



PO Box 327
Thayne, WY 83127
307-883-9779
info@tetonhomecare.com
www.tetonhomecare.com

MAINTENANCE AGREEMENT

This Agreement is entered into and effective as of _____, _____, by and between Teton Home Care, LLC, a Wyoming corporation (hereinafter referred to as "THC"), and _____ (hereinafter referred to as "Owner"). This Agreement shall be for the term commencing on _____, _____, and shall continue until such time as either Owner or THC terminates this Agreement with sixty (60) days written notice.

The Owner hereby gives the THC the right to enter and maintain, the Owner's property described as _____, in the County of _____, State of _____, (hereinafter referred to as "Property"). Pursuant to the terms and conditions as set forth in this Agreement.

THC'S OBLIGATIONS:

Obligations under standard Teton Home Care Service Plans

- Bronze Plan** **\$250 per month consisting of:**
 - Weekly security and maintenance checks
 - Air out house once each month
 - Open home prior to your arrival
 - Close home after your departure
 - Hold keys for your guests
 - Serve as on call contact for emergencies

- Silver Plan** **\$400 per month consisting of:**
 - Weekly security and maintenance checks
 - Air out house once each month
 - Indoor houseplant care
 - Open home prior to your arrival
 - Close home after your departure
 - Hold keys for your guests
 - Vehicle start and check
 - Complimentary Airport shuttle
 - Serve as on call contact for emergencies
 - Complimentary eggs, breakfast meat, milk, juice and fruit prior to your arrival

- Gold Plan** **\$600 per month consisting of:**
 - Weekly security and maintenance checks
 - Air out house once each month
 - Indoor houseplant care
 - Open home prior to your arrival
 - Close home after your departure
 - Hold keys for your guests
 - Vehicle start and check
 - Complimentary Airport shuttle
 - Serve as on call contact for emergencies
 - Complimentary eggs, breakfast meat, milk, juice and fruit prior to your arrival.
 - Complimentary cut flowers
 - Complimentary fresh linens
 - Complimentary pantry. We stock your pantry per standard pantry list.
 - Complimentary firewood

Owner initials _____

THC initials _____



PO Box 327
Thayne, WY 83127
307-883-9779
info@tetonhomecare.com
www.tetonhomecare.com

THC shall perform the following additional services as requested by the Owner. These services will be done for an additional charge over the standard home care service plan. Prices to be determined based on the individual property:

- Snow removal
- Pest control
- Painting / Staining
- Power washing
- Interior
- exterior cleaning
- Vehicle maintenance
- Grass Cutting and landscaping
- Seasoned firewood
- Property winterization

Additional Services

THC will perform periodic property inspections as a regular part of its Maintenance services and notify Owner of any problems discovered.

MAINTENANCE:

The Owner authorizes THC at Owner's expense to perform all indicated work as requested by the Owner to keep the Property in good working condition. Such work may include, but is not limited to, repairs, appliances, equipment, furnishings, supplies, linens, windows, screens and exterminating. THC is authorized to use its own employees or to hire contractors, handymen, or other persons or companies who are not its employees, to carry out these repairs or services; the Owner agrees to promptly pay all such charges. THC may perform any necessary services using employees, contractors, or sub-contractors as it deems necessary and proper but shall not be responsible for their acts or negligence if reasonable care has been exercised in their selection. All repairs or services which will result in a billing in addition to fees noted in the section "THC's Obligations" will require prior approval from Owner either verbally or in writing.

THC may order emergency repair or service without prior approval to avoid damage to the Property and to maintain its functional usage. Such repair or replacements shall be honored by Owner as if previous permission had been granted by Owner.

Owner Initials _____ **THC Initials** _____

PROPERTY LOSS, DAMAGE, BREAKAGE:

THC will make every effort to prevent property theft, damage and breakage, but shall not be responsible and will not reimburse Owner for any losses within or without the Property unless such losses are attributable to gross negligence or intentional wrongdoing of THC or its employees. Replacement of any property lost, stolen or broken shall be at Owner's sole expense.

