

VILLA WEALTH PROPERTIES

Terms & Conditions of Service

Home Watch, Property Management & Concierge Services

This Terms & Conditions agreement ("Agreement") is entered into between Villa Wealth Properties ("Company," "we," "us") and the property owner or authorized representative identified on the accompanying Service Order or Client Intake Form ("Client," "you"). By signing a Service Order, submitting payment, or otherwise engaging Villa Wealth Properties for services, Client agrees to be bound by the terms below.

1. Scope of Services

Villa Wealth Properties provides home watch, property management, and concierge services as selected by Client and described in the applicable Service Order and current Pricing Guide, which may include but is not limited to: scheduled property inspections, security checks, storm preparation and post-storm assessments, water leak and HVAC monitoring, pool/spa oversight, pest activity monitoring, mail and package handling, vendor and contractor coordination, move-in/move-out inspections, and concierge services such as arrival preparation and grocery stocking.

Services are visual, non-invasive inspections performed by trained personnel. Villa Wealth Properties is not a home inspector, contractor, engineer, pest control operator, or licensed trade professional, and no visit constitutes a certified inspection, appraisal, or warranty of the condition of the property or any system within it.

2. Property Access & Client Responsibilities

- Client shall provide Villa Wealth Properties with a working key, key code, garage remote, or other reliable means of access, along with current alarm codes and any relevant gate/community access information.
- Client shall disclose any known hazards, pending repairs, security systems, pets left on the property, or special instructions prior to the start of service.
- Client is responsible for maintaining active homeowner's insurance, flood insurance (if applicable), and utility service throughout the term of this Agreement.
- Client must notify Villa Wealth Properties in writing of any change in emergency contact information, travel dates, or property access at least 48 hours in advance where possible.
- Client authorizes Villa Wealth Properties to contact emergency services, licensed contractors, or utility providers on Client's behalf when reasonably necessary to prevent or mitigate damage, at Client's expense.

3. Scheduling & Visit Frequency

Visit frequency is determined by the membership plan selected on the Service Order. Villa Wealth Properties will make commercially reasonable efforts to complete visits within the agreed schedule but does not guarantee a specific day or time of visit. Weather events, road closures, or circumstances beyond our control may result in a visit being delayed, shortened, or rescheduled; Client will be notified of any material disruption to scheduled service.

4. Fees & Payment Terms

- Fees are due in accordance with the Pricing Guide in effect at the time of the Service Order. Monthly plans are billed in advance on the first of each month; seasonal and annual packages are billed in full at the start of the term unless otherwise agreed in writing.
- A recurring payment method (credit card or ACH) is required for all membership plans. Failed or declined payments may result in a \$25 processing fee and suspension of services until resolved.
- Additional services outside the selected plan (e.g., emergency visits, vendor coordination, concierge add-ons) will be billed separately and are due upon completion of service unless otherwise arranged.
- Rates are subject to change with a minimum of 30 days' written notice. Clients under an active seasonal or annual prepaid term are held at the contracted rate through the end of that term.

- Late payments not received within 10 days of the due date may incur a 1.5% monthly late fee and may result in suspension of scheduled visits.

5. Term, Renewal & Cancellation

- Monthly membership plans continue on a month-to-month basis until cancelled by either party with at least 15 days' written notice prior to the next billing cycle.
- Seasonal and annual prepaid packages are non-refundable once service has commenced, except as required by law or at Villa Wealth Properties' sole discretion in cases of extenuating circumstances.
- Villa Wealth Properties reserves the right to terminate this Agreement, with or without cause, upon 15 days' written notice, or immediately in the event of non-payment, unsafe property conditions, or client conduct that endangers personnel.

6. Limitation of Liability

Villa Wealth Properties will perform all services with reasonable care consistent with industry standards for home watch and concierge providers. However, Villa Wealth Properties is not an insurer of Client's property and does not guarantee against theft, fire, flood, storm damage, mechanical failure, pest infestation, mold, or any other loss. Villa Wealth Properties' visits are periodic and cannot detect or prevent every issue that may arise between visits.

To the fullest extent permitted by law, Villa Wealth Properties' total liability for any claim arising out of or related to this Agreement, whether in contract, tort, or otherwise, shall not exceed the total fees paid by Client in the three (3) months immediately preceding the event giving rise to the claim. Villa Wealth Properties shall not be liable for indirect, incidental, consequential, or punitive damages of any kind.

Client agrees to maintain adequate homeowner's, flood, and/or vacant-property insurance coverage and acknowledges that such insurance, not Villa Wealth Properties, is the primary source of recovery for property loss or damage.

7. Third-Party Vendors & Contractors

Where Client requests or authorizes Villa Wealth Properties to coordinate with third-party vendors, contractors, or emergency service providers, such parties are independent contractors and are not employees or agents of Villa Wealth Properties. Villa Wealth Properties does not guarantee the work, pricing, licensing, or insurance coverage of any third party and is not liable for their acts, omissions, or workmanship. Client is encouraged to independently verify the licensing and insurance of any vendor prior to work being performed.

8. Insurance & Indemnification

Villa Wealth Properties maintains general liability insurance, errors & omissions coverage, and fidelity bonding as applicable to its operations, and will provide proof of coverage upon reasonable request. Client agrees to indemnify and hold harmless Villa Wealth Properties, its owners, employees, and subcontractors from and against any claims, damages, or expenses arising from Client's negligence, misrepresentation of property conditions, or failure to maintain adequate insurance, except to the extent caused by Villa Wealth Properties' gross negligence or willful misconduct.

9. Keys, Codes & Confidentiality

All keys, access codes, and alarm information provided by Client will be stored securely and used solely for the purpose of performing contracted services. Villa Wealth Properties will not share access credentials or property information with any third party without Client's consent, except as required to coordinate authorized vendor access or in the event of a genuine emergency.

10. Reporting & Documentation

Following each scheduled visit, Villa Wealth Properties will provide Client with a visit report, which may include photographs of the property's interior and/or exterior. Reports are provided for informational purposes only and do not constitute a warranty or certification of the property's condition.

11. Force Majeure

Villa Wealth Properties shall not be held responsible for delays, missed visits, or failure to perform services due to causes beyond its reasonable control, including but not limited to hurricanes, tropical storms, mandatory evacuations, government restrictions, road closures, power outages, or other acts of God.

12. Independent Contractor Relationship

Villa Wealth Properties operates as an independent contractor with respect to Client. Nothing in this Agreement shall be construed to create an employment, partnership, joint venture, or agency relationship between the parties, except as expressly authorized herein for the limited purpose of coordinating emergency services or third-party vendors.

13. Governing Law & Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of law principles. Any dispute arising under this Agreement shall first be addressed through good-faith negotiation between the parties and, if unresolved, may be submitted to mediation prior to the initiation of any formal legal proceeding, unless otherwise required by law.

14. Entire Agreement & Amendments

This Agreement, together with the applicable Service Order and current Pricing Guide, constitutes the entire agreement between the parties regarding the services described herein and supersedes any prior oral or written understandings. Villa Wealth Properties may update these Terms & Conditions from time to time; continued use of services after notice of such changes constitutes acceptance of the revised terms.

Acknowledgment & Signature

By signing below, Client acknowledges having read, understood, and agreed to the Terms & Conditions set forth above.

Client Signature	Date
Villa Wealth Properties Representative	Date

This document is a general template and does not constitute legal advice. Villa Wealth Properties should have this Agreement reviewed by a licensed Florida attorney prior to use with clients.