



web page <http://www.hiltonheadislandhomewatch.com>

HOME WATCH LINE OF SITE ASSIGNED PURPOSE SERVICE AGREEMENT

COMPANY: **Hilton Head Island Home Watch, Inc.** **843.816.0601 (M)**
ADDRESS P. O. Box 23581 hhihwatch@gmail.com
CITY, ST, ZIP Hilton Head Island, SC 29925

CLIENT: **BILLING / INVOICE:**
Name **XXX** **XXX**
Company: **XXX** **XXX**
Address **xxx** **xxx**
City, ST, Zip **xxx** **xxx**

EMAIL ADDRESS(S):

BEST PHONE NUMBER:

PATROL SERVICE ADDRESS / LOCATION:

Address **xxx**
City, ST, Zip **xxx**

(Please read carefully before agreeing / initialing / authorizing signing)

For a fee of **\$50.00 per patrol** COMPANY and CLIENT agree to have COMPANY conduct an assigned purpose home watch, made this _____ day of _____, **2016, Hilton Head Island Home Watch, Inc.** and _____ CLIENT (hereafter referred to as CLIENT) sets forth the terms and conditions which the parties hereto have agreed upon concerning home/property which services to be provided by **Hilton Head Island Home Watch, Inc.** to the CLIENT at The following patrol location:

PATROL SERVICE LOCATION: _____

1. Engagement - ANNUAL

CLIENT hereby hires and engages **Hilton Head Island Home Watch, Inc.** and perform HOME WATCH ASSIGNED PURPOSE SERVICE agrees to perform line of site basic home/property watch service(s) at the location set forth above, which services shall be performed in accordance with the service schedule set forth on Line of Site Exhibit "A" that is attached hereto and incorporated herein. For the purposes of this Agreement, basic line of site home/property watch services shall consist of the following services which shall be performed by **Hilton Head Island Home Watch, Inc.:**

Line of Site Exhibit "A"

- A. ORIENTATION INTERVIEW – PHOTO DOCUMENT, ESTABLISH BASE LINE PROPERTY CONDITION
- B. CREATE AN INITIAL CUSTOMIZABLE ELECTRONIC QRID QUESTIONNAIRE FROM CATEGORY TEMPLATES; FOR CLIENT APPROVAL.

MOST POPULAR START TEMPLATE CATEGORIES:

Observe: ORIENTATION PATROL PHOTO / VIDEO DOCUMENTATION (INITIAL PATROL)
Observe: PATROL ACCESS
Observe: EXTERIOR CLIMATIC CONDITION
Observe: PROPERTY ENTRY
Observe: GROUNDS
Observe: POOL(S) / SPA(S)
Observe: EXTERIOR PROPANE EQUIPMENT
Observe: EXTERIOR – ELECTRICAL MECHANICAL EQUIPMENT
Observe: ROOF(S)
Observe: RAISED FOUNDATION MAIN HOUSE
Observe: EXTERIOR MAIN HOUSE
Observe: EXTERIOR – NATURAL GAS / PROPANE APPLIANCE(S)
Observe: INTERIOR CLIMATIC CONDITION
Observe: INTERIOR MAIN HOUSE
Observe: INTERIOR – NATURAL GAS / PROPANE APPLIANCE(S)
Observe: UNFINISHED AREA(S)
Observe: UNFINISHED AREAS CONTAINING – ELECTRICAL MECHANICAL EQUIPMENT
Observe: MAIN HOUSE BREAKERS AND PASSIVE PERSONAL SAFETY
Observe: AUTOMOBILE GARAGE
Observe: VEHICLE(S)
Observe: FREE STANDING BUILDING

- C. REPORT PATROL INTERVAL

ADVISORY TO CUSTOMER:

Please due to my experience and privilege to serve; any special concerns by you the Client should be listed in a specific detail concern(s) list created by you.

