

J&M HOME MANAGEMENT AGREEMENT

Name: _____
Address: _____

Email: _____
(the "Member")

J&M HOME MANAGEMENT, LLC
1120 36th Ave North
St. Petersburg, FL 33704
info@jmhomemanagement.com
(the "Service Provider")

THIS GENERAL SERVICE AGREEMENT (the "Agreement") is between the Member and Service Provider as listed above. The Member is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services to the Member. The Service Provider is agreeable to providing such services to the Member on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Member and the Service Provider (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

1. The Member hereby agrees to engage the Service Provider to provide the Member with services (the "Services") as elected by marking and/or placing their initials on the attached Service Election Form. The Services will also include any other tasks which the Parties may agree on. The Service Provider hereby agrees to provide such Services to the Member. By signing below, The Member authorizes Service Provider and its representatives to enter the premises listed above for the purpose of providing the services Member has reflected on the attached Service Election form or as required to perform mutually agreed additional tasks.
2. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect for 1 year. The Term of this Agreement is automatically renewable and Service Provider will provide notification of this renewal on an annual basis. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide thirty (30) days written notice, sent by certified mail, to the other Party. Service Provider will receive payment for all services provided up to termination; all pre-paid monies will be prorated and refunded within 30 days of written notification.
3. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect. Member agrees to execute any documentation required by Member's property owner's association, subdivision, and/or by Service Provider which may be required for the Service Provider to provide requested services. Failure to execute the necessary documents will not excuse payment to Service Provider.
4. For the services rendered by the Service Provider as required by this Agreement, the Member will provide compensation (the "Compensation") to the Service Provider per the rates listed in the current Service Election Form. Invoices will be sent via email on or before the first of each month. Compensation will be payable upon receipt of the invoice. In connection with providing the Services hereunder, the Service Provider will be reimbursed for any purchases made upon request and on behalf of the Member including, but not limited to, groceries. The Service Provider will furnish statements and vouchers to the Member for all such expenses. The Member will pay a surcharge on any late payment over 10 days in the amount of 1.5% of the late amount. A fee of \$25 will be incurred for returned checks.
5. If, during the course of providing services, Service Provider discovers or is notified in writing that any item, mechanical system, or device (Air conditioning, Plumbing, Electrical, Pool or Sprinkler System), structural component (roof, floor, wall, doors, windows) or personal property is in need of repair, Service Provider will first notify Member in writing, if email address has been provided, then by phone. If an emergency or suspicious situation exists which, at Service Provider's sole discretion, places Member's subject property in immediate risk of further damage, Service Provider is authorized as my agent to immediately engage services for the repairs necessary to protect Member's property. Member agrees to pay for and hold Service Provider harmless from the costs of repairs authorized by this provision and the liability of any contractors or repairmen so engaged. It is understood that Service Provider does not warranty any services or repairs made by these service companies.
6. If Storm preparation services are requested, Service Provider will be exempted from responsibility for same if an official evacuation has been issued prior to the storm services being provided. Elected Post-Storm inspections and subsequent repairs will be executed once Service Provider is able to return to the area and the area has been deemed safe by official safety personnel.
7. In providing the Services under this Agreement it is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee. The Service Provider and the Member acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

8. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement at the mailing or email addresses listed above or to such other address as any Party may from time to time notify the other.
9. Service Provider will maintain adequate level of insurance with respect to the services being provided hereunder. If requested by Member, Service Provider will provide Member with a certificate of insurance within 21 days of delivery of written request for same.
10. It is understood and agreed that the Service Provider will not be liable to the Member, or any agent or associate of the Member, for any mistake or error in judgment or for any act or omission done in good faith and believed to be within the scope of authority conferred or implied by this Agreement, not limited to the following: damage caused by sunlight, mold, mildew, wind, fire, flood, theft or burglary, accidental breakage, or any act(s) of God.
11. In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation. If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of Pinellas County and the State of Florida. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within Pinellas County in the State of Florida.
12. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party. The modification of the fee schedule will be effective upon the initiation of providing the modified service election document. If Member wishes to terminate the agreement upon receipt of the modified service election, they must provide thirty (30) days written notice, sent by certified mail, as per the Term of Agreement listed above.
13. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Florida, without regard to the jurisdiction in which any action or special proceeding may be instituted. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

Member Signature
(Member)

Date

J&M Home Management, LLC
(Service Provider)

Date