OWNER'S OBLIGATION:

a. The owner shall supply THC with two (2) sets of keys to the property and any outbuilding or structures which fall under this maintenance agreement at the owner's expense. The owner will also supply the THC with security system access codes and inform any security companies of the agreement between the owner and THC. The owner will also supply THC with emergency contact information as may be needed to notify the owner of any issues which will require immediate attention by the owner.

b. The Owner shall notify THC in writing when the Property is listed for sale. Notification will include the name of the Real Estate Agency and Listing Agent. The Listing Agent shall coordinate the showing of the Property to a prospective purchaser with THC. THC will cooperate fully with the Listing Agent.

Owner initials _____

THC initials _____



PO Box 327
Thayne, WY 83127
307-883-9779
info@tetonhomecare.com
www.tetonhomecare.com

c. The Owner agrees to hold THC harmless from all situations whatsoever in connection with the maintenance of the Property and from liability from injury suffered by any employee or other person whomever, and to carry at Owner's sole expense, adequate public liability insurance. THC also shall not be liable for any error of judgment or for any mistake of fact or law, or for anything which he, she or it may do or refrain from doing hereunder, except in cases of willful misconduct or gross negligence. If suit is brought to collect THC's compensation or if THC successfully defends any action brought against THC by Owner relating to the Property or THC's maintenance thereof, Owner agrees to pay all costs incurred by THC in connection with such action, including reasonable attorney's fees and expenses.

d. The owner will notify THC in advance of any maintenance or construction work, deliveries, house guests which are arranged independent of this agreement.

Note: Teton Home Care is not a licensed real estate brokerage. As such, we do not collect or bill for tenant rents, select or interview tenants or enforce real estate rental contracts. Our duties are limited to maintenance, security and inspections of properties and providing concierge services to owners and guests.

PAYMENT OF FEES AND OWNER'S EXPENSES:

Owner agrees to pay THC the balance due within 15 days of receipt of a statement from THC. If payment to THC is not received by the due date, THC may charge a service charge of 5% per month on the unpaid balance. Delinquent accounts may result in the immediate termination of this agreement at the option of the THC.

GOVERNING LAW:

The Laws of the State of Wyoming shall govern this Agreement. It constitutes the complete agreement between the parties who supersedes all proposals, oral or written, and all other communications between the parties relating to the subject of this Agreement.

NOTICE TO OWNER

FAILURE OF THIS PRIME CONTRACTOR OR SUBCONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIALS OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO W.S. 29-2-101 THROUGH 29-2-111. TO AVOID THIS RESULT, WHEN PAYING FOR LABOR AND MATERIALS YOU MAY ASK THIS PRIME CONTRACTOR OR SUBCONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIALS OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIALS TWICE.

SEVERABILITY:

If any provisions of this Agreement are held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

BENEFIT:

This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors, heirs and assigns, but it shall not be assigned by either party without giving notice in writing prior thereto.

Owner Initials _____ **THC Initials** _____

THC'S COMPENSATION:

Monthly fee is to be determined based on services rendered.

We, the undersigned, understand and agree to the terms and conditions of this agreement.

OWNER _____ SIGNATURE _____
SS# _____ DATE _____

OWNER _____ SIGNATURE _____
SS# _____ DATE _____

Owner initials _____

THC initials _____



PO Box 327
Thayne, WY 83127
307-883-9779
info@tetonhomecare.com
www.tetonhomecare.com

Does a company own this property? _____
If yes, please give Tax ID #, if applicable _____
Does a corporation own this property? _____

THC _____ DATE _____

PROPERTY ADDRESS :

OWNER'S HOME ADDRESS :

HOME PHONE:

BUSINESS PHONE:

FAX:

EMAIL

AUTHORIZED EMERGENCY CONTACT IF OWNER CANNOT BE REACHED.

BILLING ADDRESS

Owner initials _____

THC initials _____



PO Box 327
Thayne, WY 83127
307-883-9779
info@tetonhomecare.com
www.tetonhomecare.com

Please provide a description of the property.

Style: Ranch Colonial Cabin Bi level Other _____

Construction: Frame Log Stone Other _____

Number of rooms _____ first floor _____ second Floor _____ Basement _____

Number of bed rooms _____

Number of baths _____

Number of kitchens _____

Finished Basement Y/N

Approximate Square Footage _____

Additional buildings which will require care taking. _____

Owner initials _____

THC initials _____