CLIENT SPECIAL CONCERN(S) LIST:

COMPANY PLEASE REFER TO ATTACHED SPECIAL CONCERN LIST INITIAL _____ DATE _____

OR

COMPANY IF NO SPECIAL CONCERN(S) CLIENT INITIAL _____ DATE _____

From time to time **Hilton Head Island Home Watch, Inc.** may have to take emergency action. CLIENT by initial this paragraph, has indicated to **Hilton Head Island Home Watch, Inc.** PRE-Authorization to act and stabilize an unusual, irregular circumstance, moisture intrusion from plumbing water zone matters, storm events and / or similar unexpected events.

_____ (CLIENT Initials) _____ **Hilton Head Island Home Watch, Inc.** (Initials)

2. Term of Agreement

The parties agree that the term of this Agreement shall commence and shall continue for a period of three hundred sixty five days and auto renew for a three hundred sixty five day period on the commencement anniversary date thereafter, consecutively unless notified in writing thirty days prior to commencement date.

3. Compensation and Reimbursement of Expenses and payment

- A. CLIENT shall compensate **Hilton Head Island Home Watch, Inc.** fee of \$50.00 per basic patrol. Client acknowledges a report earns a fee.
- B. CLIENT shall compensate **Hilton Head Island Home Watch, Inc.** during normal operation hours for emergency call outs at an hourly rate of \$75.00.
- C. CLIENT shall compensate **Hilton Head Island Home Watch, Inc.** during non-normal hours emergency call outs at an hourly rate of \$125.00.
- D. CLIENT shall compensate **Hilton Head Island Home Watch, Inc.** supplemental third party service per separate agreement.
- E. CLIENT shall pay **Hilton Head Island Home Watch, Inc.** invoices within ten days of the invoice date.

4. Access devices to Service Location / Return of Devices

- ⇒ Keys – **Hilton Head Island Home Watch, Inc.** requires two originals per access, provided by CLIENT
- ⇒ Security Code – Documents
- ⇒ Other _____

Upon the termination of this Agreement, **Hilton Head Island Home Watch, Inc.** shall promptly return, at CLIENT expense, any and all Keys, Security Code – Documents to the billing address.

Company Authorizing Initial _____
President

A LINE OF SITE HOME WATCH SERVICE WAS ORDERED

Hilton Head Island Home Watch, Inc., identified above, as used in this agreement and report, means the organization (corporation), its employees, its subcontractors, its agents, the patrol reporter and any other person or company who represents the company.

A LINE OF SITE PATROL IS INTENDED TO ASSIST IN EVALUATION OF THE OVERALL GENERAL CONDITION OF THE PROPERTY AND DWELLING(S). This will be a limited visual line of site observation, exposed elements of major

components of the home and substantial deficiencies may exist and not be detected because of the limited nature of such a line of site observation. THE REPORT IS BASED ON OBSERVATION OF THE VISIBLE AND APPARENT CONDITION OF THE BUILDING AND ITS COMPONENTS ON THE DATE OF THE INSPECTION, at the time of the inspection. Most HOME WATCH PERSONAL are not licensed structural engineers, licensed contractors, they are generalists. IF YOU'RE HOME WATCH REPORTER IS NOT A LICENSED STRUCTURAL ENGINEER OR OTHER LICENSED PROFESSIONAL WHOSE LICENSE AUTHORIZES THE RENDERING OF AN OPINION AS TO THE INTEGRITY OF A BUILDING OR ITS OTHER COMPONENT PARTS, YOU MAY BE ADVISED TO SEEK A PROFESSIONAL OPINION AS TO ANY DEFECTS OR CONCERNS MENTIONED IN THE REPORT. CONSEQUENCE NOT TAKING ACTION FULLY LIES WITH THE CLIENT. The patrol person is not required to climb on the roof. The patrol reporter does not routinely perform invasive procedures: equipment, items and systems will not be dismantled. The patrol reporter only uses normal operating devices. Patrols will be made to see if a component is doing its major function, not minor functions. Maintenance and other client actions may be discussed as a result from indicators for unusual, irregular and/or anomalies reported.

