

Service Agreement

North Beach Courtesy Services, LLC.
112 Bryan Road. Knotts Island, North Carolina, 27950
Cell Phone: 252-751-9444 Office: 252-251-3700



The following agreement ("Agreement") between **North Beach Courtesy Services LLC** ("Provider") and _____ ("Homeowner") is entered into as of the "**Effective Date**," which is the date the Agreement is countersigned by each of the Homeowner and Provider in the signature block below and outlines specific conditions and services to be provided.

HOMEOWNER INFORMATION:

Contact: _____

Billing Address: _____

Service Address: _____

Phone: _____

Email: _____

Management Company: _____

Dates / Months of Service: _____

The Homeowner named above has requested services as outlined in this Agreement. The contract price is based upon the Commitment as outlined below. The contract price does not include all applicable occupancy, state, and local taxes.

HOME SERVICES AND COMMITMENT:

The Provider will service, and Homeowner agrees that it will be responsible for the following:

Please choose one monthly plan;

- Standard Service
- Deluxe Service
- Premium Service

Choose 2 Days for inspections;

- Monday
- Tuesday
- Wednesday
- Thursday
- Friday

Optional items;

- Loss Prevention
- Damage Reports

PAYMENTS/PRICES:

Invoices will be sent to the Homeowner at the time of contract signature. First 3 months of service are due upon receipt of the invoice, payment for remaining months will be billed approximately 1 month prior to the contract end date. All prices for the above items are equivalent to the Providers website. The Provider rates are applicable to state and local taxes in effect at the time of service and any additional charges described in this Agreement. Provider rates are also subject to adjustment by the Provider as further described in this Agreement in the event the Homeowner's total program requirements are modified by the Homeowner.

Homeowner Initials: _____

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ACCEPTABLE PAYMENT METHODS:

Acceptable methods of payment include: Credit Card, Personal Check, Company Check, Cash, Cashier's Check or Money Order. Billing may be set up upon the Providers approval.

CANCELLATION OF SERVICES BY HOMEOWNER (WITHOUT CANCELLATION FEE):

Homeowner agrees to give Provider written notice of any decision to cancel services or otherwise essentially abandon its use of the commitment above (a "Cancellation") within five (5) business days of such decision and at least 6 months before Official Services Dates expire. Homeowner acknowledges that a Cancellation would constitute a breach of Homeowners obligations to the Provider and the Provider would be harmed.

REVIEWS AND RENEWAL:

Provider will supply updates of the Service Address(s) on weekly and monthly basis'. Calls can be scheduled during the service dates to discuss feedback and assure a strong business partnership between both parties. The Provider will have first right of refusal privilege to renew this Agreement for the following year following evaluations of the review meetings. Agreement to renew or decline will be confirmed before the current service end date.

NO TRANSFER BY HOMEOWNER:

Homeowner agrees that neither occupants, nor any third party shall be permitted to assign any rights or obligations under this Agreement, or to resell or otherwise transfer to persons not associated with the Homeowner for services made pursuant to this Agreement.

IMPOSSIBILITY:

The performance of this Agreement is subject to any circumstance beyond the control of wither party making it illegal or impossible to provide or conduct services including acts of God, war, disaster, strikes, civil disorder or curtailment of transportation facilities. The Agreement may be terminated only for any one of the above reasons by written notice from either the Provider or Homeowner to the other within (10) days of learning the basis for termination.

COMPLIANCE WITH LAW:

This agreement is subject to all applicable Federal, State and Local laws, including health and safety codes, alcoholic beverage control laws, and the like. Provider and Homeowner agree to cooperate with each other to ensure compliance with such laws.

LITIGATION EXPENSES:

The parties agree that, in the event litigation relating to this agreement is filed by either party, the non-prevailing arty in such litigation will pay the prevailing party's costs resulting from the litigation, including reasonable attorney's fees and costs.

GOVERNING LAW:

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the state where the provider is located.

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CHANGES, ADDITIONS AND OTHER MODIFICATIONS:

Any changes, additions, addendums, stipulations or deletions including but not limited to corrective marks and lining out (referred to as "modifications"), by either party will not be considered agreed to by or binding on the other party and will not be incorporated in this Agreement unless such modifications have been initialed or otherwise approved in writing by both parties.

ACCEPTANCE:

Prior to the execution by both parties, this Agreement represents an offer by the Provider. Upon receipt and acceptance by the Provider of this Agreement signed by the Homeowner, will be placed on a definite basis and will be binding upon Provider and Homeowner. In any event, this Agreement shall not be binding on the parties until signed by both parties, which shall be evidence of "Acceptance" of the Agreement.

PROVIDER AND HOMEOWNER HAVE AGREED TO AND HAVE EXECUTED THIS AGREEMENT BY THEIR AUTHORIZED REPRESENTATIVES.

ACCEPTED AND AGREED:

HOMEOWNER OR REPRESENTATIVE FOR THE SERVICE PROPERTY LISTED ABOVE

Signature: _____

Printed Name: _____

Title: _____

Date: _____

NORTH BEACH COURTESY SERVICES, LLC

Signature _____

Printed Name: _____

Title: _____

This Agreement is made effective as of _____, 20____ ("Effective Date")

We thank you for choosing North Beach Courtesy Services, LLC!

Homeowner Initials: _____