

SUBSCRIPTION CONCIERGE SERVICES AGREEMENT

This Subscription Concierge Services Agreement (this “Agreement”) is made and entered into as of this _____ day of _____, 20_____, (the “Effective Date”) by and between:

Family Owned Property Management, LLC, a South Carolina limited liability company (“Manager”), and _____ (“Owner”) collectively the “Parties”.

PROPERTY SUBJECT TO AGREEMENT

This Agreement applies solely to the following real property owned by Owner (the “Property”):

Property Address: _____

No services shall be provided for any other property unless expressly agreed to in a written amendment or addendum executed by Manager.

In consideration of the premises and promises set forth herein and for other good and valuable consideration, intending to be legally bound, the Parties hereto hereby agree as follows:

1. PURPOSE AND NATURE OF SERVICES.

1.1 **Limited Concierge Services Only.** Owner retains Manager solely to provide subscription-based home concierge and coordination services as expressly described in this Agreement and the applicable Service Tier selected by Owner. Manager is not providing property management, asset management, caretaking, security, inspection, construction supervision, legal compliance, or safety monitoring services.

1.2 **No Property Management Relationship.** The Parties expressly agree that this Agreement does not constitute property management under South Carolina law, does not create fiduciary relationship, and does not invoke the South Carolina Residential Landlord and Tenant Act (Title 27, Chapter 40).

2. SUBSCRIPTION TERM AND BILLING.

2.1 **Subscription Term.** This Agreement operates on a **month-to-month subscription basis** beginning Effective Date and continuing until terminated in accordance with this Agreement.

2.2 **Subscription Fees.** Owner shall pay Manager the monthly subscription fee associated with the selected Service Tier (see Exhibit A). Fees are:

- a. Billed in advance
- b. Due on the 1st day of each month, and
- c. Non-refundable once billed

2.3 **Automatic Renewal and Payment Authorization.** This Agreement shall automatically renew for an additional Month. Owner authorizes recurring automatic billing via ACH or credit/debit card. Failure of payment constitutes a material breach and may result in immediate suspension of services.

3. SERVICE TIERS.

Owner selects the following Service Tier (check one):

☐ Silver ☐ Gold ☐ Platinum ☐ Diamond

3.1 **A La Carte Services.** Services included in each tier are strictly limited to those listed in “Exhibit A”. No additional or unlisted services are implied.

The following services not included in the selected tier are available at additional costs as listed in “Exhibit B”. All a la carte services:

- Require Owner Authorization
- Are billed separately, and
- May require advanced payment or reimbursement.

4. OWNERS OBLIGATION AND DUTIES.

4.1 The Owner covenants and agrees as follows:

- a. To employ Agent as its Exclusive Agent to perform the property management services set forth during the Term of the Agreement.
- b. To provide Agent with such specific directions as Agent may reasonably require from time to time to guide Agent in fulfillment of this Agreement.
- c. To cooperate with Agent to the extent required to enable Agent to perform expeditiously, efficiently and economically, the management services required under this Agreement.
- d. To inform Agent of any legal or material changes to the Property as it pertains to or might affect the Agent’s ability to fulfill this Agreement.
- e. To maintain liability insurance as set forth below.

5. OWNER’S REPRESENTATIONS, WARRANTIES AND COVENANTS.

Owner hereby represents, warrants and covenants as follows:

- 5.1 **Validity.** This Agreement and all documents required hereby to be executed by Owner are and shall be valid, legally binding obligations of and enforceable against Owner in accordance with their terms.
- 5.2 **Other Agreements.** Owner represents and warrants that they are not bound by another agreement for the Home Concierge Services, or management of the Property that is or will be in effect during the term of this Agreement or an agreement or covenant that would prohibit Agent to properly fulfil its duties
- 5.3 **Conflicts.** None of the execution and delivery of this Agreement and documents referenced herein, the incurrence of the obligations set forth herein, the consummation of the transactions herein contemplated or referenced herein conflicts with or results in the material breach of any terms, conditions or provisions of or constitutes a default under, any bond, note, or other evidence of indebtedness or any contract, lease or other agreements or instruments to which Owner is a party.
- 5.4 **Litigation.** No litigation has been served upon Owner, nor to the best of the Owner’s knowledge has been filed, or threatened in writing, affecting the Property and that the Property is not subject to current legal action or foreclosure.
- 5.5 **Environmental Condition.** Owner has no knowledge of any violation of Environmental Laws related to the Property or the presence or release (other than as permitted by law) of Hazardous Materials on or from the Property except as disclosed in the environmental reports delivered by Owner to Agent. The term “Environmental Laws” includes, without limitation, the Resource Conservation (“CERCLA”) and other federal laws governing the environment as in effect on the date of this Agreement together with

