



Maintenance Service Agreement

THIS AGREEMENT is made this ____ day of _____, 2012 by and between _____ Owner) Of unit which is located at _____

_____ and HOA Management Group, hereinafter referred to as “Manager”.

SECTION 1. SCOPE OF MANAGERS DUTIES

The duties performed within this agreement are in the nature of light maintenance and are the following:

1. Changing HVAC Filter
2. Replacing light bulbs
3. Replacing batteries in smoke detector
4. Replacing batteries in remote control if needed.
5. Completing property inspection as outlined in “**Exhibit A**” listed below.

The scope of work listed above in **Section 1** is for labor only and ***DOES NOT*** include any materials. Manager will discuss and confirm with the Owner, any work outside the scope of work listed above in **Section 1**. Any work completed outside the scope of work listed above in **Section 1** will be billed at a rate of **\$25.00** per hour.

SECTION 2. EMERGENCY SERVICES

Manager shall provide a 24-hour service outside regular business hours for the purpose of handling ***EMERGENCIES*** in the unit.

EMERGENCY SERVICES are as follows:

1. Fire
2. Water line break
3. Unit Burglary

Significant problems, guest complaints or requests of a serious nature shall be reported to the Owner.

SECTION 3. AFTER HOURS SERVICES

Manager shall provide **One (1) 24-hour** service call outside regular business hours for the purpose of guest services. This may include but not be limited to, Property entry issues, Fireplaces, Hot tubs or any **Non-Emergency** issue. (***Normal Business hours are determined to be from 8:00 am until 5:00pm Monday thru Friday***)

SECTION 4. EMERGENCY DISBURSEMENTS

In the event of an emergency, Manager shall, if at all possible, confer with the Owner regarding emergency expenditures. Should such communications not be possible, Manager is authorized to incur liability up to the stated sum of **\$500.00** per emergency repair.

SECTION 5. BIDS AND QUOTATIONS

Manager shall review and present to the Owner concerning the proprietor of engaging in contracts for goods, materials and services based on Construction industry standards. Manager shall assist the Owner with third parties that provide such goods, materials and services to the Association by interviewing, recommending the engagement of, and assisting in the monitoring of the third parties, as per acceptable Construction industry standards.

Manager’s sole and only purpose is to acquire information about the experience and qualifications of the third parties as it is supplied to the Manager by the third parties. Manager shall not be obligated to interview more than two third parties for each kind of goods, materials and services to be supplied to the owner.

SECTION 6. COMPENSATION

Manager shall be paid at the rate of **Fifty Dollars (\$50.00)** per month, which monthly fee shall be due and payable on the first day of every month.

SECTION 7. TERM OF AGREEMENT

This agreement shall become effective at the date listed below and continue for a term of one (1) year, and will automatically be renewed unless cancelled thirty (30) days prior written notice by either party, but obligations of payment and service called for hereunder shall continue during the thirty (30) days prior to the effective day of termination. **However, the parties agree that either party can cancel this agreement at any time, for any reason with thirty (30) days written notice.**

IN WITNESS WHEREOF, This Agreement has been executed in the County of Sevier, State of Tennessee, as of the day and year first hereinabove written.

EFFECTIVE DATE_____

For HOA MANAGEMENT GROUP

BY: _____ **DATE:**_____

PROPERTY OWNER_____ **DATE:**_____

Written notice to be sent to the following physical address or E-mail address _____

Exhibit A

Below are the items which will be inspected monthly and reviewed on a maintenance checklist.

General Mechanicals

1. Check to see electrical switches are working
2. Inspect all plumbing for visible leaks
3. Check that all interior and exterior doors are closing properly
4. HVAC unit coming on from thermostat
5. If fireplace is natural gas or propane checking for proper operation (seasonal)
6. Check all lighting fixtures for light bulb replacements
7. Check ceiling fans for operations
8. Check all windows for damage and correct operation
9. Inspect all furniture for damage
10. Insure easy access to fire extinguisher

Kitchen

1. Check all drawers and cabinets for correct operation
2. Check refrigerator to make sure it is cooling
3. Check that stove is working

Bathrooms

1. Check fixtures for damage and function
2. Check vanities for drawer and cabinet door operation
3. Check shower doors or curtain
4. Check that toilets are operational and cutting off

Decks

1. Inspect all railings for wear or damage
2. Inspect all decking and deck boards for damage

Exterior

1. Visibly inspect logs or siding for damage or wear
2. On log cabins check corners for caulking
3. Inspect foundation for visible erosion
4. Inspect decking for railing stability or damage railings
5. Inspect deck boards for wear
6. Check deck for stability and level

If any of the above and for mentioned mechanical systems or items requires work, it will be at a rate of **Twenty Five Dollars (\$25)** per hour and require the property owner's approval.