



SHOW OFF AND SELL
(281) 216-8117
HOUSTON, TEXAS

SERVICE AGREEMENT

This AGREEMENT is made this _____ day of _____, 20____, between SHOW OFF and SELL and _____ (herein called CONTRACTOR/SALES ASSISTANT). CONTRACTOR/SALES ASSISTANT herein agrees to occupy, maintain and take care of the residence located at _____, subject to the following conditions.

1. The premises is to be cared for and maintained until said property is sold, the Agreement between SHOW OFF and SELL and the HOMEOWNER is terminated, or until this AGREEMENT is terminated, respectively.
2. The CONTRACTOR/SALES ASSISTANT herein agrees to pay SHOW OFF and SELL a fee in the sum of \$_____ for each month of occupancy and a pro rata share of said amount if the premises are occupied less than one full month. All payments shall be made in advance of the first day of any month in which the premises are occupied. If occupancy is prior to the first day of a month, the pro rata share of the remainder of the first month of occupancy shall be paid in advance. There is a late charge of \$20.00 per day for payments received after the 3rd (3) day of the month.
3. In considerations of the faithful performance of the terms and conditions of this AGREEMENT, the CONTRACTOR/SALES ASSISTANT herein agrees to deposit with SHOW OFF and SELL, the sum of \$_____, as liquidated damages. The receipt of this amount is hereby acknowledged. This will be returned upon satisfactory performance of all obligations of this agreement. This deposit shall not be construed as fee, and any attempt by CONTRACTOR/SALES ASSISTANT to withhold payment of a month's fee is a violation of V.T.C.A. Property Code sec. 92.108. A fee of \$_____ is hereby agreed to be the CONTRACTOR/SALES ASSISTANT in consideration of SHOW OFF and SELL administrative processing expenses. Such fee is not refundable.
4. CONTRACTOR/SALES ASSISTANT herein agrees to pay all charges for electricity, gas, water, trash, or the like, attributable to the period of occupancy. CONTRACTOR/SALES ASSISTANT is solely responsible for his or her phone service.
5. CONTRACTOR/SALES ASSISTANT herein agrees to comply with the following terms and conditions unless such is expressly waived in writing by both SHOW OFF and SELL and the HOMEOWNER.
 - a. Keep the premises in a SHOW OFF and SELL condition at all times.
 - b. Properly use, operate, and maintain all electrical, gas, heating and plumbing systems and appliances.
 - c. Maintain the premises and properly dispose waste and trash in a sanitary manner.
 - d. Not to permit a nuisance or any waste.
 - e. Not to permit any animals, pets or smoking in the residence unless agreed to in writing by both SHOW OFF and SELL and HOMEOWNER.
 - f. To report to SHOW OFF and SELL any structural or potential structural problems or defects.
 - g. Vacate the property on advance notice of fourteen (14) days upon notification by SHOW OFF and SELL.
6. CONTRACTOR/SALES ASSISTANT herein agrees to:
 - a. Mow, water and maintain the lawn, flowers, and shrubs on a regular basis and keep the walkways and driveways clear of all obstructions.
 - b. Replace any doors or windows broken during occupancy.
 - c. Take responsible care to prevent water pipes and waste pipes from becoming frozen or clogged. In the event said pipes become clogged as a result of negligence on the part of the CONTRACTOR/SALES ASSISTANT, he or she shall, at the OWN expense, repair all damages or be held liable for said damage.
7. CONTRACTOR/SALES ASSISTANT herein agrees not to use said premises for any purpose other than that of a residence and shall not use said premises or any part thereof for an illegal purpose. CONTRACTOR/SALES ASSISTANT further agrees that the said premises or any part thereof shall not be used for (i) the conduct of an offensive, noisy, or dangerous activity; (ii) repair of any vehicle; (iii) the conduct of any business, including child care; (iv) the conduct of any activity which violates any



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applicable deed, homeowners or subdivision restrictions; or (v) any purpose or in any manner which will obstruct, interfere with, or infringe on the rights of another person near the said premises.

