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Paradise Home Watch LLC

941-275-9788

Contract Agreement

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter, “Client”, hereby engage the services of Paradise Home Watch LLC to provide the services, which I, as Client, have indicated by making and/or placing my initials on the attached services agreement and additional services forms. The services are to be provided for the property located at: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and the parties agree as follows:

1. **ENGAGEMENT**: By signing below, client authorizes Daniel Farrell/Paradise Home Watch LLC and its representatives to enter the premises listed above for the purpose of providing the services client has requested as reflected on the attached services agreement and the client’s requested additional services; these may be amended from time to time. Client agrees to execute any documentation to accomplish this provision as may be required by client’s property owner’s association or subdivision or by Daniel Farrell/Paradise Home Watch LLC. Failure to execute the necessary documents will not excuse payment to Daniel Farrell/Paradise Home Watch LLC.

2. **SERVICES AND INVOICING**: Client understands that inspections are visual inspections for obvious issues. Paradise Home Watch agrees to provide the requested services as indicated in writing on the attached services agreement and the client’s requested additional services in a timely and professional manner. The dates or time periods for the services and the fees for the requested services will be as reflected on the attached service agreement and the client’s requested additional services. Client agrees to reimburse Paradise Home Watch LLC for all essential maintenance items needed over the normal course of inspections to the property, such as air conditioning air filters, batteries, toilet tank flappers, etc. authorized to be purchased and installed for Client’s property. Reimbursement also includes any time and labor associated with items purchased. Invoices will be emailed or mailed to Client after the month of service and are due upon receipt and are overdue if payment is not received within 10 days of date, which will then incur interest at 1.5% per month. A minimum fee of $30 will be incurred for returned checks.

3. **INSURANCE:** Paradise Home Watch LLC will maintain an adequate level of insurance with respect to the services being provided hereunder. A certificate of insurance within is available to the client upon request.

4. **NOTIFICATION TO CLIENT & HOLD HARMLESS:** If, during the course of providing services, Paradise Home Watch LLC discovers or is notified in writing that any item, mechanical system or device (air conditioning, plumbing, electrical, pool, irrigation system, etc.), structural component (roof, floor, walls, doors, windows) or personal property is in need of repair, Paradise Home Watch LLC will notify client via telephone, email, or mail and will notate item on Inspection Report. If an emergency or suspicious situation exists which, at the sole discretion of Paradise Home Watch LLC, places client’s subject property in immediate risk of damage, Paradise Home Watch LLC is authorized as client’s agent to immediately engage services for the repairs necessary to protect client’s property. Client agrees to pay for and hold Paradise Home Watch LLC harmless from the costs of repairs authorized by this provision and the liability of any contractors or repairmen so engaged. Paradise Home Watch LLC will engage only licensed and insured contractors or repairmen. Paradise Home Watch LLC will not be responsible in any way for contractors or vendors hired by client that perform substandard work or are not properly licensed and insured. Client will indemnify Paradise Home Watch LLC (and its employees, officers, directors, agents, successors and permitted assigns) and hold Paradise Home Watch LLC harmless from any liability, loss, claim, cause of action, proceeding, cost or expense for property loss or damage, including reasonable attorneys’ fees and expenses (collectively, “Losses”) which shall result from performance of this agreement, other than for the gross negligent conduct of its employees, agents or servants.

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5. **HURRICANE SHUTTERS & STORM PREPARATION:** Upon client’s request, Paradise Home Watch LLC will assist in opening and closing hurricane shutters (hand crank, accordion style, and electric shutters) and will take careful measures to ensure it is done properly. If a shutter malfunctions while being opened or closed, client agrees to hold Paradise Home Watch LLC harmless for the shutter’s malfunction and costs associated in repair. Hurricane Season is June 1st through November 30th. It is the client’s responsibility to prepare ahead of time for any potential storms. This includes but is not limited to bringing in or properly securing all patio furniture, décor items, potted plants, and that all hurricane shutters are in place or scheduled ahead of time to be installed in preparation of storm threats. If storm preparation services are requested, Paradise Home Watch LLC will be exempt from responsibility if an official evacuation (due to potential natural disaster, act of terrorism, etc.) has been issued prior to storm services being provided.

6. **TERM AND TERMINATION:** Paradise Home Watch LLC deems this as a 12-month service agreement, commencing on the signing of the agreement and it is automatically renewed unless non-renewal is given in writing. Inspections will be placed on hold during periods of occupancy by advance written notice from client. Paradise Home Watch LLC reserves the right at its discretion to terminate this agreement at any time. The client may terminate this agreement prior to expiration by providing written notice 30 days in advance of the termination date. Paradise Home Watch LLC will receive payment for all services provided up to termination.

7. **PRICING:** To sustain growth and remain within industry standards, a nominal price increase may be necessary. In such an event, Paradise Home Watch LLC will notify client via email or mail. If client chooses to not accept the price increase, Paradise Home Watch LLC reserves the right at its discretion to terminate this agreement.

8. **OCCUPYING PROPERTY:** Client must in advance notify Paradise Home Watch LLC in writing when property will be occupied. If Paradise Home Watch LLC arrives at the property and cannot complete inspection due to the presence of occupants, the client will incur a $25 trip charge.

9. **HOURS OF OPERATION:** Standard business hours of operation are Monday-Friday 8am-5pm EST. However, given the nature of business, Paradise Home Watch LLC is available after hours and weekends for scheduled additional services. If an emergency arises outside standard business hours, Paradise Home Watch LLC will make all efforts to be available after hours and weekends for emergencies. Client is made aware that an emergency trip charge will be at a minimum rate of $50 per visit (includes first 60 minutes) and $50 per hour after.

10. **SECURITY:** Paradise Home Watch LLC encourages security (security door locks, alarm systems, and video surveillance cameras) for the properties it manages. If the Client has an active alarm, client is asked to add Paradise Home Watch LLC to their alarm monitoring company’s contact list to facilitate potential complications should an emergency arise. Client must also disclose all active video surveillance camera locations within property per Florida Statute 810.145.

11. **MODIFICATION TO AGREEMENT:** This agreement may be modified only in writing, executed by both parties. The modification in the fee schedule will be effective upon the initiation of providing the modified services.

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**Client Signature** Date **Client Printed Name**

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Paradise Home Watch Member Signature Date

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