



## Home Watch and Property Services Agreement

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

Community \_\_\_\_\_

Service Address \_\_\_\_\_

City and State \_\_\_\_\_ Zip Code \_\_\_\_\_

Billing Address \_\_\_\_\_

City and State \_\_\_\_\_ Zip Code \_\_\_\_\_

Contact Number \_\_\_\_\_

Mobile \_\_\_\_\_

HOME \_\_\_\_\_ Email \_\_\_\_\_

Gate Code \_\_\_\_\_

Lock Box Code: \_\_\_\_\_

Entry door code: \_\_\_\_\_

Alarm Code: \_\_\_\_\_

Alarm Phone Number: \_\_\_\_\_

Alarm Safe Word: \_\_\_\_\_

Garage Code: \_\_\_\_\_

Mailbox Number: \_\_\_\_\_

Pool Service: \_\_\_\_\_

A/C Maintenance Company: \_\_\_\_\_

Lawn Maintenance: \_\_\_\_\_

Pest Control Service: \_\_\_\_\_



## Home Watch and Property Services Agreement

This Agreement is entered into between Homeowner and Top Notch Property Watch, LLC (hereby collectively referred to as TNPW). 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. TNPW is in the business of providing professional home watch, vendor liaison and concierge services.

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

**TNPW Authority:** Homeowner authorizes TNPW 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, looking for obvious issues.
2. To complete items on the Professional Home Watch Checklist included in the Client Pack.
3. To promptly attempt to notify Homeowner of any irregularities and/or damage to the Property, and to report to Homeowner the findings of observation.
4. To provide entry to the Property for vendors hired by the Homeowner, other requests, or visits.

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

**Fees:** Homeowner agrees to pay TNPW, in advance, for Professional Home Watch Services in accordance with the following schedule:

**Home Watch Visit Frequency**

- ☐ One Time
- ☐ Weekly
- ☐ Bi-Weekly
- ☐ Upon Request

**Home Watch Visit Package:**

- ☐ **Vacation Exterior Security Check only**
- ☐ Condo/Villa
- ☐ Single Family Home
- ☐ **On Demand - any on-call visit**

\$\_\_\_\_\_ Per Visit

**Other Services:**

- ☐ Car Drive
- ☐ Boat Check
- ☐ Package Pickup -\$50 w/adv notice + time
- ☐ Contractor or Job Check - \$75/hr

\$\_\_\_\_\_ Due every four weeks

**Hourly Rate for additional and Emergency Services:**

**\$75/hr** for scheduled events

**\$100/hr** for call-out services

**\$125/hr** for night/weekend services

\*Services will be billed after completion

**\*\$50 LATE FEE**



## Home Watch and Property Services Agreement

**Payment:** Services to be performed by TNPW 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 TNPW and paid by Homeowner in accordance with the then applicable price schedule.

\*Services needed by Homeowner will be paid by Homeowner, such as cleaning, AC repair, appliance repair, plumbing, and similar, directly to the company/person performing the service.

\*\*TNPW will bill the Homeowner for Vendor Key-In or Concierge/Miscellaneous Services.

**Termination:** Either party may terminate this agreement for cause or without cause, upon written notice of termination delivered to the other party hereto. Upon receipt of the termination notice from Homeowner, Homeowner agrees to immediately pay all earned fees to TNPW. TNPW may also terminate this agreement without prior written notice to Homeowner immediately upon the occurrence of: (1) Homeowner's failure to pay fees due to TNPW, or (2) Homeowner's breach of any term or condition of this Agreement.

**No Guarantee:** TNPW hereby agrees to faithfully and diligently perform the duties outlined in this Agreement. Neither this Agreement nor the performance of TNPW 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 TNPW cannot protect the Property from break-in, intrusion, vandalism or other acts of nature. TNPW 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 TNPW 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. TNPW is not responsible for any damage to a vehicle while it is being run or while it is in the care of TNPW.

**Limitation of Liability:** Unless a result of gross negligence or willful misconduct, the liability to TNPW for any type of damages is limited to the amount of the TNPW total fees under this agreement.

**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. TNPW 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 TNPW shall be temporarily relieved of its duties due to an event of force majeure (causes which are outside the control of TNPW 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 TNPW 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 TNPW 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.



## Home Watch and Property Services Agreement

**Enforcement:** In the event of any disagreement between any of the parties concerning this Agreement, venue shall be in **Palm Beach County Florida**. In any action pertaining to this Agreement the prevailing party shall recover all costs, which shall be deemed to include reasonable attorney's fees.

**Surveillance:** Does 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 TNPW or when legally required to do so. If you are legally compelled to release information about TNPW to a third party, you will inform TNPW. All electronic monitoring will be confined to TNPW 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:** In 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.

**Top Notch Property Watch, LLC**

Homeowner

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Top Notch Property Watch, LLC**  
**561-781-0555**  
[TopNPWatch@gmail.com](mailto:TopNPWatch@gmail.com)