

Property Sentinel-Florida LLC

Service Agreement

This Service Agreement ("Agreement") is entered into between Property Sentinel-Florida LLC, a Florida limited liability company ("Service Provider"), and the Client identified below.

1. Client and Service Information

Client / Business Name:

Contact Person:

Phone:

Email:

Service Property Address:

Agreement Start Date:

Agreement End Date:

Scheduled Service Date(s):

Scheduled Time(s):

2. Scope of Work

Property Sentinel-Florida agrees to provide the following services:

- Periodic visual property checks / inspections
- Interior property checks
- Exterior property checks
- Scheduled vacant property checks
- Visual documentation / photographs
- Identification and reporting of visible property concerns

- Storm or weather-related property checks
- Other:

Specific Services / Instructions:

Services are limited to the items specifically listed above. Property Sentinel-Florida will not perform repairs, construction, licensed trade work, or other services outside the agreed Scope of Work unless separately authorized in writing.

Services consist solely of periodic, noninvasive visual observations of the areas expressly identified in this Agreement that are reasonably and safely accessible during a scheduled visit. Unless expressly included in the Scope of Work, Service Provider will not test equipment or systems, move furniture or stored items, enter attics or crawl spaces, access roofs, perform destructive testing, or investigate concealed conditions. Services do not include continuous monitoring, alarm monitoring, security patrols, or emergency response.

Service Provider does not warrant that the property is safe, secure, habitable, code-compliant, or free from defects, leaks, mold, pests, criminal activity, or other adverse conditions. Conditions may arise or worsen between visits. Client remains responsible for property maintenance, repairs, security, and responding to reported concerns.

Additional services require written agreement concerning scope, fees, and scheduling. Service Provider has no obligation to perform additional services until that agreement is reached.

3. Service Schedule

Service Frequency:

☐ One-time ☐ Weekly ☐ Biweekly ☐ Monthly

Other:

Preferred Service Day(s):

Preferred Time: From

to

Scheduled dates and times are service windows rather than guaranteed arrival times, unless expressly agreed otherwise in writing. Service Provider may postpone, interrupt, or decline a visit when it reasonably determines that weather, evacuation orders, road conditions, utility outages, unsafe conditions, or access restrictions prevent safe performance. Service Provider will notify Client as reasonably practicable and use reasonable efforts to reschedule.

Storm-related visits are subject to safe access, personnel availability, and any separately agreed fees. Service Provider does not guarantee a visit before, during, or immediately after a storm. Service Provider is not responsible for delay or nonperformance to the extent caused by circumstances beyond its reasonable control.

If a visit cannot be completed because Client has failed to provide access or disclose a condition preventing safe performance, the scheduled visit fee remains payable. A return visit is separately chargeable.

4. Fees and Payment Terms

The service fees and payment terms posted on that website as of the Effective Date are incorporated into and made a part of this Agreement. If there is any conflict between those fees or payment terms and the provisions of this Agreement, this Agreement will prevail.

Invoices not paid when due may be subject to a late fee of \$25 per month, to the extent permitted by applicable law.

Client must notify Service Provider in writing of any invoice dispute within five (5) days after receipt, identifying the disputed charge and the basis for the dispute. Undisputed amounts remain payable when due.

Service Provider may suspend Services upon five (5) business days' written notice if an undisputed balance remains overdue. Service Provider has no obligation to perform visits during suspension or make up missed visits without additional payment. Suspension does not waive accrued payment obligations. Service Provider is not responsible for losses resulting from the absence of Services during a suspension properly imposed under this Section, to the extent permitted by law.

Client will reimburse reasonable, documented third-party expenses authorized by Client in writing or incurred within any emergency spending authority expressly granted under this Agreement. Service Provider is not required to advance its own funds.

If a scheduled visit cannot be completed because Client has failed to provide access or disclose a condition preventing safe performance, the scheduled visit fee remains payable. A return visit is separately chargeable at the applicable agreed rate.

Service Provider may change recurring service rates upon thirty (30) days' written notice. Client may terminate the Agreement before the increase takes effect without an early-termination charge by providing written notice to Service Provider. Client remains responsible for fees earned and authorized expenses incurred through the effective termination date.

5. Client Responsibilities

Client agrees to:

- Provide accurate property and contact information.
- Provide safe and reasonable access to the property.
- Provide keys, codes, or other access information necessary to perform the Services.
- Inform Property Sentinel-Florida of known hazards, animals, security systems, or restricted areas.
- Pay all agreed fees when due.

Access Instructions:

Client represents that Client owns the property or has authority from its owner to authorize the Services, property access, and activities contemplated by this Agreement. Client authorizes Service Provider and its authorized personnel to enter the property for those purposes.

