



PROPERTY PRESERVATION AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of _____, 20____, (the "Effective Date"), by and between _____ ("Client"), having a principal place of business and/or residence at _____, and Moore Home Inspection Services, LLC ("Contractor"), having a principal place of business at 606 North & South Road, Ste. 208, St. Louis, MO 63130.

1. ENGAGEMENT OF SERVICES

1.1 *Scope of Work:* Client hires Contractor to perform property preservation services at the following property:

The following indicated property preservation services are being requested by the Client and are to be performed at the above property address by the Contractor:

___ *Winterization.* Winterization services include the release of pressure in the water supply system, the closing and zip tying of the interior water shut off valve, the shutting off and draining of the potable hot water tank (gas or electric), the insertion of non-toxic anti-freeze materials at drains/traps or where necessary, the closing of any interior shut off valves for exterior hose bibs, the shutting off and draining any water or steam boiler heating systems (if applicable; additional fees apply), the posting of signage and/or tape indicating winterized status at exterior, main shut off valves, lavatories, toilets, bathtubs/showers and main electric panel, the proper securing of the building as needed (includes basic lock up; does not include changing or upgrading the locks, boarding up windows/doors or adding bracing to doors; Extra fees apply for these services). The exterior water shut off valve (stop cock) will NOT be tested or operated as part of the winterization service. The Client is responsible for having the exterior valve turned off, if deemed necessary.

___ *De-Winterization.* De-winterization services include the proper opening of main water valve (interior), the filling of the water tank and supply pipe system, the flushing of all anti-freeze materials, the general test of the system for obvious leakage. The lighting of pilot lights at home heating systems or water heaters is not part of this service.

___ *Trash Out.* Trash out services include the removal of any and all trash, debris or other non-essential components of the home and all remaining floor surfaces broom swept. Additional fees apply for the removal of any hazardous materials or vehicles or for any demolition work or light repairs.

___ *Lock Re-Key or Change.* Lock re-key or change services include the re-keying or changing out of locks at all exterior doors. Charged on a per-door basis.

___ *Door/Window Board-Up or Secure.* Door/Window board-up or secure services include the proper boarding-up, bracing or securing of all doors and/or windows as necessary to provide a secure property. Charged on a per-door and per-window basis.

___ *Other Services as Specified Below.*

(Continue on separate sheet, if necessary, as Project Specifications. If the work includes plans, specifications, or similar requirements, Client has provided them to Contractor and they are attached to this document and made part of this Agreement, but only if they are provided prior to execution of this Agreement).

1.2 *Time of Completion:* The work to be performed under this Agreement shall be commenced on or before _____, 20____. Client agrees to cooperate fully with Contractor to assist Contractor in meeting his obligations under this Agreement, and to promptly notify Contractor in writing of any changed circumstances that may impact Contractor's ability to timely perform the services in this Agreement. Notwithstanding this provision, Contractor shall not be responsible for delays beyond his control, including, but not limited to, those caused by strikes, weather, casualty, unavailability of materials, acts of God, acts of third parties, including utility companies, or lack of access to the property.

1.3 *Modification of Agreement:* Client and Contractor recognize that: Contractor's original cost and time estimates may change due to unforeseen events, such as property inaccessibility, or to factors unknown to Contractor when this Agreement was made; or Client may desire a mid-project change in Contractor's services that would add or subtract time and cost to the project and possibly inconvenience Contractor.

If any intended changes or any other events beyond the parties' control require adjustments to this Agreement, the parties shall make a good-faith effort to agree on all necessary particulars, including the terms of the change specifications and fees associated with those terms. Such agreements shall be put in writing, signed by the parties, and added to this Agreement. Client shall be liable for any additional costs as a result of such changes, including labor and material. Contractor shall not be liable for any delay caused by any changes which the Client requests. No statement or promise of Contractor or its agents shall be binding unless reduced to writing and signed by Contractor. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties.

2. FEES, REPRESENTATION, LIMITATIONS AND WARRANTIES

2.1 *Fees:* Client will pay Contractor a fee for services rendered under this Agreement, as set forth below, undertaken by Contractor. Payment should be made in the form of a check mailed

and payable to:

Moore Home Inspection Services, LLC
606 North & South Road, Ste. 208
St. Louis, MO 63130

2.2 *Invoices:* The Contractor will provide Client with an invoice detailing the project steps completed, the amount due for such services, and any third-party expenses incurred.

