

MAINTENANCE AGREEMENT

THIS AGREEMENT was made and entered into this ____ day of _____, by and between), _____ hereinafter designated as "Owner," **University Real Estate & Property Management, LLC**, a Tennessee corporation, or its assigns, hereinafter designated as "Agent." Owner desires to employ Agent to perform and/or supervise any maintenance on the real estate property situated in the City of Knoxville, County of Knox, State of Tennessee and known as, _____.

Said Agreement shall commence on the date first set above and will continue in full force and effect until this Agreement is terminated at the option of either party upon thirty (30) days' prior written notice to the other party. Termination of this agreement by the owner shall not excuse payment of fees and other compensation earned earlier by the agent before the effective date of termination of this agreement.

AGENT'S AUTHORITIES AND OBLIGATIONS

Owner hereby confers upon Agent the following authorities and obligations:

- To hire, supervise, and discharge all employees and independent contractors required in the maintenance of the property.
- To contract for repairs at a cost to Owner not to exceed \$300.00. Repairs above this amount must have written approval from the owner.
- To contract for emergency repairs at a cost to Owner not to exceed \$500.00. In the event Owner is not available for consultation, to contract for such repairs and expenditures as are necessary for the protection of the property from damage.
- To submit monthly invoices for services performed.
- To maintain accurate records of all maintenance performed on the property.
- **SPECIAL STIPULATIONS -**

1. _____
2. _____
3. _____

OWNER'S OBLIGATIONS

Owner agrees to pay Agent fees for service rendered at the following rates:

Materials and Subcontractors Cost plus 20%

Agent's Employees:

- Service Call per Hour (regular).....\$85.00
- Service Call per Hour (emergency or after hours).....\$127.50

One hour minimum is charged for any service call. Emergency repairs are those repairs performed after 5:00 p.m. Monday through Friday or on the weekends, which, due to their nature, cannot be postponed to normal business hours.

The owner agrees to pay invoices upon receipt. Any amounts due and payable to Agent, which become 30 days or more delinquent, shall be charged a finance charge of 10%. If the Agent must place Owner's account for collection, the Owner agrees to pay all costs of collection, including attorney's fees. The agent may, upon thirty (30) days' written notice, change the rates that are charged for maintenance.

If repairs to the property were necessitated by the actions or conditions of a third party, the owner agrees to pay the Agent as per this agreement and to collect from the third party any amounts the owner feels are due from said third party.

Owner shall not hold Agent liable for any error of judgment, or for any mistake of fact, or lay, or for anything which Agent may do or refrain from doing hereinafter, except in cases of willful misconduct or gross negligence.

Owner assumes full responsibility for the payment of any expenses and obligations incurred in connection with the exercise of Agent's duties set forth in this agreement.

All notices required to be given hereunder shall be in writing and mailed to the parties hereto at the addresses set forth below or to such other addresses or addresses as the parties may from, time-to-time hereafter, furnish to each other in writing.

In the event of any legal action by the parties arising out of the agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs to be determined by the court in which such action is brought.

Owner shall indemnify, save, and hold the Agent harmless from any and all costs, expenses, attorney's fees, suits, liabilities, damages from or connected with the maintenance of the property by the Agent, or the performance or exercise of any of the duties, obligations, powers, or authorities herein or hereafter granted to the Agent.

All maintenance requests should be sent in writing via email to maintenance@urehousing.com. This will ensure that all requests are documented properly. If you have guests and/or tenants residing in your unit, we will need permission from you before we can accept any maintenance requests from them.

UNIVERSITY REAL ESTATE &
PROPERTY MANAGEMENT, LLC

By: _____
Suzanne Moll, Manager and Owner

Owner's Signature _____ Date _____

Owner's Name (Print) _____

Date: _____

Social Security Number _____

Address: 603 W. Main St. Suite 102
Knoxville, TN 37902

Address: _____

Phone: (865) 673-6600
Fax: (865) 673-5982

E-Mail: _____

Date: _____

Work Phone: _____

Cell Phone: _____

MAINTENANCE AGREEMENT
Contact Information

Individuals other than the maintenance agreement holder who are authorized to submit
a maintenance request to University Real Estate:

_____ Name	_____ Phone	_____ Email	_____ Relationship to Owner
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_____ Name	_____ Phone	_____ Email	_____ Relationship to Owner
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_____ Name	_____ Phone	_____ Email	_____ Relationship to Owner
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_____ Owner Signature	_____ Date
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