their implementing regulations and guidelines as of the date of this Agreement, and all state, regional, county, municipal and other local laws, regulations and ordinances that are equivalent or similar to the federal laws recited above or that purport to regulate Hazardous Materials in effect as of the date of this Agreement. "Hazardous Materials" means any substance which is (i) designate, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect as of the date of this Agreement, (ii) petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) friable asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials.

6. RISK ALLOCATION, INSURANCE, AND LIABILITY.

- 6.1 **Required Owner Insurance.** Owner shall, at Owner's sole cost and expense, maintain at all times during the Term of this Agreement the following insurance policies with carriers authorized to do business in South Carolina:

- (a) A homeowner's, dwelling, or similar property insurance policy covering the Property; and
- (b) Commercial or personal general liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate.

All liability policies shall name Manager, and its members, managers, employees, and agents, as Additional Insureds. Owner shall provide proof of insurance upon execution of this Agreement and upon reasonable request. Failure to maintain required insurance constitutes a material breach of this Agreement and grounds for immediate termination.

- 6.2 **Independent Contractors and Third Parties.** All contractors, vendors, service providers, and third parties performing work at or in connection with the Property are independent contractors of Owner, even if coordinated, scheduled, or recommended by Manager. Manager does not supervise, control, or warrant the work of any third party and shall have no liability for their acts, omissions, negligence, delays, pricing, or code compliance.

- 6.3 **Limitation of Liability.** To the fullest extent permitted by South Carolina law, Manager shall not be liable for any loss, damage, or injury arising from or relating to:

- (a) the condition of the Property;
- (b) theft, vandalism, or casualty events;
- (c) weather-related damage, storms, or acts of God;
- (d) mold, mildew, environmental, or latent conditions;
- (e) failure or actions of independent contractors or third parties.

In no event shall Manager's total cumulative liability arising out of or relating to this Agreement exceed the total subscription fees actually paid by Owner to Manager during the three (3) months immediately preceding the event giving rise to the claim. Manager shall not be liable for any consequential, incidental, special, or punitive damages.

- 6.4 **Indemnification and Duty to Defend.** Owner shall defend, indemnify, and hold harmless Manager from and against any and all claims, demands, causes of action, damages, losses, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or relating to:

- (a) the ownership, condition, or use of the Property;
- (b) acts or omissions of Owner or any third party;
- (c) services performed or not performed under this Agreement;

- (d) Owner's instructions, approvals, or failure to act;
- (e) Owner's failure to maintain required insurance.

This indemnification includes a duty to defend and shall survive termination or expiration of this Agreement.

- 6.5 **Attorney's Fees.** In any action, proceeding, or dispute arising out of or relating to this Agreement, including but not limited to enforcement, collection of unpaid fees, or claims subject to indemnification, Manager shall be entitled to recover its reasonable attorney's fees and costs from Owner, in addition to any other relief available at law or in equity.

7. NOTICE.

- 7.1 All notices, demands, deliveries and communications (a "Notice") under this Agreement shall be delivered or sent by: (i) first class, registered or certified mail, postage prepaid, return receipt requested, (ii) nationally recognized overnight carrier, or (iii) email with original Notice sent via overnight delivery addressed to the address of the party in question set forth in the first paragraph of this Agreement or to such other address as either party may designate by Notice pursuant to this Section. Notices shall be deemed given (x) three business days after being mailed as provided in clause (i) above, (y) one business day after delivery to the overnight carrier as provided in clause (ii) above, or (z) on the day of the transmission of the email so long as it is received in its entirety by 5:00 pm on such day and the original of such Notice is received the next business day via overnight mail as provided in clause (iii) above.
- 7.2 Owner expressly consents to receive all notices, demands, disclosures, invoices, statements, and other communications related to this Agreement electronically, including by email, text message, client portal, or electronic signature platform, at the contact information provided by Owner. Electronic notice shall be deemed delivered when transmitted, regardless of whether actually received or opened. Owner is responsible for keeping contact information current and acknowledges that failure to do so shall invalidate notice.

