

# Big Hickory HomeWatch

**Homeowner(s):**

**Property Address:**

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This Agreement is entered into between Homeowner, Big Hickory Home Watch LLC Or its Designees, (hereby collectively referred to as BHHW). In consideration of the mutual covenants and promises contained in this agreement the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

**Parties:** Homeowner is the owner of and has full legal authority concerning the subject Property. BHHW is in the business of providing professional home watch, vendor liaison and concierge services

**Duties:** Homeowner hereby agrees to retain BHHW, and BHHW agrees to be retained by Homeowner, for the purpose of providing professional home watch service at the subject Property pursuant to the terms and conditions outlined herein\_ Homeowner and BHHW further agree that during the term of this Agreement, BHHW shall be the only home watch service employed by Homeowner concerning the subject Property. Homeowner agrees to notify BHHW in writing, in advance, at any time the Property is to be occupied by the Homeowner, their family, guest or renters. Homeowner will supply BHHW with two sets of keys to the Property, alarm security codes and will add BHHW to the permanent list at the security gate, if appropriate.

**Term:** This Agreement shall become effective from the date of signature by both parties and will continue until terminated by either party.

**BHHW Authority:** Homeowner authorizes BHHW to perform the following activities on behalf of the Homeowner:

1. To gain entry to the Property when Homeowner is absent for the purpose of conducting a thorough visual and non-invasive observation of the Property\_
2. To complete items on the Professional Home Watch Checklist.
3. To promptly attempt to notify and report Homeowner of any irregularities and/or damage at the Property the findings during observation.
4. To gain entry to the Property to meet vendors and for other requests or appropriate visits.

**Records:** BHHW shall maintain accurate records of all visits to the Property and report the findings to Homeowner as agreed.

**Fees:** Homeowner agrees to pay BHHW for Professional Home Watch Services billed quarterly.

**Payment:** Services to be performed by BHHW will be billed to Homeowner in advance of rendering services. Payment of invoices shall be due upon receipt by Homeowner. Additional services requested by Homeowner in writing will be billed by BHHW and paid by Homeowner in accordance with the then applicable price schedule.

Services needed by Homeowner, such as cleaning, AC repair, appliance repair, plumbing, and similar will be paid directly to the company performing the service. BHHW will bill the Homeowner for Vendor Key-in or Concierge Services.

**Termination:** Either party may terminate this agreement without cause, upon written notice of termination delivered to the other party hereto. Said termination shall be effective immediately upon receipt of the written notice of termination. All prepaid fees received by BHHW will be refunded by BHHW on a prorated basis to the Homeowner BHHW may also terminate this agreement without prior written notice to Homeowner immediately upon the occurrence of. (f) Homeowner's failure to pay fees due to BHHW, or (2) Homeowner's breach of any term or condition of this Agreement

**No Guarantee:** BHHW hereby agrees to faithfully and diligently perform the duties outlined in this Agreement. Neither this Agreement nor the performance of BHHW shall be construed or implied to create a guarantee or insurance policy that the Property will not sustain damage or that a damaging condition will not occur at the Property. Every effort will be made to oversee the Property but BHHW cannot protect the Property from break-in, intrusion, vandalism or other acts of nature. BHHW will not be held responsible for any damage to the Property or to items missing, switched out, lost, damaged or stolen under any circumstances including but not limited to theft, vandalism, negligence of invited or uninvited individuals, or acts of nature. The home watch is intended as a service to the homeowner to help with basic home services while the Homeowners are not staying at the residence. The homeowner acknowledges that BHHW is not a security company and does not provide security services for the Property, is not liable for any damage (including to plants), theft, burglary or fire that occurs to the home during this contract time frame, is not a licensed contractor and will not perform any work on the home and is not responsible for any injury that occurs on the Property. BHHW is not responsible for any damage to a vehicle while it is being run or while it is in the care of BHHW.

**Insurance:** It is the Homeowner's sole responsibility that all Property (home, auto, personal belongings) are properly insured. Any and all claims would be filed on the Homeowner's insurance policy. BHHW will maintain an adequate level of insurance with respect to the services being provided hereunder and, if requested, provide proof of same to Homeowner.

**Home Maintenance:** It is recommended that the Homeowner has the HVAC system cleaned and checked at least once yearly. A service contract on the HVAC system and major appliances is also recommended. Homeowner is responsible for scheduling in accordance with their service agreement terms. It is the Homeowners' responsibility to conform to all rules set forth by the Property association.

**Force Majeure:** The Parties agree that BHHW shall be temporarily relieved of its duties due to an event of force majeure (causes which are outside the control of BHHW and cannot be avoided by the exercise of due care), or under circumstances which would reasonably be considered hazardous and unsafe.

**Indemnification:** Homeowner hereby indemnifies and holds harmless BHHW and its members, officers, employees, agents, or assigns, of, for, and from all manner of actions, causes of action, liability, fault, claims, demands, damages, suits, costs, losses, debts, expenses, trespasses, and judgments whatsoever, in law or in equity, which Homeowner has, or could have or allege, or hereafter can, shall or may have in the future, arising out of or in any way related to the faithful and diligent performance of services by BHHW on behalf of Homeowner as called for under the terms of this Agreement.

**Binding Effect:** This agreement shall be binding upon the parties and their heirs, successors and assigns. Enforcement In the event of any disagreement between any of the parties concerning this Agreement, venue shall be in Lee County, Florida. Any action pertaining to this Agreement the prevailing party shall recover all costs, which shall be deemed to include reasonable attorney's fees, Surveillance: Do. your Property have hidden surveillance cameras or audio equipment of any kind?

YES      NO

If YES, Homeowner agrees that you will collect personal information only to the extent it is necessary to protect your residence or its contents or to, monitor the interior for physical problems. You agree that all personal information collected will be kept confidential. You will release information to any outside parties only with the consent of BHHW or when legally required to do so. If you are legally compelled to release information about BHHW to a third party, you will inform CIHW. All electronic monitoring will be confined to BHHW work and you will not monitor personal telephone calls, electronic mail or other personal communication.

**Miscellaneous:** This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. This Agreement shall be binding upon the heirs, successors, and permitted assigns of the parties hereto. This Agreement may not be amended or modified in any way except in writing signed by each of the parties.

**Severability:** Tn the event that any of the terms, conditions or covenants of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof; shall not be affected thereby. **Confidential information:** All Homeowner's information is confidential and will NEVER be made available to, or sold to, third parties.

**Copies:** Any true and correct copy of this Agreement as well as any faxed or electronic signature shall be enforceable by and between the parties and their assigns.

Big Hickory Home Watch, LLC

Homeowner

Print:

Print:

Signature:

Signature:

Date:

Date: