

Other Terms and Conditions

In the event of the discovery of a break-in or other emergency situations endangering the Owner's property by BMCHMS, BMCHMS will immediately contact the local Police Department and take the necessary action to have the Owner's property secured and repaired by the most rapid means available. Owner(s) will be notified by preferred method as soon as possible. Owner(s) agrees, in such instances, to pay for the emergency work involved without the benefit of an estimate. Work performed by BMCHMS to secure the property will be billed at \$40.00 per man hour plus the cost of materials. Emergency repairs performed by others will be bill at invoice rate +12% for BMCHMS's oversight.

In Consideration of the performance of services stated in this document, Owner(s) agrees to the inspection service and rates stated in this document. Owner(s) will be billed for the Winterizing service and the first month or recurring inspection, if applicable, when notified that the property has been vacated for the winter season. Owner(s) will be billed in advance for recurring services on or about the 15th of each month for the following month. And, if applicable, will be billed the amount stated herein for Opening Services or Deluxe Opening Services once BMCHMS is notified that the service needs to be performed.

BMCHMS agrees to use their best efforts to perform to the conditions of this Agreement to the satisfaction and benefit of the Owner(s). BMCHMS cannot be a guarantor for any of the above conditions and specifications, nor can it be held liable for any damages or losses suffered by the Owner(s) as a result of fire, lightning, windstorm, hail or other acts of God, smoke, vehicles, vandalism, malicious mischief, theft or from any other causes beyond the control of BMCHMS, nor can BMCHMS be held liable for any damages due to breaking of water pipes, whether to the house or its contents, nor for the expense of repairing broken pipes, nor for charges for water incurred due to a water pipe break.

This Agreement shall be in effect for one year from the start date and shall be renewable annually, on a fee adjusted basis. This Agreement may be cancelled with thirty (30) days written notice by either party with a prorated refund, minus a \$40 administrative fee if cancelled by the owner(s), of money held by BMCHMS for the benefit of the owner(s).