TOTALLY EXCLUDED: This is not a compliance inspection or certification for past or present governmental codes, rules or regulations of any kind. NO search or check of municipal records is included. Latent, hidden and concealed defects and deficiencies are excluded from the report. NO warranty or guarantee of the structure or components is made or implied by **Hilton Head Island Home Watch, Inc.** The report does not address and are not intended to address the presence, or danger from any potentially harmful substance and environmental hazards including but not limiting to radon gas, carbon monoxide, lead, lead paint, asbestos, urethane, formaldehyde, water quality, toxic or flammable chemicals or gasses and water and airborne hazards. Also excluded from this report are pools safety, wells, on site and off site sewage disposal systems, security systems, central vacuum systems, water conditioning equipment, landscape lighting system, sprinkler systems including lawn sprinklers and fire sprinklers, fire and other safety equipment. This is not an inspection for the presence or absence of rodents, termites and other wood destroying insects or organisms, but if observed they may be reported. Report is not an evaluation for past, present or future, business, commercial or industrial use.

The ordered home watch service does **NOT** determine property insurability.

COLLECTIONS: The CLIENT agrees to pay any and all fees, costs and legal fees related to the collection of any invoice. Payment is expected upon report delivery, within ten days – service report rendering. Delivery constituted by deposit in US mail and/or agent and/or authorized billing email address.

DISPUTES: No lawsuit or other type of claim of any kind arising out of or in any way relating to this agreement, the report shall be made unless each of the following conditions is satisfied first, in order:

1. **Date by which notice of claim must be given.** Written notice of the claim must be given to **Hilton Head Island Home Watch, Inc.** on or before the 180 the day after the date of a report. The notice shall: (a) describe the claim including what CLIENT believes **Hilton Head Island Home Watch, Inc.** did or failed to do. (b) why CLIENT believes **Hilton Head Island Home Watch, Inc.** is responsible, (c) what CLIENT believes **Hilton Head Island Home Watch, Inc.** should do about it and (d) offer to allow **Hilton Head Island Home Watch, Inc.** to inspect as required in the following paragraph. Notice shall be sent by first class mail to the **Hilton Head Island Home Watch, Inc.** address as set forth in this agreement.

2. **Right to re-inspect.** If CLIENT believes **Hilton Head Island Home Watch, Inc.** made a mistake, before making any repairs or alterations related to the alleged mistake, CLIENT shall notify **Hilton Head Island Home Watch, Inc.** and provide **Hilton Head Island Home Watch, Inc.** a reasonable opportunity to inspect the portion of the property related to the alleged mistake.

3. **Negotiation.** If a dispute has not resolved as a result of the re-inspection or NOT:

A. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this agreement, the report promptly by negotiation. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within 15 days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and the response shall include a statement of each party's position and a summary of arguments supporting that position. Within 30 days after delivery of the disputing party's notice, both parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored.

B. If the matter has not been resolved within 30 days of the disputing party's notice, or if the parties fail to meet within 30 days, either party may initiate mediation of the controversy or claim as provided herein after.

C. All negotiations pursuant to this clause are confidential and shall be treated as compromised and settlement negotiations for purposes of the rules of evidence.

4. **Venue.** CLIENT agrees venue is in Beaufort County, South Carolina and South Carolina law prevails.

5. **Arbitration.** If the dispute has not been resolved by negotiation as provided herein, the parties shall endeavor to settle the dispute by binding arbitration under the Construction Arbitration Services, Inc. The CLIENT additionally agrees to pay any and all cost, expenses, room costs and related arbitrators costs, expenses, lodging, travel, food and the like and further agrees not to claim aforesaid against the **Hilton Head Island Home Watch, Inc.**

6. **Lawsuit.** If the dispute has not been resolved by mediation after one session with a neutral, and if each of the other conditions set forth in this Paragraph have been properly and fully satisfied, then either party may file a lawsuit or other type of claim provided it is filed within the time period set forth below.

