



**HOMEWATCH, MAINTENANCE AND CONCIERGE SERVICES AGREEMENT**

**BETWEEN:** HomeAssure Home Watch  
(a general partnership)  
711 – 6<sup>th</sup> Avenue, Kimberley, BC V1A 2V9 (“HomeAssure”)

**AND:** Client Name(s): \_\_\_\_\_  
Address: \_\_\_\_\_  
E-mail: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Property Address: \_\_\_\_\_ (the “Client”)

In consideration of the promises and mutual covenants set out in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**Home Watch Services**

Subject to the terms and conditions of this Agreement, HomeAssure will provide the services described below (the “Services”):

Job Description	Date and frequency of Services provided	Services Fee
Basic Services (check applicable): - Exterior Inspection [ ] - Interior Inspection [ ]  Extra Services (if any, to be listed below):		\$ _____ \$ _____           <b>Subtotal:</b> <b>GST:</b> <b>TOTAL:</b>

**Payment of Fee**

In consideration for the Services, the Client agrees to pay HomeAssure the above non-refundable fees (the “Fee”) plus applicable GST (5%). The Client may be billed for the Services in advance of HomeAssure commencing the provision of services. Payment is required no later than ten days from receipt of an invoice via preauthorized credit card or debit card withdrawal. Late payments are subject to a 10% per annum late fee and \$35.00 fee for all returned checks.

**Additional Terms and Conditions**  
By signing this Agreement, the Client acknowledges that he/she has read and understood the attached Additional Terms and Conditions and schedules which form an integral part of this Agreement. The Client hereby agrees to each of the terms and conditions set out in the attached Additional Terms and Conditions.

**AGREED TO ON THE ABOVE TERMS EFFECTIVE AS OF THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.**

**CLIENT SIGNATURE(S):**

**HomeAssure Home Watch**

**PER:** \_\_\_\_\_  
As Authorized partner/agent of HomeAssure  
HomeWatch, a general partnership

▶ \_\_\_\_\_ (signature)  
▶ \_\_\_\_\_ (signature)

**BY SIGNING THIS AGREEMENT, I CONFIRM THAT I HAVE READ, UNDERSTOOD AND AGREED TO THE ABOVE TERMS**



**ADDITIONAL TERMS AND CONDITIONS**

**PROVISION OF HOME WATCH, MAINTENANCE AND CONCIERGE SERVICES**

- 1. HomeAssure will provide the Services as stated in this Agreement and the Client agrees to provide prompt payment for all such Services.
- 2. The Client acknowledges that the referenced property information as fully described in Schedule “A” is complete and is necessary for the service commitment, and forms part of this Agreement. False, inaccurate or incomplete information shall be the responsibility of the Client and HomeAssure is released from all responsibility and/or liability with respect thereto.
- 3. The basic services provided by HomeAssure include only those described in Schedule “B” attached hereto.
- 4. Additional services that may be provided by HomeAssure for additional fees are available on request.
- 5. Should damage, illegal activity or general concern arise and the Client cannot be contacted, the procedure in Schedule “A” attached hereto will be followed and is subject to fees, terms and conditions as set out herein.

**ACCESS TO THE SITE**

- 6. The Client grants full permission and license to HomeAssure and their employees, agents and partners to access the Client’s property for the purposes of providing the Services.
- 7. The Client represents and warrants to HomeAssure that the Client has the authority to enter into this Agreement and is the registered and beneficial owner of the lands comprising the site where the Services are to be provided (the “Site”) and/or has obtained all licenses, permits and consents required for HomeAssure to carry out the Services at the Site. The Client has full authority to permit home and property access including all gated community access points (if applicable).
- 8. The Client will ensure that HomeAssure has access to the Site at all times as reasonably necessary to carry out the Services. The Client will inform all home and community security entities of HomeAssure and personnel to enter the community and access the Site.

**NO GUARANTEES & RESPONSIBILITY FOR DAMAGE**

- 9. The Client expressly acknowledges and agrees that the services that are the subject of this Agreement are for observation, inspection, maintenance, concierge and reporting only. HomeAssure cannot and does not guarantee the safety or condition of the property, nor does it guarantee or warrant against break-in, vandalism or other acts of nature. The purpose of this Agreement is solely for scheduled observation and inspection, which increases the chances of early problem detection before damage is created. Should a false alarm occur, HomeAssure shall not be responsible for any costs incurred as a result of the false alarm while following Client’s instructions for alarm operation.
- 10. The Client acknowledges and expressly agrees that HomeAssure will not be held responsible for any damage to the property or items missing, switched out, lost, damaged or stolen under any circumstances including, without limiting the generality of the foregoing, damage or loss due to theft, vandalism, negligence of invited or uninvited individuals, or acts of nature.

**LIMITATION OF LIABILITY AND INDEMNITY**

- 11. The Client acknowledges that delays can occur and that HomeAssure may not always be able to provide the Services in a timely manner or at all. HomeAssure is not responsible and assumes no liability for any injury or damage caused due to a failure to provide the Services in a timely manner or at all.
- 12. The Client agrees that if HomeAssure is found to be liable for any reason, including its own negligence, in relation to the provision of Services under this Agreement, HomeAssure’s liability shall not under any circumstances exceed and shall be expressly limited to the Fee payable hereunder and the Client is solely responsible for any additional liability which may be incurred and the Client represents that it is fully and adequately insured for such additional liability.
- 13. Notwithstanding the foregoing or any other term of this Agreement, the Client hereby releases and agrees to indemnify and save harmless HomeAssure, and its subcontractors, agents and employees, from all claims and liability relating to the Services being provided under this Agreement, including without limitation, any liability arising from or related to what may be considered negligence on the part of HomeAssure or any of its subcontractors, agents or employees.

**GENERAL PROVISIONS**

- 14. The Client shall obtain its own policy of insurance for protection of property and potential liability at the Site and such other policies as deemed appropriate by the Client to cover the risks assumed by the Client pursuant to this Agreement.
- 15. Unless otherwise agreed, this Agreement shall terminate on the conclusion of the Services. Either party may terminate this Agreement with 30 days advance written notice. Upon termination, the Client shall submit any and all fees due and payable to HomeAssure within 10 days of receipt of termination notice. Upon expiry of the 30 day notice period, HomeAssure shall return all keys, codes, and any other means of property access to the Client.
- 16. Any notice, direction or other instrument required or permitted to be given under this Agreement will be in writing and may be given by mailing the same postage prepaid or delivering the same to the addresses listed above for each party or to such other address as a party may specify by written notice or by personal delivery.
- 17. This Agreement shall be governed by the laws of British Columbia. Each of the parties hereto attorn to the jurisdiction of the Supreme Court of British Columbia.
- 18. This Agreement may not be amended or assigned without the prior written consent of both parties, and such consent may be arbitrarily withheld.
- 19. This Agreement contains the entire understanding between the parties. The parties agree to accept facsimile signatures of offer and acceptance of this Agreement as original signatures by the parties and, in addition, the parties agree that signatures delivered in counterpart, by fax or other electronic means will result in a binding agreement between them.

Client(s) Initials Here \_\_\_\_\_