DETAIL AGREEMENT INDIAN ROCKS PROPERTY OWNERS ASSOCIATION OF LEDGEDALE, INC. HOUSE CHECK SERVICE

IN CONSIDERATION OF PAYMENT RECEIVED. Indian Rocks Property Owners Association or Ledgedale, Inc. agrees to provide the following services for the term of the Agreement.

TERMS OF THE AGREEMENT: Annual Option January 1, 2019 – January 1, 2020

Three Month Option January 1, 2019 – April 1, 2019 **ONLY**

Monthly Option Pay per month, you specify month(s) needed

PROOF OF INSURANCE MUST BE SUBMITTED WITH PAYMENT AND SIGNED APPLICATION.

THE PLAN:

- 1. The Association shall retain a key to the owner's home in a secure metal key box accessible by only authorized agents of the Association.
- 2. An authorized member of the Association staff shall make walk through observations of interiors of the properties twice weekly to observe apparent obvious signs of harm or damage. This twice-weekly check will be made during the period of January 1 April 1. The remaining time will receive one weekly random check. Frequency of a walk through is dependent upon availability of Association personnel.
- 3. Visually observe obvious problems involving damage due to ice, snow, rain, wind or trees, to the extent same are readily and apparently observable, insect, rodent, animal problems, utility interruptions, puddling of water and unlawful entry. All observations shall be without intrusive investigation, i.e., opening cabinets, closets or movement of real or personal property. Fire alarms in plain view which have been previously identified in writing as to location in the home and which contain a test button will be activated to ascertain whether the alarm test system is operating. The operation and maintenance of same are not assumed or insured by the Association.
- 4. Applicant(s)/Owner(s) represent to the Association that to the best of his/her/their knowledge the pipes, furnace, heaters and systems in the home are in good condition and repair unless otherwise specified in writing and acknowledged by the Association at the time of application.
- Applicant(s)/Owner(s) agrees to maintain and continue all property owner's insurance, general liability, casualty & loss due to theft in full force during the term of agreement and waive rights of subrogation thereunder.
- 6. In consideration of the above services, the owner named on the agreement shall make an annual payment in advance of \$300 for services. The special winter rates only program from January 1, 2019 April 1, 2019 is \$150 in advance for those homeowners interested in this 3-month plan. For those who choose the monthly option, month of service must be specified and a payment of \$75 must be made in advance.
- 7. During the winter months, arrangements must be made for snow removal to keep a clear path to your door. If the snow is too deep, house checks will not be performed until we can access your home safely.

RETURN THIS FORM WITH CHECK MADE PAYABLE TO: INDIAN ROCKS P. O. A., INC. 889 LEDGEDALE ROAD, LAKE ARIEL, PA 18436 PHONE 570-689-7582 FAX 570-689-7616

APPLICATION TO SUBSCRIBE TO INDIAN ROCKS P.O.A. OF LEDGEDALE, INC. HOUSE CHECK PROGRAM

Date	Indian Rocks 911 Address	Key Code (if applicable)
Name		Email Address
Mailing Ado	dress	
Home Phor	neCell	Emergency#
СНЕСК ОРТ	TION:	
An	nual option: January 1, 2019 – Jar	nuary 1, 2020. Provide key if one is not already in the Association office together
	with a check for \$300.	
Wi	inter Option: to include 3 month p	lan from January 1, 2019 – April 1, 2019. Provide key if one is not already in the
	Association office toget	her with a check for \$150.
M	onthly Option: specify month need	ed below. Provide key if one is not already in the Association office together with
	a check for \$75.	
	Month of Service	

I/We enter into this agreement with the understanding that the Association will endeavor to walk through my/our home (if we selected such an option above) for obvious signs of harm or damage and to inform me/us (or my/our designated agent) at the address above of any problems revealed by this check.

I/We understand that the Association is not an insurer against loss nor does the Association or any of its employees, servants, agents, directors or officers guarantee in any way the condition of my residence as to the maintenance.

I/We agree that I/We have and will continue all property owners' insurance for contents of interiors, general liability, casualty and loss due to theft in full force during the term of the agreement and waive tights of subrogation thereunder. Said insurance shall be in a minimum amount of \$10,000.00 or such amounts as may be determined from time to time by the Association, written on companies acceptable to the Association and specify that thirty (30) days written notice shall be given to the Association should such policies be cancelled or any way changed during their term.

Owner(s) agree(s) that the Association shall not be liable to owner(s) or agent(s) of the owner(s) invitee(s) (business or otherwise), guest(s) of Owner(s) or members of Owner(s) household, or anyone on or in the home at Owner(s) request, for any losses of property by theft, fire, hail, windstorm, snow, flood, earthquake, subsidence, smoke, and/or other water damage, nor for any damages to any property at any time in said premises or building from water, rain, snow, or escaping steam, which may leak into, or issue or flow from any part of said building or from the pipes or plumbing works of the same, or from any other place or quarter howsoever arising including but not limited to negligent acts of the Association or its servants, employees, agents, officers or directors.

Furthermore, I/We agree to hold the Association, its employees, agents, servants, officers or directors, harmless and indemnify against any and all claims, actions, and losses liabilities resulting from any claim asserted against the Association by reason of its negligence, rights, obligations, or acts of omission or commission under this service agreement.

This application incorporates herein by reference the terms of the Detail Agreement defining the Plan. The Association may revoke this Agreement at any time. Revocation without specifying cause will be subject to a prorated refund as determined by the Association. There are no third party rights created under the Detailed Agreement or this application.

The term "Association" shall include by way of explanation and not limitation, employees, servants, agents, officers and directors.

Applicant(s) acknowledges reading the detailed agreement and application and understanding the terms			
Indian Rocks 911 Address	Date		
2 month)			
nuary 1, 2019 – April 1, 2019)			
one month as specified above)			

Certificate of Insurance in a minimum amount of \$10,000.00 must be submitted with payment.