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SERVICE AGREEMENT

THIS SERVICE AGREEMENT (hereinafter referred to as "Agreement") is made by and between TRUST HOME SERVICES OF SOUTHWEST FLORIDA, INC., a Florida Corporation (hereinafter referred to as "TRUST HOME SERVICES") and _____ (hereinafter referred to as "Client" of _____), on this day of _____ 20____. Upon execution of this Agreement by Client, TRUST HOME SERVICES will provide home watch, inspection, concierge and/or other services for the Client under the terms and conditions set forth below and delineated on the reverse side of this Agreement:

- SERVICES AND REFERRALS:** TRUST HOME SERVICES shall provide home watch, inspection, concierge and/or services for the Client. A more particular description of the services to be performed are attached hereto as Exhibit "A" and made a part hereof as the "Scope of Services and Compensation," (hereinafter referred to as "Services"). TRUST HOME SERVICES shall comply with any and all local, state, and federal laws in rendering its Services as described herein. Client hereby acknowledges that Client shall give TRUST HOME SERVICES at least 24 hours advance notice before TRUST HOME SERVICES may be able to perform Services in a timely manner. ANY REFERRAL SENT TO TRUST HOME SERVICES BY CLIENT THAT EXECUTES THE SERVICE AGREEMENT FOR ANY SERVICE SHALL RECEIVE 20% ON THE FOLLOWING MONTHS BILL AFTER PAYMENT HAS BEEN RECEIVED FROM SUCH REFERRAL AND TRUST HOME SERVICES HAS BEEN INFORMED IN WRITING BY CLIENT THAT CLIENT HAS SENT THE REFERRAL AND THAT CLIENT QUALIFIES FOR THE AFORESTATED DISCOUNT.
- COMPENSATION AND HOURS OF OPERATION:** In consideration for the Services to be performed by TRUST HOME SERVICES under this Agreement, the Client will pay TRUST HOME SERVICES as stated in EXHIBIT "A." All hourly billing shall be done in increments of 15 minutes and a minimum of one hour charge shall apply. Services shall be provided from Monday to Friday between the hours of 8:00am to 7:00pm (Eastern Standard Time). Client shall reimburse TRUST HOME SERVICES for all reasonable expenses incurred in furtherance of rendering Services including but not limited to services performed by other vendors and/or purchased of goods at Client's direction. TRUST HOME SERVICES shall, to the greatest extent possible, submit statements and receipts for all expenses claimed. Payment if full shall be due upon completion of Services, unless TRUST HOME SERVICES requires advance payment.
- CANCELLATION:** No refunds shall be made on any pre-paid Services. Client may cancel the engagement of TRUST HOME SERVICES at any time for Services which are billed on an hourly basis and are not pre-paid Services. Client must give a written notice of cancellation to TRUST HOME SERVICES at least 24 hours in advance of the time and date when TRUST HOME SERVICES is scheduled to begin its Services. If the Services have been fully performed prior to receipt of a written cancellation notice by TRUST HOME SERVICES then Client shall be charged full amount due for such Services. If TRUST HOME SERVICES receives the notice of cancellation when the Services have been partly performed then Client shall be charged for the hours worked to perform Services which have been partly completed. In addition, Client shall reimburse all expenses incurred by TRUST HOME SERVICES to fully or partly complete the Services which were not cancelled by Client with a written notice at least 24 hours in advance of the time and date when TRUST HOME SERVICES is scheduled to begin its Services.
- LATE PAYMENT:** Client shall pay to TRUST HOME SERVICES all compensation within 15 days of the due date. Failure of Client to pay any fees within 15 days after the applicable due date shall be deemed a material breach of this Agreement, justifying suspension of the performance of the services provided by TRUST HOME SERVICES and it shall be sufficient cause for immediate termination of this Agreement by TRUST HOME SERVICES. Any such suspension will in no way relieve Client from payment of compensation, and, in the event of collection, Client shall be liable for any costs associated with such collection, including, but not limited to, legal costs, attorneys' fees, court costs, and collection fees.
- INDEPENDENT CONTRACTOR:** Nothing herein shall be construed to create an employer-employee relationship between the Client and TRUST HOME SERVICES. TRUST HOME SERVICES is an independent contractor and not an employee of the Client or any of its subsidiaries or affiliates. The compensation set forth herein shall be the sole consideration due to TRUST HOME SERVICES for the services rendered hereunder. It is understood that Client shall not withhold any amounts for payment of taxes from the compensation of TRUST HOME SERVICES. TRUST HOME SERVICES shall not represent to be or hold itself out as an employee of Client.

