



18670 Cypress Haven Drive  
Fort Myers, FL 33908  
www.eyepropertywatch.com

Ed Lode  
Cell: 708-476-6455  
ed@eyepropertywatch.com

## Property Watch Service Agreement

I, John J. Client, hereinafter "Client", hereby engage the services of EYE PROPERTY WATCH, LLC (EPW), to provide the services, which I, as Client, have indicated by marking and/or placing my initialing on the attached Standard Inspection Service Package and Schedule of Additional Services Available. The services are to be provided for the property located at 12345 Main Street, Fort Myers, FL 33908 and the parties agree as follows:

- 1. ENGAGEMENT:** By signing below, Client authorizes EPW and its representatives to enter premises listed above for the purpose of providing the services Client has requested as reflected on the attached Standard Inspection Service Package and the Client's requested Additional Services as set forth and fully incorporated herein; 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 EPW. Failure to execute the necessary documents will not excuse payment to EPW.
- 2. TERM:** EPW deems this a 12-month service agreement, commencing on the date the agreement is signed and it is automatically renewed unless non-renewal is given in writing. Home watch inspections will be placed on hold during periods of occupancy by advance email notice from Client.
- 3. SERVICES & INVOICING:** Client understands that home watch inspections are visual inspections for obvious issues. EPW agrees to provide the requested services as indicated on the attached Standard Inspection 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 Standard Inspection Service Package and the Client's requested Additional Services. Client agrees to timely reimburse EPW 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 EPW for all essential maintenance items needed over the normal course of inspections such as filters, batteries, toilet tank components, etc. purchased and installed for Client's property. Reimbursement also includes any time and labor associated with purchase and installation of items purchased. Invoices will be emailed to Client at the end of each calendar quarter, are due upon receipt and are past due if payment is not received within 30 days of the invoice date. Past due payments will be subject to monthly late fee of 5% or \$10, whichever is greater. A minimum fee of \$30 will be incurred for returned checks. Unless otherwise provided for, all monetary amounts referred to in this agreement shall be paid in US currency.
- 4. DEVICES FOR ACCESS TO SERVICE LOCATION/RETURN OF DEVICES:** Client shall provide EPW with all devices required for access to the service location at all times, including house keys, garage door openers, security codes, etc. In that regard, the parties hereto acknowledge and agree that Client has provided the following devices and information to EPW upon execution of this Agreement:

  2   Keys (2 please)  
  0   Garage Door Openers  
  0   Security Code Documents  
     Other: \_\_\_\_\_

Upon the expiration or termination of this Agreement, EPW shall promptly return all keys, garage door openers, security code documents, and other access documentation, records, or confidential information that belong to the Client.



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5. **STATUS OF EYE PROPERTY WATCH, LLC:** Client understands and acknowledges that EPW is not a licensed general contractor or licensed specialty contractor (HVAC, plumber, electrician, etc.) and that EPW does not provide services that must be performed by a licensed general contractor or licensed specialty contractor. If Client requires services that must be performed by a licensed general contractor or licensed specialty contractor, EPW will, upon request of Client, identify one or more licensed general contractors or licensed specialty contractors who are licensed to perform the services required by the Client and will, upon request of Client, serve as Client's liaison with a licensed general contractor or a licensed specialty contractor hired by Client. In connection with EPW's service as Client's liaison with a licensed general contractor or a licensed specialty contractor hired by Client, EPW shall provide such contractor with access to the service location. If requested to do so by Client, EPW will provide a representative to remain at the service location while services are provided by the licensed general contractor or licensed specialty contractor hired by Client. EPW will not undertake to supervise the manner in which the licensed general contractor or licensed specialty contractor hired by Client performs the work required by the Client. EPW does not guarantee and shall not have any legal responsibility for work performed by the licensed general contractor or licensed specialty contractor hired by Client, and EPW shall not be responsible for any losses, liabilities, damages, costs or expenses incurred or suffered by Client as a result of the performance of services by a licensed general contractor or licensed specialty contractor hired by Client. Client understands and acknowledges that EPW is not a licensed property manager and that EPW will not undertake to contract with tenants on Client's behalf for the lease of Client's property and will not collect any rents on behalf of Client. Client further understands and acknowledges that EPW is acting as an independent contractor when providing services to or for the benefit of Client pursuant to this Agreement. Nothing contained in this Agreement shall be construed to create a relationship of employer/employee, partnership, or joint venture between the Client and EPW.
6. **NOTIFICATION TO CLIENT & HOLD HARMLESS:** If, during the course of providing services, EPW 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, EPW will notify Client via telephone, email or mail and will notate item on Inspection Report. If an emergency or suspicious situation exists which, at EPW's sole discretion, places Client's subject property in immediate risk of damage, EPW 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 EPW harmless from the costs of repairs authorized by this provision and the liability of any contractors or repairmen so engaged. EPW will engage only licensed and insured contractors or repairmen. EPW 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 EPW (and its employees, officers, directors, agents, successors and permitted assigns) and hold EPW 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.
7. **HURRICANE SHUTTERS & STORM PREPARATION:** Upon Client's request, EPW 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 EPW 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, EPW will be exempted from responsibility if an official evacuation (due to potential natural disaster, act of terrorism, etc.) has been



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issued prior to storm services being provided.