8. CONTRACTOR/SALES ASSISTANT is in the residence for the purpose, among others, of enhancing the property for sale of the home. Therefore, the CONTRACTOR/SALES ASSISTANT must have the home ready for the occupancy of the new owner within fourteen (14) days of any sale or closing. CONTRACTOR/SALES ASSISTANT must be ready and able to move when the home is sold or when the agreement between the HOMEOWNER and SHOW OFF and SELL has expired.

CONTRACTOR/SALES ASSISTANT is required to vacate the premises immediately upon breach of this AGREEMENT or by default of any term of this agreement. Continuation of a CONTRACTOR/SALES ASSISTANT after default or breach is solely at the discretion of SHOW OFF and SELL.

9. CONTRACTOR/SALES ASSISTANT herein agrees not to make any alterations of any kind, do or cause to be done any painting or wallpapering to said premises without prior written approval of SHOW OFF and SELL and the HOMEOWNER.

10. SHOW OFF and SELL and the HOMEOWNER shall have the right of access to the premises at any reasonable time.

11. If the CONTRACTOR/SALES ASSISTANT is in breach of this agreement he or she must immediately vacate the premises. If, by reason of default or breach by either party in the performance of any of the provisions of this agreement, the defaulting party is liable for any and all reasonable costs and attorney fees incurred by the non-defaulting party, or if both parties have defaulted, then such fees and costs shall be awarded to the prevailing party. Any action contrary to terms and conditions, including paragraph 5(h), it is expressly agreed that SHOW OFF and SELL shall be entitled to immediate injunctive relief. CONTRACTOR/SALES ASSISTANT expressly WAIVES any notice or time requirements as provided in the Texas statutory provisions for forcible entry and detainer.

12. CONTRACTOR/SALES ASSISTANT herein agrees not to assign this AGREEMENT or any part thereof without prior written consent from HOMEOWNER. All occupants of said premises must be under AGREEMENT with SHOW OFF and SELL. CONTRACTOR/SALES ASSISTANT also agrees not to attempt to lease or encumber the premises in any way.

13. SHOW OFF and SELL herein agrees to, within a reasonable time:

- a. Notify CONTRACTOR/SALES ASSISTANT immediately of pending sale or if owner intends to reclaim.
- b. Notify homeowner of any structural maintenance that may be needed to keep the premises habitable for the CONTRACTOR/SALES ASSISTANT.

14. The APPLICATION submitted by the CONTRACTOR/SALES ASSISTANT and the ATTACHMENTS A, B, C are incorporated herein, and are hereby made a part of this agreement. It is expressly understood that the representations made therein are material to this agreement, therefore any misrepresentations may be grounds for the immediate rescission or termination by SHOW OFF and SELL at its discretion of this agreement.

15. It is expressly understood that NO "landlord-tenant" nor "employer-employee" nor "agency" relationship(s) are create or shall arise from the agreements entered into hereunder. Therefore, legal remedies such as forcible entry and detainer or statutory notices to quit are waived by the CONTRACTOR/SALES ASSISTANT and shall not be available remedies.

16. CONTRACTOR/SALES ASSISTANT is responsible for the first \$50.00 of any repairs, with the exception of homes under the American Home Shield Warranty priced at the first \$35.00 of any repair.

17. CHANGES OR DELETIONS.

CONTRACTOR/SALES ASSISTANT

DATE

SHOW OFF and SELL

DATE



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ATTACHMENT A

**SHOW OFF and SELL CONTRACTOR/SALES ASSISTANT
DUTIES AND RESPONSIBILITIES**

CONTRACTOR/SALES ASSISTANT herein agrees to the following:

