



Maintain Each

Proactive Property Maintenance

MAINTENANCE SUBSCRIPTION AGREEMENT

Effective Date: _____

This Maintenance Subscription Agreement ("Agreement") is entered into between **Maintain Each LLC** ("Maintain Each") and the Owner identified below ("Owner").

1. Purpose

Maintain Each provides a subscription-based maintenance administration, coordination, documentation, and property asset maintenance support service for residential rental properties.

Maintain Each serves as the Owner's maintenance coordination point of contact for properties enrolled under this Agreement.

This Agreement is **not a property management agreement**. Maintain Each does not provide rent collection, leasing, tenant placement, accounting, bookkeeping, legal representation, or other property management services unless separately contracted in writing.

2. Subscription Pricing

The Maintain Each subscription is priced **per property**, based on the total number of residential rental units located at that property.

The monthly subscription rates are:

1–2 Units: \$99.00 per month

3–4 Units: \$198.00 per month

5–6 Units: \$297.00 per month

7–8 Units: \$396.00 per month

9–10 Units: \$495.00 per month

Properties containing more than ten (10) units may be subject to separate pricing agreed upon in writing.

Subscription fees are billed monthly in advance and automatically renew until terminated in accordance with this Agreement.

The subscription fee compensates Maintain Each for maintenance administration, coordination, communication, documentation, planning, and related subscription services.

The subscription fee does not include the actual cost of maintenance, repairs, labor, materials, contractors, vendors, inspections, or other property-specific expenses.

3. Included Subscription Services

Maintain Each will provide maintenance administration and coordination services that may include:

- Receiving tenant maintenance requests through Maintain Each's designated system or platform.
- Reviewing work orders for completeness.
- Requesting additional information, photographs, videos, or documentation when necessary.

- Prioritizing maintenance requests.
- Creating and managing work orders.
- Communicating with tenants regarding maintenance requests.
- Coordinating scheduling with contractors and vendors.
- Communicating with the Owner regarding repair recommendations and approvals.
- Monitoring repair progress.
- Following up on outstanding work orders.
- Collecting available invoices and completion documentation.
- Maintaining digital maintenance history.
- Maintaining available photographs, videos, invoices, estimates, contractor notes, and service records.
- Providing preventative maintenance reminders and recommendations.
- Coordinating approved preventative maintenance.
- Providing general property asset maintenance recommendations.
- Coordinating maintenance-related municipal requirements as described in this Agreement.

Maintain Each's responsibility under the subscription is to **administer and coordinate the maintenance process**.

Maintain Each is not responsible for personally performing repair work unless separately agreed upon.

4. Repair Costs and Property Expenses

The monthly subscription fee does **not** include the cost of maintaining, servicing, repairing, inspecting, improving, or replacing any portion of the property.

Owner remains financially responsible for property-specific expenses including, but not limited to:

- Contractor labor
- Materials
- Parts
- Equipment
- Service-call charges
- Diagnostic charges
- Emergency service charges

- Preventative maintenance services
- Pest-control services
- HVAC services
- Plumbing services
- Electrical services
- Appliance repairs and replacements
- Permit fees
- Municipal fees
- Government inspection fees
- Required testing
- Replacement equipment
- Capital improvements
- Other costs associated with maintaining or repairing the property

Maintain Each may administer or coordinate these services, but coordination of a service does not mean that its cost is included in the monthly subscription.

5. Maintenance Service Pricing and Markup Disclosure

Owner acknowledges and agrees that maintenance, repair, preventative maintenance, contractor, vendor, labor, material, and other property-specific services coordinated through Maintain Each may be subject to a **markup, administrative charge, coordination charge, service charge, or other applicable charge** in addition to the underlying cost of the service or materials.

Accordingly, prices presented, quoted, invoiced, or otherwise charged through Maintain Each may differ from the amounts charged by the underlying contractor, vendor, supplier, technician, or other service provider.

When Owner approval is required under this Agreement, Owner will be provided with the applicable price or estimate for approval before non-emergency work is authorized, subject to the emergency provisions of this Agreement.

Owner's approval of a quoted or estimated price constitutes authorization of the price presented by Maintain Each, including any applicable markup, administrative charge, coordination charge, service charge, or other charge incorporated into or associated with that price.

Maintain Each may establish or modify its pricing arrangements with contractors, vendors, suppliers, technicians, and other service providers in its ordinary course of business.

Except where disclosure is required by applicable law, Maintain Each is not required to disclose its:

- Internal costs;
- Contractor or vendor acquisition costs;
- Supplier pricing;
- Negotiated vendor rates;
- Operating expenses;
- Internal pricing methodology;
- Individual markup percentage; or
- Profit margin.

Nothing in this section eliminates or modifies any pricing disclosure required by applicable law.

6. Preventative Maintenance Coordination

Maintain Each may identify and recommend preventative maintenance based upon factors including:

- Property age
- Property condition
- Maintenance history
- Deferred maintenance
- Seasonal requirements
- Manufacturer recommendations
- Contractor recommendations
- Municipal requirements
- Observed condition of building systems

Preventative maintenance recommendations may include services such as:

- HVAC servicing
- Water heater maintenance
- Drain maintenance

- Plumbing inspections
- Electrical safety checks
- Smoke and carbon monoxide detector servicing
- Dryer vent cleaning
- Pest-control services
- Exterior maintenance
- Roof observations
- Gutter maintenance
- Appliance servicing
- Other recurring property maintenance

Maintain Each may remind the Owner when recommended services become due and may coordinate approved services.

All labor, materials, contractor charges, inspections, and other costs associated with preventative maintenance remain the Owner's responsibility and are not included in the subscription fee.

Applicable markups, administrative charges, coordination charges, or service charges may apply as described in Section 5.

7. Emergency Maintenance

Owner authorizes Maintain Each to coordinate emergency repairs immediately when Maintain Each reasonably determines that delaying action could:

- Threaten life or safety;
- Affect habitability;
- Cause or increase significant property damage;
- Create an electrical, fire, gas, plumbing, structural, or similar hazard;
- Result in the loss of an essential building service; or
- Require immediate action under applicable law.

Maintain Each may contact and dispatch an appropriate contractor or emergency service provider when reasonably necessary.

Emergency maintenance **coordination** is included in the subscription.

The actual cost of emergency labor, materials, contractors, equipment, service calls, or other emergency services is not included in the subscription and remains the Owner's responsibility.

Applicable markups or other charges described in Section 5 may also apply.

8. Repair Authorization

Repairs above the following amount require Owner approval unless an emergency exists:

Owner Approval Limit: \$100.00

Maintain Each may coordinate repairs at or below the Owner Approval Limit without obtaining additional authorization for each individual repair.

Owner agrees to respond promptly to repair approval requests.

Maintain Each may proceed with emergency work regardless of the Owner Approval Limit when reasonably necessary to protect life, safety, habitability, the property, or prevent additional property damage.

Owner remains responsible for authorized and emergency repair expenses.

9. Repair Funding and Payment Method

Owner agrees to maintain sufficient financial resources to pay for maintenance and repairs associated with the property.

Owner shall maintain a valid payment method or other payment arrangement acceptable to Maintain Each for approved property expenses.

Maintain Each may request advance funding before dispatching a contractor or authorizing non-emergency work.

Maintain Each may delay or suspend non-emergency maintenance coordination when sufficient funding or an acceptable payment method is unavailable.

Maintain Each is not required to advance its own funds to contractors, vendors, municipalities, suppliers, or other third parties on behalf of Owner.

10. Vendor Coordination

Maintain Each may coordinate services using:

- Maintain Each's preferred contractor or vendor network;
- Owner-designated contractors;
- Specialty contractors; or
- Other vendors reasonably appropriate for the required work.

Contractors and vendors may be independent businesses and are responsible for their own licensing, insurance, employees, workmanship, warranties, safety practices, and compliance with applicable laws.

Maintain Each does not guarantee contractor availability, pricing, completion dates, workmanship, contractor warranties, material availability, or manufacturer warranties.

Maintain Each may assist with contractor communication and documentation but does not assume the contractor's obligations.

11. Maintenance Point of Contact for City Requirements

Maintain Each may serve as the Owner's **maintenance point of contact for municipal maintenance-related requirements** involving properties enrolled under this Agreement.

Services may include coordination related to:

- Property maintenance violations
- Housing inspections
- Certificate of Occupancy maintenance items
- Rental inspection maintenance corrections
- Habitability-related maintenance issues
- Required repair documentation
- Contractor scheduling related to municipal maintenance requirements

Owner agrees to promptly provide Maintain Each with copies of notices of violation, inspection reports, municipal correspondence, or other documents requiring maintenance action.

Maintain Each may coordinate corrective maintenance and provide available documentation concerning completed repairs.

Owner remains responsible for the legal condition of the property, compliance with applicable laws, required repairs, governmental fees, fines and penalties, permits, inspections, and other costs associated with municipal compliance.

Maintain Each does not provide legal representation or guarantee that a property will pass a governmental inspection.

12. Property Asset Maintenance Planning

Maintain Each may provide general recommendations regarding the maintenance condition and future maintenance needs of the property.

Recommendations may include:

Deferred Maintenance: Identification of maintenance items that appear to have been postponed and may require future attention.

Preventative Maintenance Scheduling: Recommendations regarding recurring maintenance activities intended to preserve property condition.

Major Building Systems: General observations regarding the apparent condition or anticipated remaining useful life of major property systems when sufficient information is available.

Capital Replacement Planning: General recommendations concerning anticipated future replacement of major property components.

