Home Check shall be construed or implied to create a guarantee or insurance policy that the Property will not sustain damage or that a damaging condition will not occur at the Property. Every effort will be made to oversee the Property, but Oregon Home Check cannot protect the Property from break-in, intrusion, vandalism, or other acts of nature. Oregon Home Check will not be held responsible for any damage to the Property or to items missing, switched out, lost, damaged or stolen under any circumstances including but not limited to theft, vandalism, or negligence. Oregon Home Check is not responsible for damage caused by human, animal, insect, mold, acts of nature or other unknown origin. The home check is intended as a service to Homeowner to help with basic home services while Homeowners are not staying at the residence. Homeowner acknowledges that Oregon Home Check is not a security company and does not provide security services for the Property, is not liable for any damage (including to plants), theft, escaped pets, death or injury to pets, burglary, fire, water damage or other similar circumstance that occurs on the premises during this contract time frame, is not a licensed contractor and will not perform any work on the home and is not responsible for any injury that occurs on the Property. Oregon Home Check is not responsible for any theft or damage in relation to the Homeowner's home, other structures, utilities, items, battery systems, animals, vehicles, spas, pools, property, or vegetation.



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Limitation of Liability: Unless it is a result of gross negligence or willful misconduct, the liability to Oregon Home Check for any type of damages is limited to the amount of the Oregon Home Check total fees under this agreement. Oregon Home Check is not liable for work, neglect, faulty workmanship, actions, inactions, presence, absence, or situations that may arise as the result of an outside vendor/ contractor.

Insurance: It is the Homeowner's sole responsibility to ensure that all Property (home, auto, renters' insurance, personal belongings etc.) are properly insured. Homeowner agrees any claims will be filed under the Homeowner's insurance policy.

Home Maintenance: It is recommended that Homeowner has the home, other structures and utilities inspected by a reputable vendor/contractor prior to leaving the home for an extended period. It's recommended that HVAC systems and other major appliances or systems are checked and serviced at least once a year or as recommended by the manufacturer. Homeowner is responsible for scheduling maintenance in accordance with any of their home or utility service agreement terms. If applicable, it is the Homeowners' responsibility to conform to all rules set forth by Homeowner Property Associations and State or local governing rules, laws, or ordinances.

Force Majeure: The Parties agree that Oregon Home Check shall be temporarily relieved of its duties due to an event of force majeure (causes which are outside the control of Oregon Home Check and cannot be avoided by the exercise of due care), or under circumstances which would reasonably be considered hazardous and unsafe.

Indemnification: Homeowner hereby indemnifies and holds harmless Oregon Home Check and its members, officers, employees, agents, or assigns, of, for, and from all manner of actions, causes of action, liability, fault, claims, demands, damages, suits, costs, losses, debts, expenses, trespasses, and judgments whatsoever, in law or in equity, which Homeowner has, or could have or allege, or hereafter can, shall or may have in the future, arising out of or in any way related to the faithful and diligent performance of services by Oregon Home Check on behalf of Homeowner as called for under the terms of this Agreement.

Binding Effect: This agreement shall be binding upon the parties and their heirs, successors, and assigns.

Enforcement: In the event of any disagreement between any of the parties concerning this Agreement, venue shall be in Deschutes County, Oregon. In any action pertaining to this Agreement the prevailing party shall recover all costs, which shall be deemed to include reasonable attorney's fees.

Surveillance: If Homeowner's home and/or property has surveillance camera(s) or audio equipment, Homeowner agrees to collect personal information about Oregon Home Check only to the extent it is necessary to protect Homeowner's residence or its contents or to monitor the interior for physical problems. Homeowner agrees that all personal information collected will be kept confidential. Homeowner will release information such as audio or video to outside parties only with the consent of Oregon Home Check or when legally required to do so. If Homeowner is legally compelled to release information about Oregon Home Check to a third party, Homeowner will inform Oregon Home Check. All electronic monitoring will be confined to Oregon Home Check business, and Homeowner will not monitor personal telephone calls, electronic mail, or other personal communication.



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Miscellaneous: This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon. This Agreement shall be binding upon the heirs, successors, and permitted assigns of the parties hereto. This Agreement may not be amended or modified in any way except in writing signed by each of the parties.

Cancellation of Home Check Visit or Special Request: If Oregon Home Check is unable to conduct a pre-paid home check or a pre-paid Special Request service, Oregon Home Check will contact Homeowner to make an immediate notification. Homeowner may choose: 1) A pro-rated refund for any missed home check or a full refund for a missed Special Request service, or 2) To have the aforementioned refund(s) deducted from their next bill.

Severability: If any of the terms, conditions or covenants of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

Confidential Information: Homeowner information is confidential and will never be made available to, or sold to, third parties without prior approval from Homeowner. Homeowner understands pertinent Homeowner information may be relayed to a third-party vendor/ contractor in matters of billing or when Oregon Home Check acts as in intermediary with an outside vendor/ contractor.

Copies: Any true and correct copy of this Agreement as well as any faxed, electronic signature, email, text or electronic confirmations or acknowledgements of this Agreement, or portions thereof, shall be enforceable by and between the parties and their assigns.

Oregon Home Check

Homeowner

Representative Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____