7. **Time within which lawsuit must be filed or be forever barred.** No lawsuit or other type of claim arising out of or in any way relating to this Agreement, the report may be filed unless it is filed within one year of the date of this agreement and unless and until each of the preconditions listed in this paragraph is fully and properly satisfied.

8. **Limitation on Damages.** The purpose of this provision is to limit the amount of money damages that CLIENT may claim and recover from **Hilton Head Island Home Watch, Inc.** The maximum amount of money that CLIENT may claim and recover is hereby limited to the greater of two times the fee paid by CLIENT to **Hilton Head Island Home Watch, Inc.** under this agreement or \$1,000.00, whichever is greater. This limitation applies to every type of claim or cause of action arising out of or in any way relating to this Agreement, the inspection or report or patrol, including but not limited to breach of contract, negligence, negligent misrepresentation and violations of any Unfair Trade Practices Act. This limitation does not apply to any claim for vexatious or similar type of claim by **Hilton Head Island Home Watch, Inc.** against CLIENT or Client's lawyer.

SUPPLEMENTAL SERVICE AVAILABLE:

If investigative "**REDFLAG**" UNUSUAL, IRREGULAR condition(s) is recognized, an offer for further data collection by separate addendum instruction, respective to the level of the patrol report, maybe recommended. A more extensive inspection and report are optionally available to CLIENT for a fee, with the requirements of access to the property, to allow data collection and/or authorized a protocol inspection. Some data collections are **invasive**.

ADDITIONAL SUPPLEMENTAL SERVICES

In additional to the basic line of site home watch service, CLIENT may engage **Hilton Head Island Home Watch, Inc.** to perform one or more of the following supplemental service(s) as needed by the CLIENT from time to time:

EXAMPLES:

- ⇒ ROUTINE HANDYMAN REPAIRS, MAINTENANCE SERVICE PROVIDERS – PROPERTY ACCESS, CLOSURE
- ⇒ THIRD PARTY LIAISON – CODE REPORTING – MAJOR CONSTRUCTION REPAIRS / ADDITIONS
- ⇒ COMPUTER AID DESIGN - C.A.D. DRAFTING SERVICE
- ⇒ TOWN of HILTON HEAD (HHI ONLY) EMERGENCY PERMITTING APPLICATION
- ⇒ STORM PRE / POST PREPARATION
- ⇒ KEY HOLDING SERVICE
- ⇒ INFRARED THERMAL IMAGE SURVEY - PHOTO READILY ACCESSIBLE (EXTERIOR / INTERIOR) BUILDING COMPONENT, SURFACE COLLECTION (NON-INVASIVE) - per THE SNELL GROUP TRAINING & ASNT American Society for Nondestructive Testing RECOMMENDATION (THERMOGRAPHY SHOULD NOT BE CONSIDERED AS A CLADDING INSPECTION)

9. CLIENT agrees, in the event then **Hilton Head Island Home Watch, Inc. personal** is called to testify in any adjudication including, but not limited to a court case, arbitration or mediation, in which the patrol person or spesific inspector is not a party in the action, the CLIENT agrees to pay the **Hilton Head Island Home Watch, Inc. \$125.00 per hour** for all the time spent in this regard. For billing purposes time shall be calculated, including gathering documents and portal to portal travel, plus any direct out of pocket cost plus twenty per cent (20%). Payable upon service rendered and invoice presented to last known billing address.

Acceptance and understanding of this agreement are hereby acknowledged:

CLIENT, by signing below, also acknowledges receipt of a copy of the agreement:

CLIENT **XXXX**

DATE

REPRESENTING **Hilton Head Island Home Watch, Inc.**
ADAM MCCLUSKY, PRESIDENT

DATE

CLIENT RETURN SCAN TO hhihwatch@gmail.com