6. **TERM:** This Agreement shall commence on the date first above written and shall continue until a date _____ (_____) months after the date of this Agreement unless extended by mutual written agreement of the parties to this Agreement. TRUST HOME SERVICES has the right to terminate this Agreement in its sole discretion if Client violates or proposes to violate any applicable federal or state law, rule or regulation. TRUST HOME SERVICES may also terminate this Agreement in its sole discretion.
7. **PERSONAL GUARANTEE:** The undersigned individual signing on behalf of Client(s) personally guarantee the payment of any and all future obligations which may be owing to TRUST HOME SERVICES upon demand, whether or not a lawsuit is filed. The Client agrees that upon the dishonor of any check for whatever reason, the undersigned Client shall be jointly and severally responsible for the payment. This is a continuing personal guarantee and may be revoked only in writing by delivery to TRUST HOME SERVICES of the revocation by certified mail return receipt requested.
8. **ACCEPTANCE:** The undersigned Client acknowledges receipt of a true copy of this Agreement and acknowledges that he, she or it has read and understands the content thereof and accepts same under the Terms and Conditions stated herein and delineated on the reverse side of this Agreement. The services specified are hereby authorized and payment will be made as outlined herein.
9. **LIMITATION OF LIABILITY:** It is understood and agreed that TRUST HOME SERVICES HEREBY DISCLAIMS ANY AND ALL LIABILITY AND CLIENT SHALL ASSUME ALL RESPONSIBILITY FOR OBTAINING INSURANCE TO COVER LOSSES OF ALL TYPES. TRUST HOME SERVICES MAKES NO WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS SPECIFICALLY STATED HEREIN. SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED. TRUST HOME SERVICES SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, EVEN IF TRUST HOME SERVICES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IN NO EVENT SHALL TRUST HOME SERVICES' TOTAL LIABILITY TO CLIENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE AMOUNT PAID BY CLIENT, IF ANY, FOR THE VALUE OF THE SERVICE PROVIDED HEREUNDER.
10. **NO GUARANTEE:** NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A GUARANTEE REGARDING CLIENT'S SALES PROSPECTS TO THIRD PARTIES OR FULL PROTECTION OF CLIENT'S ASSETS (PERSONAL ASSETS AND REAL ESTATE) OR OTHER OUTCOMES UPON PERFORMANCE OF THE SERVICES DESCRIBED HEREUNDER. TRUST HOME SERVICES MAKES NO SUCH PROMISES OR GUARANTEES.
11. **INDEMNIFICATION:** Client shall indemnify and hold harmless TRUST HOME SERVICES against all claims, obligations or liabilities including court costs and attorneys' fees, arising out of Client's tortious or unauthorized acts, misrepresentations, omissions, failure to perform its obligations hereunder, or any acts not expressly authorized in writing, related to or beyond the scope of this Agreement.
12. **NON_CIRCUMVENTION:** Client agrees that the terms and conditions of this Agreement are fully applicable and binding to itself, its officers, directors, shareholders, affiliates, subsidiaries, clients, representatives, employees, associates, assigns, trustees, heirs and/or assigns or executors, and Client irrevocably binds itself not to deal independently with and person, business, corporations, partnership, buyer, sellers, borrowers, lenders, agents, broker, institutions, including their affiliates, subsidiaries, contractors, clients, representatives, employees, associates, assigns, trustees, heirs, and/or assigns, or executors or other entities introduced or known to Client, without the knowledge of TRUST HOME SERVICES, subject to all of the terms and conditions in this Agreement. Client agrees not to attempt to circumvent, avoid or bypass TRUST HOME SERVICES in any manner, regarding any agreements or disclosures made between the parties hereto regarding any agreements or disclosures made between the parties hereto.
13. **COVENANT NOT TO COMPETE:** The Client covenants that for a period of one year from the date of execution of this Agreement except as otherwise approved in writing by TRUST HOME SERVICES, either directly or indirectly, with or without compensation, for itself, or through, on behalf of or in conjunction with any person, persons, partnership, corporation or other entity. Client shall not employ or engage, or seek to employ or engage, any person who is at that time employed or engaged by TRUST HOME SERVICES or otherwise directly or indirectly attempt to induce such person to leave its employment or engagement.
14. **CONFIDENTIAL INFORMATION:** TRUST HOME SERVICES shall keep all Confidential Information (as defined herein) in confidence and not use or allow others to use any Confidential Information except for Client's benefit and, TRUST HOME SERVICES shall use its best efforts to ensure that all of its employees, agents, managers and officers who become privy to the Confidential Information and are bound by the terms of this section. In this Agreement, "Confidential Information" means all personal, payment, credit or debit card information, data, processes, formulations, analysis, methodologies and other information which is designated by Client as confidential, whether orally or in writing, except for any part of the Confidential Information which: (a) is or becomes publicly available other than as a result of a disclosure but Client; (b) is or becomes available to TRUST HOME SERVICES from a source (other than Client or its representatives) which, to the best of TRUST HOME SERVICES' knowledge after due inquiry, it is not prohibited from disclosing; or (c) TRUST HOME SERVICES was properly in possession or control of Confidential Information at the time of disclosure of that Confidential Information to it by TRUST HOME SERVICES or its representatives. TRUST HOME SERVICES agrees that it shall not, before or after termination or expiry of this Agreement, remove any reports information, property, or any other material belonging to Client, or any reproductions thereof, without the prior written permission of Client. The provisions of this section shall survive the termination of this Agreement.
15. **TERMINATION:** This Agreement may be terminated by TRUST HOME SERVICES and TRUST HOME SERVICES may, at its option, declare any unpaid balance and other sums payable by Client hereunder immediately due and payable for any one or more of the following reasons: (a) if Client fails to make payment when due; or (b) the Client substantially breaches any other obligation under this Agreement.

