

# Home Management Professionals



## CONTRACT AGREEMENT

Contract Agreement I, \_\_\_\_\_, hereinafter, "Client", hereby engage the services of Home Management Professionals (HM Pros), to provide the services, which I, as Client, have indicated by making and/or placing my signature on the attached Service Agreement and Security Release. The services are to be provided for the property located at:

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

In consideration of the mutual terms of this agreement the parties agree as follows:

1. **ENGAGEMENT:** By signing below, Client authorizes Home Management Professionals and its representatives to enter the premises listed above for the purpose of providing the services Client has requested as reflected on the attached Service Agreement; 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 Clients association or subdivision or by Home Management Professionals. Failure to execute the necessary documents will not excuse payment to Home Management Professionals.

2. **SERVICES AND INVOICING:** Client understands that inspections are visual inspections for obvious issues. HM PROS agrees to provide the requested services as indicated in writing on the attached Service Agreement 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 in the attached Service Agreement. Client agrees to timely reimburse HM PROS for all facsimile, postage, and overnight express mail charges incurred as related to the services being provided under this agreement. Client also agrees to reimburse HM PROS 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. needed 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 series 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:** Home Management Professionals will maintain adequate level of insurance with respect to the services being provided hereunder. If requested by Client, HM PROS will provide Client with a certificate of insurance within 21 days of delivery of written request for same. Client shall obtain and keep in force adequate insurance (commonly known as Home Owners Insurance) against physical damage and against liability for loss, damage or injury to Premises or persons which might arise out of the occupancy, management, operation or maintenance of the Premises. The deductible required under such insurance policies shall be Client's expense. HM PROS shall be covered as an additional insured on all liability insurance maintained with respect to the Premises. Liability insurance shall be adequate to protect the interests of both Client and HM PROS and in form, substance, and amounts reasonably satisfactory to HM PROS in an amount not less than \$300,000.00 per occurrence.

4. **NOTIFICATION TO CLIENT & HOLD HARMLESS:** If, during the course of providing services, Home Management Professionals 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, HM PROS will notify Client via telephone, email, or mail and will notate item on Inspection Report. If an emergency or suspicious situation exists which, at HM PROS's sole discretion, places Client's subject property in immediate risk of damage, HM PROS is authorized as Client's representative to immediately engage services for the repairs necessary to protect Client's property. Client agrees to pay for and hold HM PROS harmless from the costs of repairs authorized by this provision and the liability of any contractors or repairmen so engaged. HM PROS will engage only licensed and insured contractors or repairmen. HM PROS 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 HM PROS (and its employees, officers, directors, HM PROSs, successors and permitted assigns) and hold HM PROS harmless from any liability, loss, claim, cause of action, proceeding, cost or expense for property loss or damage, including reasonable attorneys' fee and expenses (collectively, "Losses") which shall result from performance of this agreement, other than for the gross negligent conduct of its employees, HM PROSs or servants.

5. TERM AND TERMINATION: Home Management Professionals 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. HM PROS reserves the right at its discretion to terminate this agreement at any time. Client may terminate this agreement prior to expiration by providing the other party with written notice 30 days in advance of termination date. HM PROS will receive payment for all services provided up to termination.

6. PRICING: To sustain growth and remain within industry standards, a nominal price increase may be necessary. In such event, Home Management Professionals will notify Client via email or mail. If Client chooses to not accept the price increase, Client and HM PROS reserves the right at its discretion to terminate this agreement.

7. OCCUPYING PROPERTY: Client must in advance notify, Home Management Professionals in writing when property will be occupied. If HM PROS arrives at property and cannot complete inspection due to occupants, HM PROS will charge Client a \$25 trip charge.

8. HOURS OF OPERATION: Standard business hours of operation are Monday-Friday 8am-5pm Arizona time. However, given the nature of business, Home Management Professionals is available after hours and weekends for scheduled additional services. In the event that an emergency arises outside standard business hours; HM PROS 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 30 minutes) and \$50 per hour after.

9. SECURITY: Home Management Professionals encourages security (security door locks, alarm systems, and video surveillance cameras) for the properties it manages. If Client has an active alarm, Client is asked to add HM PROS 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 the property. HM PROS will then disclose information to the inspector visiting Client's property. Client can read info in Arizona Statute 13-3019

10. DAMAGES OR MISSING ITEM: HM PROS is not responsible for damage to the premises or items missing, lost or damaged under any circumstances, including but not limited to, theft, vandalism. HM PROS shall not be responsible to take any precautionary measures to avoid any damages from any acts of God unless agreed to in writing between HM PROS and Client. Client agrees and understands that HM PROS intended obligation under this agreement is to check Client property on the dates indicated or frequency desired by Clients, and report to Client any problems that may exist, and, when necessary, contact the appropriate vendor(s). Client understands and agrees that HM PROS does not promise to perform policing or preventative maintenance function at Clients property, and understands that HM PROS will

perform its visual inspections during the dates, times and or frequency as agreed, and that Client knows it is possible that after HM PROS site visit that unforeseen maintenance issues or damage unknown or unseen at the time of visit may occur for which HM PROS has no control or responsibility for. Client will hold HM PROS harmless for any damages which have resulted from equipment failures, weather condition, vandalism, acts of God, or other events outside of HM PROS control.

11. APPLICABLE LAW: The interpretation of this Agreement shall be governed by the laws of the State of Arizona. Any action arising under this Agreement shall be brought in a court of competent jurisdiction in Maricopa County, Arizona.

12. ATTORNEY'S FEES: If legal proceedings are brought by a party to enforce the terms, conditions or provisions of this Agreement, the prevailing party shall be entitled to recover all expenses (including, but not limited to, reasonable attorney fees, legal expenses and reasonable costs of collection) paid or incurred by such prevailing party in endeavoring to enforce the terms, conditions, or provisions of this Agreement and/or collect any amount owing in accordance with this Agreement.

13. NOTICES: Any notices, demands, consents and reports necessary or provided for under this Agreement shall be in writing and shall be addressed and mailed to the recipient as follows, or at such other address as HM PROS may specify hereafter in writing: Home Management Professionals, PO Box 6434, Scottsdale, AZ 85261. In the event that Clients contact information (address, email, telephone, cell phone) changes during the term of this Agreement, Client agrees to provide HM PROS with Client's new contact information within five (5) business days.

14. 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.

15. SIGNATURES: The parties agree that this agreement may be executed by facsimile and or digital signature and such facsimiles and/or digital signatures shall be binding as if originals.

**I have read, signed, and received a copy of this Contract Agreement, Service Agreement, and Security Release and understand and accept its terms.**

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the date first set forth above.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Client Printed Name

\_\_\_\_\_  
Client Signature

\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Date

\_\_\_\_\_  
Todd Navin, Owner, HM PROS

\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Date