

Contract Agreement

I, _____ hereinafter, "Client", hereby engage the services of IN YOUR PLACE ON 30A, LLC to provide the services, which I, as client, have indicated by marking and/or placing my initialing on the attached Basic Safety Service 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 In Your Place on 30A, LLC., and its representatives to enter 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 owners association or subdivision or by In Your Place on 30A, LLC. Failure to execute the necessary documents will not excuse payment to In Your Place on 30A, LLC.
- 2. SERVICES & INVOICING:** Client understands that home inspections are visual inspections for obvious issues. In Your Place on 30A, LLC, agrees to provide the requested services as indicated in writing on the attached Basic Safety Service 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 are reflected on the attached Basic Safety Service Package and the client's requested Additional Services. Client agrees to timely reimburse In Your Place on 30A, LLC 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 In Your Place on 30A, LLC for all essential maintenance items needed over the normal course of home inspections such as air conditioning air filters, batteries, toilet tank flappers, etc. needing 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:** In Your Place on 30A, LLC will maintain adequate level of insurance with respect to the services being provided hereunder. If requested by Client, In Your Place on 30A, LLC 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, In Your Place on 30A, 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, In Your Place on 30A, LLC will notify Client via telephone, email or mail and will notate item on Inspection Report. If an emergency or suspicious situation exists which, at In Your Place on 30A, LLC's sole discretion, places Client's subject property in immediate risk of damage, In Your Place on 30A, LLC 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 In Your Place on 30A, LLC harmless from the costs of repairs authorized by this provision and the liability of any contractors or repairmen so engaged. In Your Place on 30A, LLC will engage only licensed and insured contractors or repairmen. In Your Place on 30A, LLC 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 In Your Place on 30A, LLC (and its employees, officers, directors, agents, successors and permitted assigns) and hold In Your Place on 30A, LLC harmless from any liability, loss, claim, cause of action, proceeding, cost or expense for property loss or damage, including reasonable attorneys' fees 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, In Your Place on 30A, 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 In Your Place on 30A, LLC harmless for the shutters malfunction and costs associated in repair. Hurricane Season is June 1 through November 30. 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, decor 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, In Your Place on 30A, LLC 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 & TERMINATION:** In Your Place on 30A, 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. Home inspections will be placed on hold during periods of occupancy by advance written notice from Client. In Your Place on 30A, LLC 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. In Your Place on 30A will receive payment for all services provided up to termination,
- 7. PRICING:** To sustain growth and remain within industry standards, a nominal price increase may be necessary. In such event, In Your Place on 30A, LLC will notify Client via email or mail. If Client chooses to not accept price increase, In Your Place on 30A, LLC reserves the right at its discretion to terminate this agreement. Client agrees to pay a non-refundable \$50.00 annual fee due each January. If new Client enrolls prior to January, then amount will be prorated for remaining months. Annual fee will be applied to fees In Your Place on 30A, LLC incurs for technology and administrative costs.
- 8. OCCUPYING PROPERTY:** Client must in advance notify, In Your Place on 30A, LLC in writing when property will be occupied. If In Your Place on 30A, LLC arrives at property and cannot complete inspection due to occupants, In Your Place on 30A, LLC will charge owner a \$25 trip charge.
- 9. HOURS OF OPERATION:** Standard business hours of operation are Monday-Friday 8am-5pm CST. However, given the nature of business, In Your Place on 30A, LLC is available after hours and weekends for scheduled additional services. In the event that an emergency arises outside standard business hours; In Your Place on 30A, LLC 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 thereafter.
- 10. SECURITY:** In Your Place on 30A, 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 In Your Place on 30A, LLC 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. In Your Place on 30A, LLC 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

In Your Place on 30A Signature

Date

Client Printed Name

Pam Thompson, Owner