8. **NO GUARANTEES:** Our services are for observation and reporting only. It is impossible for us to guarantee the safety or condition of your home. We also cannot warrant against break-in, vandalism or other acts of nature. Anything can happen at any time. The purpose of our service is scheduled observation and inspection, which increases the chances of early problem detection before damage is created. Should a false alarm occur, we shall not be responsible for any costs incurred as a result of the false alarm while following Client's instructions for alarm operation.
9. **DAMAGE, MISSING OR BROKEN ITEMS:** Unless actually caused by our negligence, EPW is not responsible for any damage to the property, or missing items, switched, lost, damaged or stolen under any circumstances including but not limited to theft, vandalism, negligence of invited or uninvited individuals, or acts of nature. In such events Client agrees to look solely to its homeowner's insurance for recovery.
10. **APPROVALS AND AUTHORIZATION:** Client herein agrees and contracts with EPW for the services stated in the Service Agreement form and for all other services as requested by Client herein or future requested and for such services rendered. Client attests to having full ownership and/or authorization to contract services as the homeowner of title or deed to said property. Client has further full authority to permit home and property access including all gated community access points. Client shall be responsible to inform all home and community security entities of agreement to have EPW personnel enter the community and access the premises. False, inaccurate or incomplete information shall be the responsibility of the Client and shall void all responsibility of EPW.
11. **CONFIDENTIAL INFORMATION:** We at EPW respect our Clients' confidential information and privacy. Any information collected by EPW will only be used internally by us. We will never make available any information to third parties with the exception as required by law.
12. **MOLDS AND MILDEWS:** EPW will look for signs of molds and mildews but at no time will EPW remediate or remove any mildews or molds. EPW will also not be liable for any damage sustained by mold or mildew.
13. **PRICING:** Initial pricing is specified in Price List of this Agreement. EPW reserves the right to periodically adjust pricing. In such event, EPW will notify Client in writing via email or mail. If Client chooses to not accept price increase, EPW reserves the right at its discretion to terminate this agreement.
14. **OCCUPYING PROPERTY:** Client must notify EPW in advance in writing when property will be occupied. If EPW arrives at property and cannot complete inspection due to occupants, EPW will charge owner an extra trip charge.
15. **HOURS OF OPERATION:** Standard business hours of operation are daily 8am-5pm EST. However, given the nature of business, EPW is available after hours for scheduled additional services. In the event that an emergency arises outside standard business hours, EPW will make all efforts to be available after hours and weekends for emergencies.
16. **SECURITY:** EPW 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 EPW to their alarm monitoring company's contact list to avoid potential complications should an emergency arise. Client must also disclose all active video surveillance camera locations within the property.
17. **ARBITRATION AND GOVERNING:** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be decided by arbitration in Lee County pursuant to Florida law and in accordance



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with the Rules of the American Arbitration Association then in effect, unless the parties mutually agree otherwise. Both parties may initiate arbitration and this agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. Notice of the demand for arbitration shall be filed in writing with the other party to this contract and with the American Arbitration Association. The location of the arbitration proceedings shall be in the county in which EPW maintains its principal place of business. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any Court having jurisdiction.

#### 18. NOTICES:

- a. All notices, requests, demands and other communications hereunder shall be in writing, shall be signed by the party giving such notice, and shall be transmitted by: (i) hand delivery to the address for Notices; or (ii) delivery by overnight courier service to the address for Notices; or (iii) delivery by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the address for Notices. If a party has designated an E-mail address below, a party may transmit any notice, request, demand, or other communication by delivery to the party's designated an E-mail address.
- b. All Notices shall be deemed given and effective upon the earlier to occur of: (i) the hand delivery of such Notice to the address for Notices; (ii) one business day after the deposit of such Notice with an overnight courier service by the time deadline for next day delivery addressed to the address for Notices; or (iii) three business days after depositing the Notice in the United States Mail as set forth in (a)(iii) above. If Notice is provided by E-mail, Notice shall be deemed given and effective upon delivery to a party's designated E-mail address. All Notices shall be addressed to the following addresses:

Client Designated E-mail Address: jjclient@gmail.com,

Client Designated Mailing Address: 1234 S. Oak St., Orland Park, IL 60462,  
or to such other person and place as the Client shall furnish to EPW, in writing.

EPW Designated E-mail Address: ed@eyepropertywatch.com,

EPW Designated Mailing Address: 18670 Cypress Haven Drive, Fort Myers, FL 33908,  
or to such other person and place as EPW shall furnish to the Client, in writing.

19. TERMINATION OF AGREEMENT: Either party to this Agreement may terminate this Agreement upon thirty (30) days' written notice to the other party hereto in the manner set forth in the immediately preceding paragraph. Termination of this Agreement shall not relieve any party from obligations incurred prior to the date of termination of the Agreement including Client's obligations for payment of service fees, expenses, interest, late fees and collection costs, including reasonable attorney's fees incurred by EPW.

20. COMPLETE AGREEMENT/AMENDMENT AND MODIFICATION: This written Agreement constitutes the full and complete agreement between Client and EPW and supersedes any and all prior or contemporaneous oral or written understandings or agreements between the parties concerning the subject matter of this Agreement. There are no representations, agreements, arrangements or understandings, oral or written, between the parties hereto relating to the subject matter of this Agreement that are not fully expressed herein. No modification or amendment of this Agreement and no waiver of any of its terms and conditions shall be effected unless made in writing and signed by all parties hereto.

21. APPLICABLE LAW/PARTIAL INVALIDITY: This Agreement shall be construed and enforced in accordance with the laws of Florida. If any covenant, condition, or provision of this Agreement shall be adjudged by a



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court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, but shall be valid and enforceable to the fullest extent permitted by law.

22. COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall constitute one and the same instrument.

23. 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.

I have read, signed and received a copy of this Service Agreement and understand and accept its terms.

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

Eye Property Watch, LLC

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Ed Lode, Principal



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## Standard Inspection Service Package

- 👁️ Check exterior of structure, including roof & gutters, for security and maintenance issues.
- 👁️ Check yard and landscaping for signs of needed maintenance.
- 👁️ Check irrigation clock for accurate date & time setting.
- 👁️ Check pool, pool equipment and pool remote panel for signs of improper operation.
- 👁️ Remove mail, flyers, newspapers, packages and other evidence of vacancy.
- 👁️ Verify that all doors and windows are properly secured.
- 👁️ Visual inspection for signs of insects and rodents.
- 👁️ Check that A/C is cooling properly and reset thermostat and humidistat settings.
- 👁️ Check accessible A/C air handler drip pan(s).
- 👁️ Check refrigerator(s), freezer(s) and ice maker(s) for issues.
- 👁️ Run faucets, showers, tubs, sink disposals and flush toilets bi-weekly.
- 👁️ Run dishwasher(s) monthly.
- 👁️ Check for evidence of water leaks or damage and check for visual signs of mold and mildew.
- 👁️ Check electric panel for tripped breakers.
- 👁️ Verify electric water heater(s) and ice maker(s) are turned off.
- 👁️ Return main water valve to off position after each inspection (unless otherwise directed).
- 👁️ Complete Inspection Record after each inspection.

Report any abnormalities found promptly to client.



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## Current Price List for Common Services

(Subject to change with 30-day prior notice)

<i>Size / Inspection Frequency</i>	<i>Weekly Fee*</i>	<i>Bi-Weekly Fee</i>
Condo/Townhome	\$25	\$31
Less than 3,500 sf	\$31	\$38
3,500 – 4,499 sf	\$38	\$44
4,500 – 5,499 sf	\$44	\$50
5,500 sf and up	\$50	\$57

<i>Other Optional Services:</i>	<i>Fee/Rate</i>
Extra trip: Scheduled (15 minute)	\$13
Extra trip: Unscheduled (15 minute)	\$19
Extra trip: Emergency/Evening (15 minute)	\$25
Extra trip: Respond to house alarm	\$75
Extra trip: Trash container handling – in or out	\$12
Wait time: Scheduled (charged in 1/4-hour segments)	\$40 per hour
Wait time: Unscheduled (charged in 1/4-hour segments)	\$50 per hour
Wait time: General availability (i.e., large vendor arrival window)	\$30 per hour
Labor involved time: Scheduled (charged in 1/4-hour segments)	\$50 per hour
Labor involved time: Unscheduled (charged in 1/4-hour segments)	\$60 per hour
Labor involved time: Shutter installation/removal (charged in 1/4-hour segments)	\$75 per hour
Task: Battery replacement (plus cost of batteries)	\$12
Task: Mail packaging & forwarding (plus cost of postage)	\$12
Task: Remote mailbox check	\$6
Task: Water plants	\$6
Vehicle: Start/Run (10-15 minutes)	\$6
Vehicle: Drive (+/- 1 mile)	\$12
Vehicle: Handle car transport	\$70