1. The home must be kept in a SHOW OFF and SELL condition. Upon leaving the home, the beds are to be made; the dishes washed and out of sight; all floors vacuumed and/or cleaned, if needed. Everything should be in its appropriate place for the home to be shown. If at home, these items should be accomplished on short notice in order to show the home. The CONTRACTOR/SALES ASSISTANT must always be prepared for showing the home to prospective purchasers. Therefore, THE REALTOR SHOULD NEVER BE REFUSED A SHOWING.
2. If the realtor cannot reach you before a showing of the home, the realtor has permission to proceed with the showing. The CONTRACTOR/SALES ASSISTANT agrees that SHOW OFF and SELL is the purpose of this program.
3. SHOW OFF and SELL will make unannounced inspections at least once a month. The HOMEOWNER and realtor will also make unannounced inspections. If the home is unsatisfactory at the time of inspection, the CONTRACTOR/SALES ASSISTANT has 48 hours to put the house in compliance with SHOW OFF and SELL standards. If the realtor asks you to call our office, you must do so. If SHOW OFF and SELL does not receive a call for you within 48 hours, this is grounds to terminate the agreement with you.
4. The HOME WILL REMAIN ON A "LOCK BOX" WITH KEY AT ALL TIMES. Showing of the home will continue during the CONTRACTOR/SALES ASSISTANT move-in. Boxes should be placed in the garage as they are unpacked.
5. The property will be used only as a private residence for persons in the SHOW OFF and SELL program. The property must be kept in good condition and appearance.
6. The yard must be maintained on a regular basis. This includes mowing and watering the grass, watering the trees, bushes, and flower beds. If the home has a sprinkler system, it may be used. However, if the home does not have a sprinkler system, or it is broken, watering must be maintained on a regular basis.
7. There must not be more than two cars in the driveway, nor should you park on the lawn or the street. Cars may be parked on the street on occasion, if and when necessary and for a limited duration. Oil spots must be removed and drives kept clean. No wrecked cars or cars not running are to be on the property. Two car garages are to have space for two cars. Any additional storage space must be off the premises. No boats, campers or motor homes will be allowed on the premises. Pets are not permitted unless prior approval is arranged by SHOW OFF and SELL.
8. Approval must be received from the SHOW OFF and SELL office before doing any alterations such as painting, papering, hanging pictures, changing locks, etc. If approval is not received, CONTRACTOR/SALES ASSISTANT is responsible for the costs, should the homeowner request to restore that change.
9. SHOW OFF and SELL must be notified in writing of any items you plan to install at the property, such as drapes, mini-blinds, ceiling lights and fans, built-in microwaves, door knobs, etc. BEFORE installation. Anything attached to the property becomes a fixture; therefore, part of that property unless SHOW OFF and SELL has reserved those items in writing with the realtor and the HOMEOWNER prior to installation. If this procedure is not followed, the items will not be returned to the CONTRACTOR/SALES ASSISTANT.
10. Any cost the CONTRACTOR/SALES ASSISTANT has incurred WILL NOT BE REIMBURSED unless the CONTRACTOR/SALES ASSISTANT has received authorization from SHOW OFF and SELL and has receipts for accounting purposes.
11. SHOW OFF and SELL must be contacted immediately anytime a problem develops such as plumbing, heating and cooling, electrical, roof or structural. These repairs will need to be coordinated with the HOMEOWNER or realtor. CONTRACTOR/SALES ASSISTANT need not contact the realtor or HOMEOWNER directly about these repairs or other items pertaining to the property.
12. CONTRACTOR/SALES ASSISTANT insurance binder is required on move-in date, and the insurance policy must be in the SHOW OFF and SELL office at the five (5)-day inspection.



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13. CONTRACTOR/SALES ASSISTANT is required to be present at the 5-day inspection. SHOW OFF and SELL will use this meeting to answer any questions CONTRACTOR/SALES ASSISTANT may have, to go over any maintenance problems with the house and to give suggestions about the appearance of the home.

14. RESIGNATION: CONTRACTOR/SALES ASSISTANT agrees to notify SHOW OFF and SELL two weeks (15 days) before resigning from the program. If SHOW OFF and SELL does not receive written notice at least two weeks (15 days) in advance, the CONTRACTOR/SALES ASSISTANT will be denied deposit refund.

When CONTRACTOR/SALES ASSISTANT resigns from the program, CONTRACTOR/SALES ASSISTANT will receive the deposit refund when SHOW OFF and SELL has reviewed the property and all conditions have been met. SHOW OFF and SELL will inspect the property, as will the realtor. Time limitation is 30 days after CONTRACTOR/SALES ASSISTANT has vacated the property. CONTRACTOR/SALES ASSISTANT will be responsible for charge incurred for items such as dirty walls, torn/stained carpet, torn linoleum, damages to wallpaper, broken windows/mirrors, or any other damage to the property. Costs of repair/replacement will be withheld from deposit and/or billed to the CONTRACTOR/SALES ASSISTANT.

15. Upon vacating, SHOW OFF and SELL must have the date the utilities are going to be transferred to the HOMEOWNER or realtor. Utilities are NOT to be turned off by the CONTRACTOR/SALES ASSISTANT. If CONTRACTOR/SALES ASSISTANT is responsible for any utility being turned off, the CONTRACTOR/SALES ASSISTANT will not receive their deposit refund. A change of address notification must be filed with the Post Office.

16. When vacating, CONTRACTOR/SALES ASSISTANT is responsible for the following: Remove all garbage, remove all boxes, vacuum or clean floors, clean bathroom(s), kitchen, cabinets, closets and remove all items. Refrigerator must be cleaned, ovens and fireplaces cleaned, front door/patio areas free of debris, mow and trim the yard. Keys and garage door opener are to be left on kitchen counter.

17. Fee payments are due on the 1st day of each month. Fee payments received by SHOW OFF and SELL after the 3rd day of each month will be assessed a \$20.00 PER DAY LATE FEE.

18. CONTRACTOR/SALES ASSISTANT will be notified ONLY by a SHOW OFF and SELL representative that the property has been sold. If notified by anyone else, contact SHOW OFF and SELL.

19. When the property CONTRACTOR/SALES ASSISTANT is occupying sells, SHOW OFF and SELL will give CONTRACTOR/SALES ASSISTANT a priority in choice of the available homes in our program. SHOW OFF and SELL DOES NOT GUARANTEE CONTRACTOR/SALES ASSISTANT ANOTHER HOME TO MOVE TO WHEN CONTRACTOR/SALES ASSISTANT PROPERTY SELLS.

20. When the property CONTRACTOR/SALES ASSISTANT is occupying sells, CONTRACTOR/SALES ASSISTANT must vacate the home on the date stated in the move-out letter. If CONTRACTOR/SALES ASSISTANT does not vacate the property on or before the move-out date, SHOW OFF and SELL will send a moving company to remove the contents of the home at the CONTRACTOR/SALES ASSISTANT expense.

21. CONTRACTOR/SALES ASSISTANT will notify SHOW OFF and SELL of any change in their work or home telephone numbers within three (3) days of such change.

22. CONTRACTOR/SALES ASSISTANT should always contact SHOW OFF and SELL to communicate anything to the realtor or HOMEOWNER.

23. All properties with pools are required to be serviced through a qualified pool service. The charge for this service will be added to CONTRACTOR/SALES ASSISTANT monthly fee.

24. CONTRACTOR/SALES ASSISTANT agrees that any breach of AGREEMENT with SHOW OFF and SELL, SHOW OFF and SELL will give CONTRACTOR/SALES ASSISTANT seven (7) days to vacate the property without deposit refund.

25. CONTRACTOR/SALES ASSISTANT has read all of the above responsibilities and understands each and all requirements and responsibilities and herein agrees to fulfill all of the CONTRACTOR/SALES ASSISTANT responsibilities as written in this agreement.

26. CHANGES AND DELETIONS.



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ATTACHMENT B
INSURANCE REQUIREMENTS


The CONTRACTOR/SALES ASSISTANT shall obtain and maintain at CONTRACTOR/SALES ASSISTANT's own expense, during the term of this agreement, insurance of the types and coverage as set forth below.

A. PERSONAL PROPERTY with coverage of not less than \$15,000.

B. The CONTRACTOR/SALES ASSISTANT shall furnish SHOW OFF and SELL a certificate of such insurance issued by the insuring carrier. Certificates shall be sent to SHOW OFF and SELL. The fulfillment of such obligations, however, shall not otherwise relieve the CONTRACTOR/SALES ASSISTANT of any liability assumed by the CONTRACTOR/SALES ASSISTANT obligations to indemnify SHOW OFF and SELL.

CONTRACTOR/SALES ASSISTANT

DATE



SHOW OFF and SELL

DATE