



Fiddler's Home Watch™

by Roger Myers

Caring for your home while you're away

Contract Agreement

I, _____, hereinafter, "Client", hereby engage the services of Roger Myers Professional Property Services, LLC (RMPPS) to provide the services, which I, as Client, have indicated by making and/or placing my initials on the attached Basic Safety Services Package and Client Schedule of Additional Services. The services are to be provided for the property located at _____ and the parties agree as follows:

- 1. ENGAGEMENT:** By signing below, Client authorizes Roger Myers Professional Property Services, 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 Basic Safety Service Package 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 Roger Myers Professional Property Services, LLC. Failure to execute the necessary documents will not excuse payment to Roger Myers Professional Property Services, LLC.
- 2. SERVICES AND INVOICING:** Client understands that inspections are visual inspections for obvious issues. RMPPS agrees to provide the requested services as indicated in writing on the attached Basic Safety Services Package 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 Basic Safety Service Package and the client's requested Additional Services. Client agrees to timely reimburse RMPPS for all long-distance telephone, facsimile, postage, and overnight express mail charges incurred as related to the services being provided under this agreement. Client also agrees to reimburse RMPPS 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 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:** Roger Myers Professional Property Services, LLC will maintain adequate level of insurance with respect to the services being provided hereunder. If requested by Client, RMPPS will provide Client with a certificate of insurance within 21 days of delivery of written request for same.
- 4. NOTIFICATION TO CLIENT & HOLD HARMLESS:** If, during the course of providing services, Roger Myers Professional Property Services, 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, RMPPS will notify Client via telephone, email, or mail and will notate item on Inspection Report. If an emergency or suspicious situation exists which, at RMPPS's sole discretion, places Client's subject property in immediate risk of damage, RMPPS 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 RMPPS harmless from the costs of repairs authorized by this provision and the liability of any contractors or repairmen so engaged. RMPPS will engage only licensed and insured contractors or repairmen. RMPPD 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 RMPPS (and its employees, officers, directors, agents, successors and permitted assigns) and hold RMPPS 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, agents or servants.
- 5. HURRICANE SHUTTERS & STORM PREPARATION:** Upon Client's request, Roger Myers Professional Property Services, 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 RMPPS harmless for the shutter's malfunction and costs associated in repair. Hurricane Season is June 1st through November 30th. It is 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, RMPPS will be exempted 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:** Roger Myers Professional Property Services, 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. RMPPD 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. RMPPS will receive payment for all services provided up to termination.



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7. **PRICING:** To sustain growth and remain within industry standards, a nominal price increase may be necessary. In such event, Roger Myers Professional Property Services, LLC will notify Client via email or mail. If Client chooses to not accept the price increase, RMPPS reserves the right at its discretion to terminate this agreement.
8. **OCCUPYING PROPERTY:** Client must in advance notify, Roger Myers Professional Property Services, LLC in writing when property will be occupied. If RMPPS arrives at property and cannot complete inspection due to occupants, RMPPS will charge owner 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, Roger Myers Professional Property Services, LLC is available after hours and weekends for scheduled additional services. In the event that an emergency arises outside standard business hours; RMPPS 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.
10. **SECURITY:** Roger Myers Professional Property Services, LLC 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 RMPPS 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. RMPPS will then disclose information to the inspector visiting Client's property. Client can read info in 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.

Client Signature

Date

RMPPS Signature

Date

Client Printed Name

Roger Myers, Managing Member