

# Mountain Home Services, Inc.

PO Box 788  
Maggie Valley, NC 28751

This Home Service Contract (hereinafter referred to as "Contract" is hereby entered into by and between Mountain Home Services, Inc. and

Name \_\_\_\_\_ (hereinafter referred to as "Owner")

Billing Address \_\_\_\_\_

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

Home or Business Phone \_\_\_\_\_ Cell Phone: \_\_\_\_\_

For services to be rendered at:

\_\_\_\_\_ (hereinafter referred to as the "Premises")

IN CONSIDERATION of the mutual covenants and promises set forth herein, Owner hereby contracts with Mountain Home Services, Inc. to perform the Basic Service on the attached Exhibit A for the number of times as herein selected along with Custom Service as selected on Exhibit B and Owner hereby contracts with Mountain Home Services, Inc. as described herein and on Exhibits A and B upon the terms and conditions contained herein.

1. **Basic Service.** The Basic Service is described on Exhibit A. The Owner shall initial the level of basic service on Exhibit it A that they desire.
2. **Custom Service.** Owner may select of specify Custom Services on Exhibit B and selected or specified. The Owner shall initial and specify the Custom Service desired on Exhibit B.
3. **Change Order/Modification.** Owner may submit a change order by initialing and signing either a new Exhibit A or Exhibit B and dating it. All terms of this contract shall apply to any such change order, modification, or additional service requested at the Premises by Mountain Home Services, Inc. The modification in the fee schedule shall be effective upon execution by both parties.
4. **Payment Terms.** Payment must be made up front for the first month of the Basic Service as selected on Exhibit A. Thereafter invoices will be sent at the end of each month for the services rendered that month and are due upon receipt unless services are pre-paid. If only one on-demand visit is requested without any other visits, then the payment for that on-demand visit shall be paid up front.

Owner Initials: \_\_\_\_\_

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

Mountain Home Services, Inc. reserves the right to require a retainer for any Custom Services to be rendered.

- a. Owner shall be billed directly by any independent contractor procured by Mountain Home Services, Inc. and shall be responsible for direct payment thereof and Mountain Home Services, Inc. shall not be responsible for any such payment. Owner agrees to indemnify and hold harmless Mountain Home Services, Inc. for said payments

5. **Termination of Contract.** Owner may terminate the Contract after three months so long as Owner gives one month prior notice to Mountain Home Services, Inc. Mountain Home Services, Inc. reserves the right to terminate the Contract at any time for any reason without notice. Notice of termination will be given and refund of any money paid for any visits not yet made will be given.
6. **Permission to Enter.** Owner authorizes Mountain Home Services, Inc. and its representatives to enter the premises as necessary to provide the services client has selected and Owner agrees to provide any access codes, permissive documents, and keys which may be necessary to do so. Mountain Home Services, Inc. agrees to safeguard any such means of access.
7. **Occupancy/Maintenance.** Mountain Home Services, Inc. is to be notified in advance of any occupancy or maintenance of the Premises in order to perform the services of this Contract. Owner shall be responsible for paying all costs and expenses associated with the maintenance and operation of the Premises, including but not limited to all utilities.
8. **Contractors.** Mountain Home Services, Inc. is not a licensed contractor and is not responsible for the services rendered by any contractor that Owner authorizes Mountain Home Services, Inc. to hire and perform services at the Premises. Mountain Home Services, Inc. shall not be liable for any damage done by or any theft by any contractor while performing the Services which Owner authorized Mountain Home Services, Inc. to procure on their behalf. Mountain Home Services, Inc. makes no warranty concerning the quality of workmanship of the independent contractors procured by Mountain Home Services, Inc. Mountain Home Services, Inc. will insure that contractors are appropriately licensed and insured as required by law.