Client will maintain appropriate property and liability insurance, including any coverage or endorsements required for vacancy, extended absence, or the property's actual use. Service Provider is not an insurer, and the Services do not replace insurance or establish compliance with any insurer's inspection, occupancy, or maintenance requirements.

Client will maintain current contact information and designate an emergency contact authorized to make decisions concerning the property. Client is responsible for promptly reviewing reports, responding to communications, and arranging corrective action. Reporting a concern does not obligate Service Provider to investigate, repair, or resolve it.

Client will disclose known leaks, water intrusion, mold, infestation, structural concerns, hazardous materials, malfunctioning equipment, and other conditions material to safe performance of the Services. Client will promptly notify Service Provider of changes in ownership, occupancy, access permissions, alarm settings, utility service, emergency contacts, and any association or governmental restrictions affecting the Services. Service Provider may reasonably rely on information and instructions supplied by Client without independently verifying them.

If Service Provider observes a condition reasonably appearing to threaten imminent injury or material property damage, Service Provider may, but is not obligated to, contact Client, the emergency contact, emergency services, or an appropriate third-party vendor. When Client and the emergency contact cannot reasonably be reached, Client authorizes Service Provider to incur reasonable emergency mitigation expenses up to \$500 per incident on Client's behalf. Service Provider is not required to advance its own funds or undertake unsafe or regulated work.

Client will reimburse reasonable, documented expenses incurred within that authority and pay Service Provider's additional service fees at the agreed rates. Authorization to take emergency measures does not create a duty to discover an emergency or provide continuous monitoring.

Vendors engaged on Client's behalf are independent third parties. Unless expressly agreed in writing, Service Provider's role is limited to providing access and communicating information. Service Provider does not supervise, inspect, accept, or warrant their work and is not responsible for their acts or omissions. This provision does not excuse Service Provider's own breach of an expressly agreed obligation.

6. Term and Termination

This Agreement begins on the Agreement Start Date stated in Section 1 and will remain in effect until the Agreement End Date stated in Section 1.

Either party may terminate this Agreement by providing ten (10) days' written notice.

Property Sentinel-Florida may terminate services immediately for nonpayment, unsafe conditions, illegal activity, abusive or threatening conduct, repeated denial of access, or a material breach of this Agreement.

Upon termination, Client will pay all fees earned through the effective termination date, authorized expenses, and noncancelable third-party commitments incurred with Client's approval. Service Provider will refund prepaid fees attributable to Services not performed, less amounts properly due under this Agreement.

Upon termination, Service Provider will coordinate the return of Client's keys and access devices within five (5) business days. Client is responsible for changing access codes and revoking electronic access permissions. Service Provider has no obligation to continue property checks or monitoring after the effective termination date.

Provisions concerning accrued payments, liability limitations, indemnification, reports, dispute resolution, and other provisions intended by their nature to survive will survive termination.

7. Limitation of Liability and Disclaimers

Property Sentinel-Florida will perform the Services with reasonable care consistent with the agreed Scope of Work.

Client understands that property checks and observations are limited to conditions that are reasonably visible and accessible at the time of the visit. Property Sentinel-Florida does not guarantee the discovery of hidden, concealed, intermittent, or inaccessible defects or conditions.

Property Sentinel-Florida is not responsible for damage, loss, injury, or conditions to the extent caused by circumstances outside its reasonable control, including weather, natural disasters, acts of third parties, pre-existing conditions, concealed defects, or conditions occurring after a service visit.

Property Sentinel-Florida does not provide licensed construction, engineering, electrical, plumbing, HVAC, pest-control, security-guard, or other regulated professional services unless specifically authorized and legally permitted.

To the fullest extent permitted by law, the aggregate liability of Service Provider and its owners, officers, employees, and authorized subcontractors arising out of or relating to this Agreement or the Services will not exceed the greater of (A) \$500 or (B) the service fees paid or payable under this Agreement for the three (3) months immediately preceding the first event giving rise to the claim. Third-party expense reimbursements are excluded from this calculation.

This limit applies to all claims in the aggregate, whether based on contract, tort, including Service Provider's ordinary negligence, or any other legal theory.

Service provider will not be liable for indirect, incidental, special, consequential, exemplary, or punitive damages, or for lost profits, lost rental income, loss of business opportunity, or loss of use, whether such losses are characterized as direct or indirect, even if advised of their possibility.

These limitations do not apply to Service Provider's gross negligence, willful misconduct, fraud, or liability that applicable law prohibits the parties from limiting. They do not limit Client's payment or indemnification obligations.

Client acknowledges that the service fees reflect this allocation of risk and that Service Provider is not undertaking to insure the property or its contents.

Nothing in this Agreement is intended to waive or limit any liability that cannot legally be waived or limited under applicable law.

