

## Maintenance Agreement

This agreement is between the (insert Authority), a public body corporate and politic, ('Contractor') and (insert company), in its capacity as Management Agent for (insert company) ('Management Agent'). Contractor has agreed to provide maintenance services to Management Agent for the following described properties (the 'Property') on the terms and conditions of this agreement: (insert company and address).

### 1. Defined Terms

#### (a) Routine Maintenance

(1) Apartment Preparation- Services that are routine and prepare an apartment for occupancy after a current resident of the Property moves; such as cleaning, painting, repairing holes in wall, repair or replacement of fixtures and appliances.

(2) Service Requests- Call in requests by residents, on-site manager or commercial occupant of the Property to perform routine tasks; such as unstop commodes, repair fixtures, appliances and restore power.

(3) Cooling and Heating Systems- Includes monitoring, testing, preventative maintenance, minor repairs of leaks, and heating and cooling equipment.

(4) Small Window Repair- Replace broken glass in apartment windows, except antique windows.

(5) Pest Control- Scheduled application of pesticides in apartments, common and commercial areas and special applications in specific areas where pest infestations have occurred.

(b) After Duty Hours Emergencies- Repairs called in to the On-Call repairman of Contractor that require repair before the next duty day in order to prevent further damage or may be a detriment to the health of residents of the Property, such as repair of plumbing leaks and abatement of fire hazards.

#### (c) Extraordinary Maintenance

(1) Window Replacement- Replacement of an entire apartment window, including the frame.

(2) Replacement of Major Heating and Cooling Equipment.

- (3) Roof and Drain Repairs.
- (4) Large Window and Commercial Door Glass

Repair/Replacement. (5) Remodeling.

- (6) Damages from Vandalism and Acts of God (involving damages of over \$500.00 in any one incident).

- (7) Standby/Emergency Power Maintenance.

- (8) Elevator Maintenance.

- (9) Other Maintenance not enumerated above as Routine Maintenance.

(d) Janitorial Service- All cleaning and floor waxing of common areas to include halls, lobby, rest rooms, office, closets, basement and community room.

2. Under the terms of this agreement, Contractor will provide all Routine and After Hours Emergency Maintenance, as defined in paragraph 1, above. Management Agent shall be responsible for Extraordinary Maintenance and Janitorial Service, as defined in paragraph 1, above.

### 3. Procedures

#### (a) Apartment Preparation

- (1) Management Agent shall inform Contractor when apartments will be available for Apartment Preparation.
- (2) Management Agent shall inform Contractor of a reasonable projected occupancy date for the apartment and shall coordinate with Contractor the Apartment Preparation work.
- (3) Management Agent shall inspect the completed Apartment Preparation and inform Contractor of deficiencies which Contractor shall return to correct.

#### (b) Service Requests

- (1) Residents of the Property will make requests for service to the building manager of Management Agent.
- (2) Said building manager will complete work orders and notify Contractor.

- (3) Work orders will be picked up at a designated place at the Property by a maintenance technician of Contractor. As work is completed, a copy reflecting such work will be provided to Management Agent's building manager, and a copy retained by Contractor for its records.

(c) After Duty Hours Emergencies.

- (1) Residents of the Property will telephone Management Agent's building manager, who will screen requests for validity and call Contractor's On Call Maintenance Technician to perform validated emergency work.
- (2) If Management Agent's building manager is not available to respond to telephone calls, a resident of the Property may call the On-Call Maintenance Technician of Contractor directly, who will screen the emergency validity and perform work.
- (3) The On-Call Maintenance Technician of Contractor will complete work orders and provide a copy the next work day to Management Agent's building manager and to Contractor.

(d) Pest Control

This work will be conducted in accordance with the definition in paragraph 1 hereof and the Schedule of Maintenance attached hereto as Exhibit 1.

(e) Extraordinary Maintenance

Extraordinary Maintenance items will be identified by either party to this agreement. The parties will coordinate with each other and agree on what specific work shall be done. Upon request of Management Agent, Contractor will obtain estimates or bids, as appropriate, from commercial contractors. The Management Agent shall have approval authority for these estimates or bids. The Contractor shall supervise such work to completion and the Management Agent shall inspect completed work.

#### 4. Compensation to Contractor

- (a) Management Agent shall pay Contractor (insert amount) annually for labor services provided under this Agreement. Compensation shall be in the form of 12 equal monthly payments made to Contractor by check from Management Agent covering each calendar month during the term hereof. Such check shall be delivered to Contractor not later than the 10th day of the ensuing month.
- (b) All required materials, appliances and supplies will be provided by Contractor

at Contractor's cost plus 20%. Statements, along with vouchers, will be provided to Management Agent at the end of each month with payment being delivered to Contractor not later than 10 days after receipt of such statements.

5. Period of Agreement- the period of this agreement will begin on (insert date) and extend for 1 year from that date. Either party may terminate the Agreement by giving 90 days written notice to the other by certified mail. If such notice is not given, the Agreement will automatically extend for another year.
6. This agreement is performable in (insert city, county and state) and shall be construed in accordance with the laws of the State of Texas.
7. This agreement supercedes any prior agreements of the parties, written or oral. No amendment to the terms hereof shall be binding unless such amendment is in writing and signed by the parties. There are no oral agreements between the parties.