

# PROPERTY MAINTENANCE CONTRACT

Location: \_\_\_\_\_ Contract Number: \_\_\_\_\_

## Client Information:

Full Name / Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Service Provider Information:

Full Name / Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Property Details:

Property Address: \_\_\_\_\_

Type of Property (e.g., Residential, Commercial): \_\_\_\_\_

Size / Area (sq. ft.): \_\_\_\_\_

Known Issues / Repairs Needed: \_\_\_\_\_

## Scope of Services:

Service Provider agrees to perform maintenance, repair, cleaning, and any other specified tasks necessary to maintain the property described above in good condition, according to the terms outlined in this Contract.

## Term and Termination:

This Contract shall commence upon execution and shall continue until terminated by either party with written notice delivered at least thirty (30) days prior to the intended termination date. Either party may terminate this Contract for cause upon material breach, provided written notice is given and the breaching party fails to cure within a reasonable time.

## Payment Terms:

Total Contract Price: \_\_\_\_\_ USD

Payment Schedule: \_\_\_\_\_

## Responsibilities and Obligations of the Service Provider:

Service Provider shall perform all services in a professional and workmanlike manner, complying with all applicable laws, regulations, and industry standards. Service Provider is responsible for providing all labor, materials, tools, and equipment necessary to complete the services described herein.

## Responsibilities and Obligations of the Client:

Client shall provide access to the property as necessary for Service Provider to perform the services, and shall promptly notify Service Provider of any known defects or hazards. Client shall make payments in accordance with the payment terms of this Contract.

**Insurance and Liability:**

Service Provider shall maintain appropriate insurance coverage, including general liability and workers' compensation insurance, during the term of this Contract. Client shall not be liable for any injury or damage sustained by Service Provider or its employees, except to the extent caused by Client's gross negligence or willful misconduct.

**Indemnification:**

Each party agrees to indemnify, defend, and hold harmless the other party from any claims, liabilities, damages, or expenses arising out of the indemnifying party's negligence, breach of this Contract, or misconduct.

**Dispute Resolution:**

Any disputes arising under or in connection with this Contract shall first be attempted to be resolved by good faith negotiations between the parties. If unresolved, disputes shall be submitted to mediation before any legal action. If mediation fails, disputes shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association, with venue in the county where the property is located.

**Governing Law:**

This Contract shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to its conflict of laws principles.

**Force Majeure:**

Neither party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, strikes, or governmental actions.

**Confidentiality:**

The parties agree to keep confidential all non-public information obtained from the other party in connection with this Contract, except as required by law or with prior written consent.

**Entire Agreement and Amendments:**

This Contract, including any attachments or exhibits, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings. Any amendments must be in writing and signed by both parties.

**Severability:**

If any provision of this Contract is found invalid or unenforceable, the remaining provisions shall remain in full force

and effect and the invalid provision shall be replaced by a valid provision that most closely reflects the parties' intent.

**Waiver:**

No failure or delay by either party in exercising any right shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise of any right.

**Signatures:**

**CLIENT SIGNATURE**

**SERVICE PROVIDER SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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