- 16. **MEDIATION AND ARBITRATION:** Any disputes between the parties hereto, whether arising under this Agreement or otherwise, which the parties cannot resolve between themselves using good faith shall be referred to a court certified mediator of the Circuit Court in Lee County, Florida, and any mediation shall submit the dispute to a neutral arbitrator residing in Lee County, Florida. The arbitration shall be held in Lee County, Florida and the Client shall bear the cost of said arbitration. In the event that the parties are unable to agree upon an arbitrator within 15 days of the date on which either party requests arbitration of a matter, the arbitrator shall be provided by the American Arbitration Association. The parties further agree that full discovery shall be allowed to each party to the arbitration and a written award shall be entered forthwith. Any and all types of relief that would otherwise be available in Court shall be available to both parties in the arbitration. The decision of the arbitrator shall be final and binding. Arbitration shall be the exclusive legal remedy of the parties. Judgment upon the award may be entered in any court of competent jurisdiction pursuant to Florida Statutes. If either party refuses to comply with a ruling or decision of the arbitrator and a lawsuit is brought to enforce said ruling or decision, it is agreed that the party not complying with the ruling or decision of the arbitrator shall pay all the court costs and reasonable attorney's fees (including Trial and Appellate attorney's fees) incurred in enforcing the ruling or decision of the arbitrator. Any rights of injunctive relief shall be in addition to and not in derogation or limitation of any other legal rights.