2.3 *Time of Payment:* Payment is due upon receipt of Invoice. Client agrees to pay all reasonable costs and attorney fees incurred by Contractor in collecting any sums owed to Contractor under this Agreement. If any check issued by Client to Contractor is returned due to non-sufficient funds, the account being closed, or payment being stopped, Client agrees to pay to Contractor the amount of said check, plus a fee of \$50.00, plus any bank charges incurred by Contractor as a result thereof.

2.4 *Itemized Fees:* Client agrees to pay the Contractor the sum of \$ _____, the total of all fees for services listed below:

Winterization:	\$ _____
De-Winterization:	\$ _____
Trash Out:	\$ _____
Lock Re-Key or Change:	\$ _____
Door/Window Board-up and Secure:	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

2.5 *Limitation on Damages:* Contractor's total pecuniary liability under this Agreement for damages, costs, and expenses, regardless of cause, shall not exceed the total amount of fees paid to Contractor by Client under this Agreement. The foregoing shall not limit the availability to Client of injunctive or other equitable remedies. Should this limitation of damages be held unenforceable, then the parties agree that, in the event that Client is damaged due to Contractor's breach of this Agreement, and due to the difficulty of assessing damages under this Agreement, Contractor's liability shall not exceed the amount paid Contractor by Client for the Services under the applicable Scope of Work as liquidated damages and not as a penalty, and that the foregoing shall constitute Client's exclusive remedy. The parties agree that this liquidated damages provision is reasonable in light of actual harm, if any, or any anticipated harm. Client further agrees that its exclusive remedy shall be against Contractor only.

2.6 *General Limitations of Liability:* Client agrees that the Contractor shall not be held liable for any damages to the property as a result of events or circumstances which are beyond the control of the Contractor. Such events or circumstances would include, but are not limited to: Acts of God, vandalism, unlawful entry, theft, unauthorized or errant de-winterization of the plumbing system or general negligence on the part of any authorized or unauthorized persons or contractors within the property.

2.7 *No Warranties:* There are no express or implied warranties offered with the services described herein.

3. GENERAL PROVISIONS

3.1 *Governing Law; Counterparts:* This Agreement will be governed and construed in accordance with the laws of the State of Missouri, irrespective of its conflict of any law's provisions. This Agreement (and all Project Specifications) may be executed in counterparts. Delivery of an executed counterpart hereof (or of a Project Specification) by facsimile or other electronic means shall be equally effective as delivery of a manually executed counterpart.

3.2 *Notice of Claim; Jurisdiction:* Client agrees that any action to enforce this Agreement shall be brought in the state/province district courts located in St. Louis County (county), State of Missouri (state/province). Client hereby consents to personal jurisdiction in the state/province of Missouri and waives any rights it may otherwise have to contest the assertion of jurisdiction over it in any other state. The parties waive trial by jury. In the event of a claim against Contractor arising out of this Agreement, Client agrees to supply Contractor with the following: (1) written notification of the claim within 14 days of discovery; and (2) access to the premises. Failure to comply with the above conditions is a bar to any action against Contractor

3.3 *No Waiver:* The failure of either party to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but these shall continue and remain in full force and effect as if no waiver has occurred.

3.4 *Entire Agreement:* This Agreement sets forth the entire and complete understanding and agreement of the parties as to the subject matter of this Agreement. All prior discussions are merged into this document. It may not be changed or modified orally but only by a written agreement signed by both parties. The terms of this Agreement will govern all Project Specifications and services undertaken by Contractor for Client. In the event of any conflict between this Agreement and any applicable Project Specification, the terms and conditions of that Project Specification shall control.

3.5 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable for any reason, such provisions shall be stricken from the Agreement, and the remaining provisions will continue in full force without being impaired or invalidated in any way.

3.6 *Assignment of Rights:* The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

3.7 *Headings:* Titles or headings to sections of this Agreement are not part of the terms of this Agreement, but are inserted solely for convenience.

3.8 *Notice:* Any notice or correspondence under this Agreement to Client or Contractor shall be mailed to the specified addresses of the Client and Contractor listed herein.

3.9 *Legal Fees:* If any proceeding arises between the parties with respect to a dispute involving the terms in this Agreement, and if Contractor prevails, the Contractor shall be entitled to receive its reasonable attorneys' fees, expert witness fees, and out-of-pocket costs incurred in connection with such proceedings, in addition to any other relief it may be awarded.

I have read this Agreement, understand it, and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written Agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration, fully intending to be bound by same.

Contractor Company: Moore Home Inspection Services, LLC

Contractor Name/Title: Emmitt Moore, President

Contractor Signature: Emmitt Moore

Date: _____

Client Company: _____

Client Name/Title: _____

Client Signature: _____

Date: _____