



# HOME SERVICE PLAN

(316) 351-6016

804 N. HAVERHILL RD. EL DORADO, KS 67042

## CONTACT INFORMATION

Name(s): \_\_\_\_\_

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

City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone

Name: \_\_\_\_\_ Number: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Name: \_\_\_\_\_ Number: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Email

Name: \_\_\_\_\_ Email: \_\_\_\_\_

Name: \_\_\_\_\_ Email: \_\_\_\_\_

## PREFERRED METHOD OF CONTACT

Phone Call       Text Message       Email

## SELECT A PLAN

Silver       Gold       Platinum       Vendor Coordination       Customized

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

## **AGREEMENT FOR ANNUAL HOME SERVICE PLAN**

THIS AGREEMENT ("Agreement") is made by and between:

Client Name under Contact Information on Registration form, (hereby known as the "Client")

-and-

Engels Property Management, LLC, with an office address at 804 N Haverhill Rd, El Dorado, KS 67042 (316) 351-6016, (hereby known as the "Company");

Whereas the Client wishes to enroll in an Annual Home Service Plan;

Whereas the Company, agrees to provide such services to the Client and thus both parties hereby agree to the following terms of this Agreement:

**Scope of Work.** The Company shall provide an Annual Home Service Plan as registered by the client.

**Contractual Amount.** The Agreement shall amount to the monthly plan amount as define under plans. Such amount shall not be increased without the express approval of the Client.

**Disputes.** Any dispute arising from or brought under this Contract may be determined by mediation if mutually agreeable, otherwise by litigation. Should the dispute be for action for litigation, it shall be filed with the proper courts of Kansas, to the exclusion of all other venues that are hereby expressly and willingly waived by the parties. In case of an action or suit filed by any of the parties hereto due to breach or violation of any of the terms and conditions of this Agreement, the parties agree that the aggrieved party shall be paid in sum equivalent to twenty (20%) percentum of the total sums awarded by in no case less than \$20,000.00 as and by way of attorney's fees, plus the cost of suit and collection or litigation expenses as may be proven in said action and adjudged by the court.

**Term.** The term of this Agreement shall be for an initial period of twelve (12) months (the "Term"). The Agreement will automatically renew for successive terms of twelve (12) months (each, a "Renewal Term") unless either Party provides written notice of termination at least thirty (30) days prior to expiration of the Agreement.

**Termination.** Either party may terminate this Agreement upon thirty (30) days written notice.

**Confidentiality.** The Company, its agents, personnel, employee(s), and/or subcontractor(s) shall keep the confidentiality to all information received in the course of performance of the Services and maintain confidentiality beyond the termination of this Agreement.

**Governing Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties in accordance with the laws of the State of Kansas.

**Severability.** In case any of the provision of this Contract be held invalid by any competent court, the same shall apply only to the said provision involved and the remaining provisions hereof shall remain valid and enforceable.

**Non-Waiver.** Failure of any party to insist upon the strict compliance with and performance of any of the terms, conditions and covenants hereof shall not be deemed as a relinquishment or waiver of any rights that a party may have, nor shall it be construed as a waiver of any subsequent breach or default of the terms, conditions herein contained, but such shall continue to be in full force and effect. No waiver of either party shall be deemed to have been made unless expressed in writing and duly signed by the waiving party.

**Relativity.** This Agreement inures to the benefit of and is binding upon the successions and assigns of the parties hereto.

**Assignment.** Neither party shall assign or transfer its right and obligations under this contract without the prior written consent of the other.

**Counterparts.** This Agreement and all amendments to it may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one document binding all the Parties hereto.

**Agreement Modification.** No modification or alteration of the Contract shall be considered as having been made unless executed in writing and duly signed by the parties hereto.

**Jurisdiction.** In case of an action or suit filed by any of the parties hereto due to breach or violation of any of the terms and conditions of this Agreement, the parties agree that the aggrieved party shall be paid in sum equivalent to twenty (20%) percent of the total sums awarded but in no case less than \$20,000 as and by way of attorney's fees, plus the cost of suit and collection of litigation expenses as may be proven in said action and adjudged.