- 17. **ENTIRE AGREEMENT:** This Agreement constitutes the entire understanding of the parties and supersedes all prior discussions, negotiations, agreements and understanding, whether oral or written, with respect to its subject matter.

- 18. **MODIFICATION:** No change or modification of this Agreement shall be valid unless it is IN WRITING AND SIGNED BY ALL THE PARTIES who are bound by the terms of this Agreement.

- 19. **SERVERABILITY:** If any provision of this Agreement is held invalid, unenforceable, or void by a court of competent jurisdiction, this Agreement shall be considered divisible as to such provision, and the remainder of the Agreement shall be valid and binding as though such provision were not included in this Agreement.

- 20. **VENUE AND JURISDICTION:** Should a lawsuit be necessary to enforce this Agreement the parties agree that jurisdiction and venue are waived and suit shall be brought in the Lee County, State of Florida.

- 21. **NO-WAIVER:** The waiver by any party of any other party's breach of any provision of this Agreement shall not operate nor be construed as a waiver of any subsequent breach, and the waiver by any party to exercise any right or remedy shall not operate nor be construed as a waiver or bar to the exercise of such right or remedy upon the occurrence of any subsequent breach. No action on the part of either party to this Agreement shall be interpreted as waiver unless such action shall be in writing.

- 22. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of Florida (without regard to the laws that might be applicable under principles of conflicts of law) as to all matters, including, but not limited to, matters of validity, construction, effect and performance.

The parties hereto have executed this Agreement by their signatures below:

Client: _____ Name of Client's Authorized Agent: _____

Signature: _____ Acceptance Date: _____

TRUST HOME SERVICES:

Representative's Signature: _____ Acceptance Date: _____



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Scope of Services and Compensation

Please mark the appropriate box(es)

1. ***Concierge Services** Yes No

- Pick up/Drop off from airport
- Vehicle/Motorcycle monitoring/starting/driving
- Grocery shopping
- Residence prepared for opening as needed
- Pre-storm securing
- After storm inspections/reports
- Cleaning services
- Vehicles transporting arrangements
- Filter changing
- Contractor services
- Contractor referral
- Contractor monitoring

*All concierge services shall be billed at \$25.00 per hour with one hour minimum charge. 10% discount shall be applicable for any service agreement with term of one year or more. 10% discount shall be refunded to Trust Home Services by client if the service agreement is terminated or cancelled by client prior to one year if the agreed upon term is of one year or more.

2. ****Contractor Referral Services** Yes No

- Painting
- Handyman
- Power washing
- Plumbing
- Pest control
- Pool maintenance
- Landscaping
- Electrical

**Supervision of any contract work may be available through Trust Home Services including inspection of the work performed.

Compensation for Contractor referral Services shall be as follows:

3. **Home Inspection Services** Yes No

Weekly Home/Condo Inspections	\$20.00 per inspection
Bi-Weekly Home/Condo Inspections	\$25.00 per inspection
Monthly Home/Condo Inspections	\$30.00 per inspection
Homes Above 3500 sq.ft.	\$15.00 additional

Included in inspections:

- Check inside/outside for water leaks
- Mold check
- Inside/Outside pest inspection
- Visual pool inspection
- Landscape monitoring
- A/C and humidistat monitoring
- Check appliances
- Run all faucets & showers
- Flush all toilets
- Monthly running of dishwasher
- Monthly running of washing machine
- Run garbage disposal
- Check garage door operation
- Check air filters
- Visual check of doors, windows & locks
- Check hot water heater for leaks
- Check circuit breaker for tripped breakers
- Remove all newspapers, flyers, phone books from sight
- Check screened enclosures
- Mail forwarding
- Inspection reports sent

4. **Other Service:** _____ (specify) Yes No

Detailed Description

The parties hereto have executed this Agreement by their signatures below:

Client: _____ Name of Client's Authorized Agent: _____

Signature: _____ Acceptance Date: _____

TRUST HOME SERVICES:

Representative's Signature: _____ Acceptance Date: _____