Owner Initials: \_\_\_\_\_

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

9. **Repairs.** If Mountain Home Services, Inc. discovers in the course of providing their services that any house item needs repair, Mountain Home Services, Inc. shall notify Owner. If any item is in immediate need of repair and Owner cannot be immediately reached, then Owner authorizes Mountain Home Services, Inc. to engage the necessary services for the repair to prevent any further damage to the Premises. Owner agrees to pay for and hold harmless Mountain Home Services, Inc. from the costs of repairs as described in this provision. Mountain Home Services, Inc. shall not be responsible for quality of repairs.
10. **Security.** Owner acknowledges that Mountain Home Services, Inc. is not a security company and does not provide security services for the Premises. Mountain Home Services, Inc. shall not be liable for any theft, burglary, or fire to the Premises that occur during the term of this Contract.
11. **Injury.** Mountain Home Services, Inc. shall not be liable for any injury to any person visiting the Premises and Owner agrees to indemnify and hold harmless Mountain Home Services, Inc. in this regard for any said injury. Mountain Home Services, Inc. shall not be responsible for any damage to any vehicle that is located at the Premises that is not directly caused by Mountain Home Services, Inc.
12. **LIMITATION OF LIABILITY. MOUNTAIN HOME SERVICES, INC. SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OUT OF THE PERFORMANCE OF THIS CONTRACT.**
  - a. MOUNTAIN HOME SERVICES, INC.'S LIABILITY SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT.
  - b. OWNER SHALL CARRY, AT OWNER'S EXPENSE, COMPREHENSIVE GENERAL LIABILITY INSURANCE AGAINST ANY AND ALL CLAIMS OR DEMANDS WHATSOEVER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE OPERATION, LEASING AND MAINTENANCE OF THE PROPERTY.
13. **Miscellaneous.** The section headings in this Agreement are for convenience and ease of reference only. Such headings are not part of this Agreement and are not to be used in interpreting its provisions. This Agreement shall be governed by and interpreted in accordance with the law of the State of North Carolina. No finding that any provision of this Agreement is unenforceable shall affect the validity or enforceability of any other provision of this Agreement. The terms and conditions spelled out herein and any Exhibits attached constitute the entire agreement between the parties.

OWNER:

MOUNTAIN HOME SERVICES, INC.

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

Jess Osborn, President

Owner Initials: \_\_\_\_\_ Date: \_\_\_\_\_

# EXHIBIT A

## BASIC SERVICES

BASIC SERVICES shall include (at each visit) a thorough inspection of the Premises with a written report and photos of any damage areas. The written report shall then be sent to the Owner.

At each visit, Mountain Home Services, Inc. shall check for:

- 1) Break-Ins and Vandalism
- 2) Power Outages
- 3) Broken Water Pipes
- 4) Trees Down of Roof, Driveway, Yard, etc
- 5) Thermostat Setting for Heating and Cooling
- 6) Batteries in Fire and Smoke Detectors
- 7) Broken Windows and Doors
- 8) Forwarding of Mail if Necessary

Please initial Basic Price Package Desired:

_____	One Visit Per Month:	\$39.95
_____	Two Visits Per Month:	\$69.95
_____	Three Visits Per Month:	\$89.95
_____	Four Visits Per Month:	\$99.95
_____	On Demand Visits:	\$44.95 (each visit)

Please specify months desired:

\_\_\_\_\_

Please provide specific instruction if necessary (including security codes and gate codes):

\_\_\_\_\_  
\_\_\_\_\_

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

Acknowledged by Owner: \_\_\_\_\_

Acknowledged by Mountain Home Services, Inc.: \_\_\_\_\_

Owner Initials: \_\_\_\_\_ Date: \_\_\_\_\_

EXHIBIT B

CUSTOM SERVICES

At Customer’s request, Mountain Home Services, Inc. shall coordinate the hiring of and/or supervision of the independent contractor needed to perform these Custom Services. Independent contractors will bill Owners directly. Some Custom Services may be performed directly by Mountain Home Services, Inc. and will be billed to Owner at the hourly rate specified herein.

Mountain Home Services, Inc. charges \$20.00 per hour for the coordination, supervision, and/or performance of the Custom Services. There will be a one hour minimum fee per visit to the Premises if a visit is required. There will be a one hour minimum fee per Custom Service also, if a visit is not required. Visits shall be grouped together as possible. Time will be billed monthly for all cumulative time for all visits for that month.

By initialing any service below, you authorize Mountain Home Services to coordinate, supervise, or perform the Custom Services as specified:

- \_\_\_\_\_ Winterize and or De-winterize
- \_\_\_\_\_ Cleaning of Home
- \_\_\_\_\_ Wash Windows
- \_\_\_\_\_ Turn on/off Hot Water Heater
- \_\_\_\_\_ Turn on/off Gas Logs
- \_\_\_\_\_ Check Propane/Fuel Tank
- \_\_\_\_\_ Cut Grass/Weed-eat As Needed
- \_\_\_\_\_ Mulch Flower Beds
- \_\_\_\_\_ Drain, Clean, and Fill Hot-Tub
- \_\_\_\_\_ Start, Run Car for \_\_\_\_\_ Minutes per \_\_\_\_\_
- \_\_\_\_\_ Coordinate Repair of \_\_\_\_\_
- \_\_\_\_\_ Pre-Arrival Food Delivery
- \_\_\_\_\_ Other \_\_\_\_\_

Please specify length of time and number of times for each item:

\_\_\_\_\_  
\_\_\_\_\_

Please provide specific instructions if necessary:

\_\_\_\_\_  
\_\_\_\_\_

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

Acknowledge by Owner: \_\_\_\_\_

Acknowledged by Mountain Home Services, Inc.: \_\_\_\_\_

Owner Initials: \_\_\_\_\_

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