

THE WILLIAM WINSTON GROUP, LLC.

38 Equestrian Lane East Falmouth, Ma 02536 <u>www.williamwinston.com</u> 508-524-6720

Property Management Agreement

This Agreement is made and entered into this date of January 1, 2021 between the Owners: <u>Your Valued Name Here</u> and the Property Manager: <u>Kevin W. Lolley.</u>

The Owner employs the services of the Property Manager to perform weekly Home Watch checks on the following property: Your Address Here.

RESPONSIBILITIES OF PROPERTY MANAGER

The Owner hereby appoints the Property Manager as an authorized vendor to perform the following services: Home Watch

Home Watch is a service offered to monitor, detect and report on your homes physical health and the functionality of the systems that keep your home running while the owner is away.

Upon completion of each Home Watch visit clients will receive a detailed checklist and summary report with time stamped images within 24 hours of each property visit. Home Watch visits will take place at <u>Your Address Here, MA 02649 every Wednesday at 8:30am</u> during the contracted period. Owner agrees to furnish the Property Manager with a key and Property Manager specific alarm code when applicable. Property Manager will not enter the Owner's property at any other time other than the above defined weekly standing appointment without the expressed written consent of the Owner. Kevin W. Lolley, is to be the only person(s) allowed to enter the Owner's property unless expressed written consent is granted by the Owner.

Standard Home Watch Checklist:

- Observe interior and exterior of property for structural damage, forced entry and vandalism.
- Ensure all points of entry (windows, doors, bulkheads, garages) are properly secured.
- Post storm inspection and reporting.
- Alarm systems check.
- Smoke detectors check.
- Carbon Dioxide detectors check.
- Thermostats check.
- Heating fuel level reported (#2 heating oil only).
- Interior roof leaks check.
- Operation of all security lighting.
- Dock bubbler functioning & filter check (if applicable winter only).
- Exterior water and animal infiltration.

- Report fallen trees & major limbs.
- Observe functionality of basement dehumidifier and empty at time of visit (if applicable).

Additional Home Watch Services (one item below is included with the signing of 5-month contact, no rollovers if not used each contract period):

- Emergency alarm response.
- Emergency flood, freeze, heat response.
- Liaison for approved vendor visits.
- Schedule appointment for estimates and repairs when needed.

Pricing for additional Home Watch Services:

Emergency alarm response and/or authorized vendor visits cannot be rolled over from month to month. Each additional alarm response or authorized vendor visit is billed at \$125.00/hr for the first hour and \$85.00/hr for each additional hour. All additional Home Watch services will be billed immediately after the services have been performed and are due upon receipt.

LIABILITY OF PROPERTY MANAGER

If reasonable care has been taken by the Property Manager, defined as all contracted Home Watch visits have been completed at the contracted time and frequency, the Owner agrees to hold the Property Manager harmless from, and to defend the Property Manager against, any and all claims, charges, debts, demands and lawsuits. Barring any negligence by the Property Manager, the Owner agrees to pay the Manager's attorney's fees related to Property Manager's management of the herein-described property and any liability for injury on or about the property which may be suffered by any employee upon the property. The Owner agrees to maintain sufficient property insurance and shall provide a copy of such insurance policy to the Property Manager at the Property Manager's request.

COMPENSATION OF PROPERTY MANAGER

The Owner agrees to pay the Property Manager \$300.00 per month as compensation for the tasks to be performed under RESPONSIBILITIES OF PROPERTY MANAGER. This payment shall be paid to the Property Manager on the 10th day of each month during the contact period.

TERMS OF AGREEMENT

This Agreement shall be effective as this date <u>January 1, 2021</u> and shall expire at midnight on this date <u>December 31, 2021</u>. Upon expiration of the above initial term, this Agreement shall be terminated automatically unless it is renewed and extended for a like period in writing.

This Agreement may be terminated or amended by agreement of the parties at any time. Upon termination, the Owner shall pay the Manager any pro-rated fees and expenses due to the Property Manager under terms of this Agreement.

Homeowner's Signature:			Date:
C			
Property Manager's Signature:	Kevin W. Lollev	Date	e: 1-1-2021