

AGREEMENT FOR CARETAKER OF REAL ESTATE
OWNER'S AGREEMENT

AGREEMENT made this _____ day of _____, 20____ between _____ hereafter designated as "OWNER" and Vacant Home Caretakers, Inc. hereafter designated as "OWNER'S AGENT."

WITNESSETH: Owner and Agent agree as follows:

Article I. Owner hereby appoints Vacant Home Caretakers as the agent to obtain a Home Manager to occupy and maintain the Owner's property known as:

Article II. The Agent agrees:

1. To select and assign on the behalf of the Owner a Home Manager to maintain said premise according to the terms of Article III.
2. To use due diligence in selecting and screening of the Home Manager.
3. To indemnify (hold harmless) Owner for any loss resulting from failure to perform or negligence of Agent and/or Home Manager.
4. To carry Comprehensive General Liability Insurance.
5. To indemnify (hold harmless) Owner for any loss resulting or attorney fees incurred in legal action resulting from failure to perform from Home Manager or Agent according to terms of this agreement.
6. The Agent is granted such other general authority and powers as may be necessary to carry out the spirit and intent of this agreement.
7. The Agent shall not pay interest or amortization on mortgages, taxes, assessments, or repairs to the home.

Article III. The Home Manager shall:

1. Reside and properly maintain property described herein in "show to sell condition" including timely payment of all required utilities in full. "Shall allow the Owner, Owners Agent, and authorized Realtors to enter property in order to inspect premises or exhibit the property to prospective purchasers." The Home Manager shall surrender peaceable possession of premises upon the sale, expiration of the service contract or demand of the Owners Agent within 48 hours when there has been a breach of the terms of the Home Manager Agreement with Agent.
2. Maintain and return property in "as good or better" condition than when received.
3. Shall be required to obtain a tenant insurance policy.

Article IV. The Owner agrees:

1. To indemnify (hold harmless) Vacant Home Caretakers for any loss or damages which Agent may incur due to the negligence of the Owner.
2. To defend promptly and diligently, at Owners expense, any claim or legal action brought against Agent and Owner jointly or severally if due to Owner's negligence.
3. To carry comprehensive personal liability and property insurance necessary to protect the interest of Owner and Agent. Owner acknowledges that the Home Manager shall be placed in exclusive care, custody, and control of Owners property subject to Vacant Home Caretakers contractual relationship.
4. To the extent that waiver of subrogation is permitted by insurance carriers of the respective parties, each party does hereby waive as to the other, the right of recovery for any peril which is covered by insurance including damage caused by or contributed to be the negligence of the other party.
5. To contact our office for any reason regarding the Home Manager and agrees not to solicit or contract said Home Manager as a Renter during or following this contract for any reason.
6. Owner will not be required to pay a fee for this service.
7. In the event Owner decides to rent the property or cancel this agreement except for the sale of the home, a written notice will be sent to Agent 30 days prior to terminating this agreement.

Article V. This agreement shall be effective on the _____ day of _____, 20____. Thereafter, it shall continue in force until the sale of said property or until either party hereto shall serve written notice of cancellation, in which event this Agreement shall terminate. This agreement shall be binding on the parties hereto, their heirs, executors and assigns, and may not be changed orally but only by a writing signed by the party to be charged thereby.

Vacant Home Caretakers Date:

Owner Date: