

GENERAL CONTRACT FOR SERVICES

This CONTRACT FOR SERVICES is made effective as of DATE , by and between ("Client"), who owns a residence located at , Tahoe City, California ("the Property"), and JENNIFER KALLMES, doing business as MOUNTAIN HOME CLEANING ("MHC"), of Post Office Box 876, Tahoe City, California 96145.

1. **DESCRIPTION OF SERVICES.** Beginning on DATE, MHC will provide to Client the following services (collectively, the "Services") related to the Property:

- o Bi-monthly walk through of home
- o Emergency contact listed
- o Hold key off site to unlock door in lockout situation
- o Open house for renters and/or guests, including turning on water, turning on lights, opening blinds, placing current local magazines on table, stocking wood inside, spraying down deck in non snow months, and checking supplies (e.g., laundry soap, dish soap, toilet paper, etc.)
- o House cleaning:
 - Weekly
 - Bi-weekly
 - On-call
 - Following vacation rental of the Property
- o Close home and secure the Property, securing all doors and windows, and check for damage following rental
- o Check home for damage control relating to return of security deposit, following vacation renters and/or guests
- o Meet with contractors or other service providers at residence, as needed
- o Concierge services:
 - Groceries shop and delivery
 - Farmer's market shopping and delivery
 - Maid services
 - Purchase home supplies
- o Snow removal on paths, walkways, stairs, decks and other areas inaccessible to plow service (describe area snow to be removed from: _ entry, fronts of garage, path to hot tub _____)

2. **TERM.**

2.1 **Initial Term.** Subject to the renewal provisions set forth in paragraph 3.2, below, this contract shall commence as of June 15th, 2011 and shall remain in full force and effect until the sooner of (i) the date Client sells his/her/its interest in the Property (whereupon this contract shall immediately terminate); or (ii) upon the termination of this contract pursuant to the provisions of this contract hereinafter provided.

2.2 **Automatic Renewal Term.** If this contract shall be in full force and effect on DATE, 2011, the term of this contract shall automatically renewed on a bi-annual basis, until either party shall terminate this contract on at least thirty (30) days written notice to the other.

3. **COMPENSATION.** Owner shall pay MHC a monthly fee of AMOUNT for its performance of the following monthly services described in Section 1 of this Agreement: bi-monthly walk through of home, emergency contact listed, hold key off site to unlock door in lockout situation, and meet with contractors or other service providers at residence, as needed. MHC will invoice Owner for services provided on a monthly basis, with invoices sent via e-mail unless otherwise requested by Owner in writing. The following additional fees will be invoiced and charged by MHC and paid by Owner to MHC as said services are provided:

- o Open and close house for renters/guests (bill at flat rate of \$30 per visit)
- o House cleaning (billed at hourly rate of \$35.00)
- o Concierge services (billed at hourly rate of \$40.00)
- o Snow removal (billed at hourly rate of \$40.00)
- o Handyman/Maintenance (billed at hourly rate of \$45.00)

4. **PAYMENT.** MHC shall invoice Client on a monthly basis for the above referenced services provided. Payment is to be made by Client within ten (10) days after the date of each billing. Payments not made within ten (10) days from the date of billing shall bear interest at the rate of eighteen percent (18%) per annum, or at the highest rate allowed by law at the time of execution of this contract, whichever is greater.

5. **INSURANCE AND BONDING.** MHC shall obtain and maintain liability insurance and bonding and any other insurance necessary to meet federal and state requirements in accordance with the laws of the State of California applicable to and covering all persons engaged in the performance of the work to be performed under this contract.

6. **DEFAULT-TERMINATION.**

6.1 **Automatic Termination.** This contract shall terminate automatically if:

- a. All or substantially all of the Property is destroyed by fire or other casualty;
- b. Client or MHC files a petition for bankruptcy, reorganization or arrangement under any state statute, or makes an assignment for the benefit of creditors, or takes advantage of any insolvency statute; or
- c. The Property is sold or otherwise transferred by Client, whether voluntarily or involuntarily.

6.2 **Optional Termination.** Client and MHC may immediately terminate this contract at any time if the other shall default in the performance of any of its obligations under this contract. In such event, the party declaring the default shall provide the other party ("Defaulting Party") with written notice thereof stating forth the nature of the default, and the Defaulting Party shall have (i) three (3) days to cure a monetary default or (ii) ten (10) days to cure a non-monetary default; provided, however, that if the nature of the alleged default is such that it cannot reasonably be cured within ten (10) days, the Defaulting Party may cure such default by commencing in good faith to cure such default promptly after its receipt of such written notice and prosecuting the cure of such default to completion with diligence and continuity within a reasonable time thereafter. Unless waived by the party providing notice, the failure to cure the default within such time period shall result in the automatic termination of this contract.

7. **FORCE MAJEUR.** If performance of this contract or any obligation under this contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeur"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeur shall include, without limitation, act of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, lock outs or work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or cease. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

8. INDEMNIFICATION.

8.1. Scope. Owner shall indemnify and hold harmless MHC, its principals, employees and agents (individually and collectively, the "Indemnities") from and against all liabilities, claims, suits, damages, judgments, costs and expenses of whatever nature, including reasonable counsel fees and disbursements, to which the Indemnities may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss or use of any property or otherwise in connection with the performance of MHC's obligations under this Agreement. Owner shall promptly reimburse the Indemnities who become liable for matters indemnified hereunder.

8.2. Excluded Matters. Notwithstanding the foregoing, Owner shall not be required to indemnify, hold harmless or reimburse the Indemnities with respect to any matter to the extent the same resulted from the gross negligence or willful malfeasance of the Indemnities or actions taken by the Indemnities outside the scope of MHC's authority under the terms of this Agreement or any express or implied direction of Owner.

9. MEDIATION AND ARBITRATION. Any controversy or claim arising out of or relating to this contract or the breach of this contract and which the parties do not promptly resolve, shall be mediated unless the parties agree otherwise in writing. This paragraph shall be specifically enforceable.

NOTICE: BY INITIALING IN THE SPACE BELOW, YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED "MEDIATION AND ARBITRATION" PROVISION DECIDED BY MEDIATION. ANY PARTY WHO REFUSES TO SUBMIT TO MEDIATION AFTER AGREEING TO THIS PROVISION WILL LOSE HIS OR HER RIGHT TO RECOVER ATTORNEYS' FEES PURSUANT TO PARAGRAPH _____ OF THIS CONTRACT SHOULD THE MATTER THEREAFTER BE ARBITRATED. YOUR AGREEMENT TO THIS MEDIATION PROVISION IS VOLUNTARY. WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THIS CONTRACT.

CLIENT

MHC

In the event the parties are unsuccessful in resolving all or any portion of said dispute through mediation, such remaining dispute(s) shall be resolved by binding arbitration in accordance with the then current rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this contract. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location in Tahoe City, California, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than thirty (30) days after the notice of arbitration is served. The arbitrator shall not have the authority to modify any provision of this contract or to award punitive damages. The arbitrator shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this contract.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THIS MEDIATION AND ARBITRATION PROVISION TO ALTERNATIVE DISPUTE RESOLUTION AS DESCRIBED ABOVE.

CLIENT (initials)

MHC (initials)

10. ATTORNEYS' FEES AND COSTS. Should any litigation or arbitration be commenced between the parties hereto concerning any controversy or breach of any provision of this contract, or the rights and obligations of the parties hereto, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorneys' fees and costs incurred in connection therewith.

11. SOLE AND ONLY AGREEMENT. This contract supersedes any and all agreements, either oral or written, between the parties and contains all of the representations, covenants, and agreements between the parties with respect to the rendering of the aforementioned Services. Each party to this contract acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this contract, and that no other agreement, statement, or promise not contained in this contract will be valid or binding. Any modification of this contract will be effective only if it is in writing signed by the party to be charged.

12. **ASSIGNMENT.** Neither party may assign this contract or payments due here under, without the prior written consent of the other party.

13. **GOVERNING LAW.** This contract shall be construed in accordance with and governed by the laws of the State of California.

14. **PARTIAL INVALIDITY.** If any provision of this contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

15. **NOTICES.** Any notice or communication required or permitted under this contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, or by e-mail to the U.S. mail or e-mail address set forth below, or to such other address as one party may have furnished to the other in writing:

Client: _____

MHC: Mountain Home Cleaning
P.O. Box 876
Tahoe City, California 96145
Jennifer@mountainhomecleaning.com

If notices are provided by e-mail, delivery receipts and read receipts shall be requested by the sender and sent by the recipient upon receipt and reading.

16. **WAIVER OF CONTRACTUAL RIGHTS.** The failure of either party to enforce any provision of this contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed as of the day and year first above written.

CLIENT:

MHC:
MOUNTAIN HOME CLEANING

By: _____

By: _____
Jennifer Kallmes, Owner

Name: _____

Title: _____