



This property Management and Concierge Service Agreement (this "Agreement") made and entered into as of \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_ and among Bittencourt Property LLC, a Florida limited liability company ("Bittencourt Property") and \_\_\_\_\_ ("Owner").

### **WITNESSETH:**

#### **WHEREAS:**

- A. Owner is the owner of the real property located at \_\_\_\_\_ ( "the Property");
- B. Owner desires to engage Bittencourt Property the duties of maintaining the property, performing financial reporting, record keeping, budgets and like administrative functions as hereinafter described; and
- C. Bittencourt Property is willing, for a fee to perform such duties in accordance with the provisions of this agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the parties hereto mutually covenant, promise, and agree as follows:

I. TERM

- A. The term of the Agreement shall be for a period of , commencing on the date hereof. If the term of this Agreement shall be terminated in connection with a sale of the Property by Owner of a sale by the principals of Owner of the ownership interests in Owner, Owner will pay Bittencourt Property any amounts owed for services rendered through the date of termination.

II. COMPENSATION

In consideration of the foregoing services, Owner shall pay Bittencourt Property during the term of this Agreement, a fee as attached Exhibit "A".

III. FINANCIAL REPORTING AND RECORDKEEPING

Owner will provide Bittencourt Property a list of bills to be paid and Bittencourt Property will provide Owner a monthly statement of operations of the Property.

IV. ASSIGNMENT

This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may not be assigned by Bittencourt Property without the prior written consent of the Owner.

V. NOTICES

- I. Notices. All notices to be given hereunder shall be in writing and shall be delivered by email, hand, sent by mail, or by express overnight delivery service, or sent by facsimile transmission, as follows:

If to Owner:

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With a copy to:

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If to Bittencourt Property:

Bittencourt Property LLC  
541 NW 87<sup>th</sup> Way  
Coral Springs, FL 33071

Any party may change the address to which notices are to be sent by giving ten (10) days' prior written notice informing the other parties of the change of address. Any notice delivered or sent as aforesaid shall be deemed complete upon receipt.

VI. TERMINATION

In the event of a sale of the Property while this agreement is in effect, the contract shall be void at the time of closing.

VII. LIABILITY/INDEMNITY

- A. Owner shall indemnify, defend and hold Bittencourt Property harmless from damages or injuries to person or property which result from Bittencourt Property' performance of its obligations under this Agreement, or while Bittencourt Property is acting under the express direction of Owner (other than by reason of Bittencourt Property gross negligence or willful misconduct), and Owner shall defend, promptly and diligently, at Owner's sole cost and expense, and claim, action or proceeding brought against Bittencourt Property, arising out of or connected with any of the foregoing, and shall hold harmless and fully indemnify Bittencourt Property from any judgment, loss or settlement on account thereof. Owner's obligation to indemnify, defend, and hold Bittencourt Property harmless as aforesaid is subject to the condition that as to any particular event:
- (i) Bittencourt Property shall notify Owner as soon as reasonable possible of the applicable injury or claim; and
  - (ii) Bittencourt Property shall take no steps which might prejudice the defense or otherwise prevent Owner from protecting itself.

Nothing contained herein shall require Owner to indemnify Bittencourt Property or defend or hold Bittencourt Property harmless from any claims, or action resulting from acts or omissions which constitute negligence, willful misconduct, fraud or criminal acts on the part of Bittencourt Property or which are outside the scope of Bittencourt Property authority or responsibility hereunder, or which are in breach of Bittencourt Property duties hereunder but Bittencourt Property is expressly not responsible for any action by a third party that may perform services for Owner at the Property, whether chosen, selected or paid by Bittencourt Property, including but not limited to subcontractors, housekeepers, repairmen, maintenance crew and any others.

VIII. MISCELLANEOUS

- A. The laws of the State of Florida shall govern the validity, performance, and enforcement of this Agreement. The invalidity or unenforceability of any provision of the Agreement shall not affect or impair any other provision. The heading of the sections contained herein are for convenience only and do not define, limit, or construe the contents of such sections.

- B. Nothing herein contained shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of partnership or of joint venture between the parties hereto or of any other relationship other than the relationship of Owner and Bittencourt Property.
- C. No consent or waiver, expressed or implied, by either party to or of any breach of any covenant, condition, or duty of the other party hereto shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition, or duty.
- D. The terms, covenants and agreements herein contained shall inure to the benefit of the parties hereto and their respective heirs, administrators, successors, and or assigns.
- E. During the term of this Agreement and for one (1) year after the termination or expiration, without renewal, of this Agreement, Owner will not, directly or indirectly, individually or on behalf of any person, corporation, partnership or other legal entity, engage, solicit, entice, urge or otherwise encourage any employee, appointed independent contractor of Bittencourt Property to perform services to Owner, whether services were performed or not during the term of the Agreement, to work directly for Owner thus bypassing Maximum. In the event that this happens, Owner agrees to pay Bittencourt Property an amount equal to the average monthly amount multiplied by 12.
- F. This Agreement may be executed simultaneously in two or more counterparts, each of which counterparts shall be deemed an original, but all of which when taken together shall be deemed one original.
- G. Any action shall be brought in the courts of Broward County, Florida and the prevailing party shall be entitled to attorney's fees, including any appeals. This agreement is subject to the laws of the state of Florida without conflict of laws.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

OWNER

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By: \_\_\_\_\_

Bittencourt Property, LLC:

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By: Carlos Goncalves, President

EXHIBIT "A"

**(WAITING SERVICE)**

- Meet vendors such as the cable company, phone, internet, alarm, plumbers, and electricians at your home for services, installations or deliveries

**(HURRICANE PREPAREDNESS)**

- Pre/Post Hurricane Video of Property
- Secure Home
- After Storm Clean Up
- E-Mail/Phone Report Pre & Post Storm

Owner:

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By: \_\_\_\_\_

Bittencourt Property:

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By: Carlos Goncalves, President