8. TERMINATION AND REMEDIES. Owner and Agent agree that there will be no other remedies, unless required by law, that have not been specifically stipulated in this Agreement:

- 8.1 In the event of default, the party aggrieved shall give written notice of default to the other party, who shall have thirty (30) days from the date of such notice to remedy the default.
- 8.2 If the default has not been cured within the thirty (30) days, the aggrieved party is entitled to the remedies set forth herein.
- 8.3 After notice and opportunity to cure as set forth above, in the event that Agent shall fail to comply with the terms of this Agreement, Owner shall have the right to immediately terminate this Agreement and shall have no other remedies available.
- 8.4 Promptly upon any termination of this Agreement, whether by expiration of the term hereof or otherwise, and notwithstanding the absence of a final accounting between the parties hereto, the Agent will promptly deliver to Owner all keys, remotes, and any form of access Agent might have to the Property.
- 8.5 Owner reserves right to cancel this Agreement without penalties if Owner no longer needs Property Concierge Services so long as thirty days (30) notice to the Agent has been provided and all invoices are paid in full making the Owner's Account current.

- 8.6 All provisions of this Agreement that require the Owner to have insured or to defend, reimburse, or indemnify the Agent, shall survive any termination and, if Agent is or becomes involved in any proceeding or litigation by reason of having been the Owner's Agent, such provision shall apply as if this Agreement were still in effect.
- 8.7 **Force Majeure.** Agent shall not be liable for any loss, damage, delay or failure to perform in whole or in part, which results from causes beyond Agent's control including, but not limited to, fire, strikes, riots, embargo, shortages in supplies, pandemics, delays in transportation or requirements of any governmental authority.

9. MISCELLANEOUS.

- 9.1 **Entire Agreement.** This Agreement constitutes the entire agreement of the parties hereto, and all prior agreements, understandings, representations and statements, oral or written, are hereby merged herein. In the event of a conflict between the terms of this Agreement and any prior written agreements, the terms of this Agreement shall prevail. This Agreement may only be amended or modified by an instrument in writing, signed by the party intended to be bound thereby.
- 9.2 **Time.** All parties hereto agree that time is of the essence in this Agreement. If the time for performance of any obligation hereunder shall fall on a Saturday, Sunday or holiday (national or in the state in which the Property is located) such that the transaction contemplated hereby cannot be performed, the time for performance shall be extended to the next such succeeding day where performance is possible.
- 9.3 **Counterpart and Electronic Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures transmitted by electronic means, including but not limited to PDF, email, or electronic signature platform (such as DocuSign or similar services), shall be deemed original signatures for all purposes and shall be fully binding and enforceable upon the parties to same extent as handwritten signatures.

The Parties expressly agree that this Agreement shall not be denied legal effect or enforceability solely because it is executed electronically, and that electronic records and signatures shall satisfy any requirement for a written agreement or signature under applicable law, including the South Carolina Uniform Electronic Transactions Act.

- 9.4 **Governing Law.** This Agreement shall be deemed to be an Agreement made under the laws of the State where the Property is located and for all purposes shall be governed by and interpreted in accordance with the laws of the State where the Property is located.
- 8.5 **Section Headings.** The Section headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several Sections hereof.
- 9.6 **Severability.** If any portion of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.
- 9.7 **Waiver of Trial by Jury.** Owner and Agent, to the extent they may legally do so, hereby expressly waive any right to trial by jury of any claim, demand, action, cause of action, or proceeding arising under or with respect to this Agreement, or in any way connected with, or related to, or incidental to, the dealings of the parties hereto with respect to this Agreement or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and irrespective of whether sounding in contract, tort, or otherwise. To the extent they may legally do so, Owner and Agent hereby agree that any such claim, demand, action, cause of action, or proceeding shall be decided by a court trial without

a jury and that any party hereto may file an original counterpart or a copy of this Section with any court as written evidence of the consent of the other party or parties hereto to waiver of its or their right to trial by jury.

- 9.8 **No Waiver.** No covenant, term or condition of this Agreement other than as expressly set forth herein shall be deemed to have been waived by Owner or Agent unless such waiver is in writing and executed by Owner or Agent, as the case may be.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement to be made as of the day and year first above stated.