8. Client Indemnification

Client will indemnify, defend, and hold harmless Service Provider and its owners, officers, and employees from third-party claims, damages, liabilities, and reasonable defense costs, including attorneys' fees, to the extent caused by (A) Client's negligence or willful misconduct; (B) Client's material breach of this Agreement; (C) Client's lack of authority to authorize property access or the Services; or (D) Client's failure to disclose a known hazardous condition.

This obligation does not apply to the extent a claim is caused by the negligence or willful misconduct of an indemnified party. Service provider will promptly notify Client of a claim and permit Client to assume its defense through reasonably acceptable counsel. Client may not settle a claim in a manner imposing an admission, nonmonetary obligation, or unreimbursed payment on an indemnified party without that party's written consent.

9. Photos and Service Reports

Property Sentinel-Florida may take photographs and videos, make notes, and prepare service reports as part of the Services.

Reports and photographs are intended to document conditions observed during the service visit and are not a substitute for a licensed inspection, engineering evaluation, appraisal, or other professional assessment.

Reports, photographs, and other documentation reflect only observations made during the applicable visit and are not a comprehensive inventory or certification of property condition. They are prepared solely for Client's use in connection with the Services. No purchaser, tenant, lender, insurer, or other third party is an intended beneficiary or may rely upon them as a professional inspection or assurance of property condition.

Service Provider may retain documentation for its business records, insurance, and dispute-resolution purposes and disclose it to Client's authorized representatives, vendors as reasonably necessary to perform the Services, professional advisers, insurers, or as required by law. Service Provider will use reasonable safeguards for access credentials and nonpublic property information. Photographs or information identifying Client or the property will not be used in public marketing without Client's written consent.

10. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

To the extent permitted by applicable law, exclusive venue for litigation arising out of or relating to this Agreement will lie in the state courts located in Flagler County, Florida, or, if federal jurisdiction exists, the federal district court encompassing that county. Each party consents to personal jurisdiction in those courts.

The prevailing party in an action to enforce this Agreement is entitled to recover reasonable attorneys' fees and costs, including those incurred on appeal and in enforcing a judgment.

11. Independent Contractor and Limited Authority

Service Provider is an independent contractor and controls the manner and means of performing the Services, subject to the agreed Scope of Work. This Agreement does not create a partnership, joint venture, or employment relationship. Service Provider has authority to act on Client's behalf only to the extent expressly granted in this Agreement or separately authorized in writing.

12. Nonsolicitation of Personnel

During this Agreement and for twelve (12) months after its termination or expiration, Client will not, directly or through another person, knowingly solicit any employee or individual subcontractor of Service Provider who materially performed the Services and with whom Client had contact through this Agreement to leave or materially reduce that person's relationship with Service Provider in order to provide substantially similar property-checking services directly to Client or through another provider, without Service Provider's prior written consent.

13. False Statements

Neither party will knowingly publish or communicate a materially false statement of fact about the other party or its personnel, services, or business practices.

14. Entire Agreement

This Agreement represents the understanding between the parties regarding the Services described above and supersedes prior discussions concerning those Services.

Except for recurring service rate changes made in accordance with Section 4, any changes to the Scope of Work, pricing, or other material terms must be agreed upon in writing.

If any provision of this Agreement is found to be unenforceable, the remaining provisions will remain in effect to the extent permitted by law.

15. Miscellaneous

Notices under this Agreement may be delivered by email to the addresses designated by the parties and are effective upon acknowledgment or, absent a delivery-failure notification, on the next business day after transmission. Each party must promptly notify the other of changes to its contact information.

Service Provider may use qualified employees or subcontractors to perform the Services and remains responsible for their performance, subject to this Agreement's limitations.

Client may not assign this Agreement without Service Provider's prior written consent. A sale or transfer of the property does not automatically transfer this Agreement to the new owner. Service Provider may assign this Agreement to a successor acquiring its business upon written notice to Client, provided the successor assumes Service Provider's obligations.

This Agreement controls over inconsistent purchase orders, access forms, vendor forms, or other Client documents unless both parties expressly agree in writing to amend the identified provision. Scope instructions do not modify the liability limitations or other general terms unless the written amendment expressly states otherwise.

A party's delay or failure to enforce a provision does not waive its right to enforce that provision later. Any waiver must be in writing and applies only to the specific matter identified.

This Agreement may be signed in counterparts and by electronic signature.

Signatures

By signing below, both parties acknowledge that they have read, understand, and agree to the terms of this Service Agreement.

Client

Client / Business Name:

Authorized Representative:

Title:

Signature:

Date:

Time:

Property Sentinel-Florida LLC

Authorized Representative:

Title:

Signature:

Date:

Time: