

## SERVICES AGREEMENT

Effective \_\_\_\_\_, **Maui Property Managers LLC., a Hawaii limited liability company** (“MPM”) and \_\_\_\_\_ (“Client”) agree as follows:

1. Services; Payment; No Violation of Rights or Obligations. MPM agrees to undertake and complete the Services as defined in Exhibit “A” (hereinafter “Service” or “Services”) in accordance with the payment terms specified in Exhibit B. Any additional Services shall be numbered sequentially (e.g., A-1, A-2) and be a part of the Services under this Agreement. As the only consideration due to MPM regarding the subject matter of this Agreement, Client will pay MPM as (and only as) expressly stated in Exhibit B. Unless otherwise specifically agreed upon by Client in writing (and notwithstanding any other provision of this Agreement), all activity relating to Services will be performed by and only by employees of MPM or others contracted by MPM.

2. Ownership; Rights; Proprietary Information; Publicity. Client warrants and represents that Client owns all right, title and interest to the real property located at \_\_\_\_\_ at which MPM will provide the Services described in Exhibit A attached hereto and Client agrees that it shall provide MPM all necessary keys, codes and clickers to allow MPM the ability to fully access said real property. Client further warrants and represents that they have maintained property insurance with a minimum of \$1,000,000 in general liability coverage for the duration of this Agreement. Client agrees to provide proof of such insurance upon request.

3. Warranties and Other Obligations. MPM represents, warrants and covenants that: (i) the Services will be performed in a professional and workmanlike manner and that none of such Services nor any part of this Agreement is or will be inconsistent with any obligation MPM may have to others; (ii) all work under this Agreement shall be performed by MPM, an employee of MPM or other provider of the Services contracted by MPM (at the sole expense of Client); (iii) MPM shall comply with all applicable laws and applicable safety rules in the course of performing the Services; and (iv) if MPM’s work requires a license, MPM has obtained that license and the license is in full force and effect or MPM has confirmed that the contracted provider of any of said Services has such. (v) MPM shall maintain appropriate insurance coverage, including but not limited to, liability insurance and workers' compensation insurance, during the term of this Agreement. MPM shall provide proof of such insurance upon request.

4. Termination. Client may terminate this Agreement at any time, with or without cause, upon 30 days’ written notice. Client shall upon such termination pay MPM all unpaid amounts due for the Services completed prior to notice of such termination.

5. Relationship of the Parties; Independent Contractor; No Employee Benefits. Notwithstanding any provision hereof, MPM is an independent contractor and is not an employee, agent, partner or joint venturer of Client and shall not bind nor attempt to bind Client to any contract. MPM shall accept any directions issued by Client pertaining to the goals to be attained and the results to be achieved by MPM, but MPM shall be solely responsible for

the manner and hours in which the Services are performed under this Agreement. MPM and its employees shall not be eligible to participate in any of Client's employee benefit plans, fringe benefit programs, group insurance arrangements or similar programs, if any. Client shall not provide workers' compensation, disability insurance, Social Security or unemployment compensation coverage or any other statutory benefit to MPM or its employees. MPM shall comply at MPM's expense with all applicable provisions of workers' compensation laws, unemployment compensation laws, federal Social Security law, the Fair Labor Standards Act, federal, state and local income tax laws, and all other applicable federal, state and local laws, regulations and codes relating to terms and conditions of employment required to be fulfilled by employers or independent contractors.

6. Assignment. This Agreement and the Services contemplated hereunder are personal to MPM and MPM shall not have the right or ability to assign or transfer any rights or obligations under this Agreement, other than as stated herein, without the written consent of Client. Any attempt to do so shall be void. Client may fully assign and transfer this Agreement in whole or part only with MPM's prior written consent.

7. Notice. All notices under this Agreement shall be in writing and shall be deemed given (a) when personally delivered, (b) when sent by electronic mail to the address set forth herein, as updated from time to time by notice to either party hereto; if not, then on the next business day or (c) three days after being sent by prepaid certified or registered U.S. mail to the address of the party to be noticed as set forth herein or to such other address as such party last provided to the other by written notice.

8. Miscellaneous. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. This Agreement represents the entire understanding between the parties with respect to the subject matter hereof to the exclusion of all other terms and conditions, and no changes, additions, modifications or waivers to this Agreement will be effective unless in writing and signed by both parties. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of Hawaii without regard to the conflicts of laws provisions thereof. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

9. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof, provided however, that each party will have a right to seek injunctive or other equitable relief in a court of law. The prevailing party will be entitled to receive from the non-prevailing party all costs, damages and expenses, including reasonable attorneys' fees, incurred by the prevailing party in connection with that action or proceeding, whether or not the controversy is reduced to judgment or award. The prevailing party will be that party who may be fairly said by the arbitrator(s) to have prevailed on the major disputed issues. MPM and Client hereby consent

to the arbitration in the State of Hawaii.