Owner(s):

Signature

Signature

Email

Email

Cell Phone

Cell Phone

Mailing Address:

Street Address

City, State & Zip Code

Emergency Contact Name & Phone Number

Agent:

Nataliya Iusico, PMIC
Family Owned Property Management, LLC

Exhibit A

SUBSCRIPTION SERVICE TIERS

The following Service Tiers set forth the exclusive services included with each subscription level. Services not expressly listed are excluded and may only be obtained pursuant to Exhibit B (A La Carte Services). No services are implied.

SILVER CONCIERGE – \$250 per month

Core Oversight & Coordination

Includes:

- Up to **two (2) scheduled home visits per month** (visual, non-invasive only)
- Up to **two (2) contractor coordination meetings per calendar year**
- Mail collection during scheduled visits (no review or responsibility for contents)

Limitations:

- No cleaning, delivery, arrival prep, or transportation services
- No emergency response or on-call availability

GOLD CONCIERGE – \$325 per month

Silver Tier + Convenience Services

Includes all Silver services, plus:

- Up to **three (3) scheduled home visits per month**
- Up to **five (5) contractor coordination meetings per calendar year**
- **One (1) basic cleaning per calendar year**
- Up to **four (4) emergency response visits per year/on call availability**

PLATINUM CONCIERGE – \$500 per month

Gold Tier + Arrival & Support Services

Includes all Gold services, plus:

- **Weekly scheduled home visits**
- **Two (2) basic cleanings per calendar year**
- **One (1) deep cleaning per calendar year**
- **Two (2) airport pickup or drop-off per calendar year**
- **Mail forwarding up to four (4) times per calendar year** (cost of postage applies)
- **Unlimited mail open/scan and email**

♥ DIAMOND CONCIERGE – \$725 per month

Platinum Tier + Premium Services

Includes all Platinum services, plus:

- **Unlimited contractor coordination meetings**
- **Storm shutter coordination** (Owner-provided materials only)
- **Four (4) basic cleanings per calendar year**
- **Two (2) deep cleanings per calendar year**
- **Six (6) airport pickups or drop-offs per calendar year**
- **Unlimited mail scanning or forwarding** (up to four (4) postages costs included)

IMPORTANT SERVICE LIMITATIONS (ALL TIERS)

- All visits are **scheduled** and non-emergency in nature
- Services are observational and coordinative only
- Manager does not guarantee detection of damage, defects, or hazards
- Unused services do not roll over or accrue
- Subscription fees are based on availability, not usage

Exhibit B

À LA CARTE SERVICES & FEES

These optional services available to Owner **at additional costs**. All à la carte services are subject to availability, Owner authorization, and the limitations of the Agreement. À la carte services do **not** modify or expand the scope of subscription services.

All fees are exclusive of third-party costs unless otherwise stated. Manager may require advance payment or reimbursement prior to performing services.

Cleaning & Preparation Services (cost of service not additional fee)

- **Basic Cleaning** (dusting, sweeping, mopping): \$95.00 per occurrence
- **Deep Cleaning** (full clean including bathrooms, linens, arrival prep): \$475.00 per occurrence

Arrival & Convenience Services

- **Grocery Preparation / Stocking:** \$125.00 per trip, plus reimbursement of grocery costs
- **Airport Pickup or Drop-Off** (mid-size vehicle, up to 4 persons): \$50.00 per trip

Property Coordination Services

- **Contractor / Vendor Meeting or Site Coordination:** \$75.00 per occurrence
- **Storm Shutter Installation or Coordination** (Owner-provided materials): \$65.00 per window

Mail & Administrative Services

- **Mail Forwarding:** Actual postage plus \$45.00 administrative fee per mailing
- **Mail Scanning & Emailing:** \$25.00 per batch

Landscaping & Exterior Services

- **Basic Landscaping Visit** (mowing, edging, blowing): \$85.00 per visit
- **Additional Landscaping Services:** Quoted upon request at no additional service fee

General Limitations

- All services are provided on a **best-efforts, non-emergency basis**
- Manager does not guarantee timing, outcomes, or availability with exception of pre-ordered Airport pick-up or drop-off
- Third-party services remain subject to Section 6 (Independent Contractors)
- Fees are subject to change upon thirty (30) days' written notice