10. Emergency Repairs Authorization. In the event of an emergency, such as major pipe breaks, fires, or other urgent situations requiring immediate action, and where contacting the Client is not feasible, MPM (or its authorized agent) is authorized to proceed with necessary repairs. Any extra costs incurred for such emergency repairs will be reimbursed by the Client, who will pay such costs directly. MPM shall provide a detailed report of the emergency and the repairs performed as soon as reasonably possible.

11. Limitation of Liability. MPM's liability for any claim arising out of or related to this Agreement shall be limited to the amount of fees paid by the Client to MPM under this Agreement. MPM shall not be liable for any indirect, consequential, or punitive damages.

12. Insurance Requirements. MPM shall maintain appropriate insurance coverage, including but not limited to, liability insurance and workers' compensation insurance, during the term of this Agreement. MPM shall provide proof of such insurance upon request.

13. Indemnification. Client agrees to indemnify, defend, and hold harmless MPM, its employees, and agents from and against any and all claims, liabilities, damages, and expenses (including reasonable attorneys' fees) arising out of or related to Client's breach of this Agreement, or any negligence or willful misconduct by Client.

14. Force Majeure. Neither party shall be liable for any failure to perform its obligations under this Agreement due to circumstances beyond its reasonable control, including but not limited to, natural disasters, war, acts of terrorism, or governmental actions.

ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement of Client and MPM and supersedes all oral and written agreements and understandings made and entered into by the parties heretoprior to the date hereof. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon either party unless reduced to writing and signed by each of them.

\_\_\_\_\_ **MAUI PROPERTY MANAGERS LLC:**

By: \_\_\_\_\_ By: \_\_\_\_\_

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

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

\_\_\_\_\_

Email Address: \_\_\_\_\_ Email Address: \_\_\_\_\_

## EXHIBIT "A"

### SERVICES TO BE PERFORMED

**Property Location:**

**Term for Services:** Until Canceled

**Frequency/Time(s):** Monthly

MPM will endeavor to accommodate Client's desire to schedule additional Services, date(s) and location(s), and Client agrees to pay for costs relating to the same as agreed upon in advance and in writing by both parties.

#### **Summary of Services: HOME CARE**

1. (A-1) Maintenance & Scheduling
  - a. Emergency Point of Contact
  - b. Delivery attendance
  - c. Utility set up or coordination
  - d. Coordination of minor repairs & maintenance
    - i. Interior
    - ii. Exterior
    - iii. Pool
    - iv. Landscaping
    - v. Solar
  - e. Mail check (as requested)
  - f. Vehicle check (as requested)
2. (A-2) Home Preparation Coordination
  - a. Pre arrival cleaning
  - b. Pre arrival inspection
  - c. Personal shopping (before each arrival)
  - d. During stay cleaning
  - e. Departure cleaning
  - f. Departure inspection
3. (A-3) Vacancy Inspection
  - a. Documented interior exterior vacancy inspection (2x/month)
    - i. If home is vacant
4. (A-4) Major Renovations
  - a. Any alteration, repair or addition to property above normal wear and tear (ex. new flooring, bathroom remodel, major leak, re-paint, re-landscape, pool resurfacing, kitchen remodel, etc.)

**EXHIBIT "B"**

**PAYMENT FOR SERVICES**

1. (A-1, A-2, A-3): Client agrees to pay MPM (\$ \_\_\_\_\_) per month for Services. This cost is inclusive of all travel, coordination, and site visitation time for Services. This does not include the costs of any third-party vendors or personal shopping items, which will be paid directly by Client.
  
2. (A-4): Client agrees to pay MPM ten percent (10%) of any Major Renovation that MPM quotes & coordinates on behalf of Client.

## PROPERTY INTAKE INFORMATION

### OWNER INFORMATION

Primary Owner Information

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

How did you find us: \_\_\_\_\_

Emergency Contact Information

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

### HOME INFORMATION

Type of Property: \_\_\_\_\_

Year Built: \_\_\_\_\_

Any Repairs Required: \_\_\_\_\_

Any Knowledge of Lead Paint: \_\_\_\_\_

	Main Home	Ohana
# of Bedrooms		
# of Baths		
Square feet		
Gas Shutoff Location		
Water Shutoff Location		
Electrical Shutoff Location		
Circuit Breaker(s) Location		
Water Heater Location		
Water Heater Type		
Mailbox Location		
Mailbox Number(s)		
Storage Locker Location		
Storage Locker Number(s)		
Type of Parking		
Parking Location		
Parking Stall Number(s)		
Front Door Code		
Lockbox Code		
Community Gate Code		
Property Gate Code		
Garage Gate Code		
Alarm Code		
Alarm Password		

**VENDOR INFORMATION**

Do you have pest control: \_\_\_\_\_ Do you want quarterly pest control: \_\_\_\_\_

	Name	Phone	Email
Home Association			
Landscaping			
Internet			
Cable			
Gas			
Electrical			
A/C			
Water			
Sewage			
Waste			
Pool			
Pest			
Alarm Company			
Gate Company			
Solar			