Annual Maintenance Budgeting: Recommendations intended to assist Owner in establishing a maintenance budget.

Property Condition Observations: General observations regarding property conditions identified during the ordinary course of maintenance coordination.

These recommendations are provided for informational and planning purposes only.

Maintain Each does not provide engineering, architectural, environmental, code-consulting, or professional property inspection services under this Agreement.

13. Owner Responsibilities

Owner agrees to:

- Maintain sufficient funds for repairs and maintenance.
- Maintain a valid payment method or acceptable funding arrangement.
- Maintain required property and liability insurance.
- Provide accurate and current contact information.
- Respond promptly to approval requests.
- Pay maintenance-related charges and invoices when due.
- Provide Maintain Each with relevant property information.
- Provide Maintain Each with municipal notices and inspection reports.
- Cooperate with municipal inspections and compliance requirements.
- Maintain the property in accordance with applicable federal, state, and local laws.

Owner retains ultimate responsibility for decisions concerning ownership, condition, repair, and legal compliance of the property.

14. Service Level Objectives

Maintain Each will make reasonable efforts to provide the following initial response targets:

Emergency: Immediate dispatch efforts when reasonably possible.

Urgent: Initial response within twelve (12) hours.

Routine: Initial response within twenty-four (24) business hours.

These response times are administrative service objectives and **are not guarantees of repair completion.**

Actual repair completion may depend upon contractor availability, Owner approval, property access, tenant availability, material availability, parts availability, weather, permits, municipal inspections, utility providers, and other circumstances outside Maintain Each's reasonable control.

15. Excluded Services

Unless separately contracted in writing, the Maintain Each subscription does not include:

- Property management
- Rent collection
- Leasing
- Tenant placement
- Evictions
- Accounting
- Bookkeeping
- Legal representation
- Engineering evaluations
- Architectural services
- Environmental testing
- Professional property inspections
- Capital improvement construction
- Renovation or construction management
- Emergency disaster restoration
- Contractor warranties
- Payment of repair invoices by Maintain Each
- Government permit fees
- Municipal fines or penalties

Maintain Each may separately offer or coordinate certain excluded services for an additional fee.

16. Billing

Subscription fees are billed monthly in advance.

Owner authorizes Maintain Each to charge the payment method provided by Owner for recurring subscription fees.

Failure to pay subscription fees may result in suspension of services.

Subscription fees are non-refundable once billed, except as otherwise required by law.

Repair expenses, contractor services, materials, service calls, applicable markups or service charges, and other property-specific expenses are separate from the monthly subscription fee.

17. Term and Termination

This Agreement begins on the Effective Date and continues on a month-to-month basis.

The Agreement automatically renews each month until terminated.

Either party may terminate this Agreement by providing thirty (30) days written notice.

Termination does not eliminate Owner's responsibility for outstanding subscription fees, contractor invoices, repair costs, materials, approved work, emergency work, applicable markups or service charges, governmental charges, or other expenses incurred before termination.

18. Limitation of Liability

Maintain Each provides maintenance administration and coordination services.

Maintain Each does not guarantee contractor performance, contractor pricing, workmanship, repair outcomes, scheduling, material availability, manufacturer performance, municipal approval, or completion dates.

To the maximum extent permitted by applicable law, Maintain Each's total liability arising from this Agreement shall not exceed the subscription fees paid by Owner during the six (6) months immediately preceding the event giving rise to the claim.

Nothing in this Agreement is intended to limit liability that cannot lawfully be limited under applicable law.

19. Electronic Communications

Owner consents to receive communications electronically, including maintenance requests, work orders, repair approvals, estimates, invoices, photographs, videos, reports, notices, and subscription communications.

Electronic communications may be delivered through Maintain Each's platform, email, text message, or other electronic communication systems used by Maintain Each.

20. Governing Law

This Agreement shall be governed by and interpreted according to the laws of the **State of New York**.

21. Entire Agreement

This Agreement constitutes the entire understanding between Maintain Each and Owner regarding the subscription services described herein and supersedes prior discussions, representations, or understandings concerning those services.

Any modification to this Agreement must be made in writing or through an electronic amendment accepted by both parties.

OWNER INFORMATION

Owner Name: _____

Company: _____

Property Address: _____

Number of Units: _____

Email: _____

Phone: _____

Repair Approval Limit: **\$100.00**

SIGNATURES

OWNER

By signing below, Owner acknowledges that Owner has read and understands this Agreement, including that:

1. The Maintain Each subscription covers maintenance administration and coordination and **does not include the actual cost of property maintenance or repairs**; and
2. Maintenance-related services and materials coordinated through Maintain Each **may include a markup, administrative charge, coordination charge, service charge, or other applicable charge**, as described in this Agreement.

Owner Name: _____

Signature: _____

Date: _____

MAINTAIN EACH LLC

Authorized Representative: _____

Signature: _____

Date: _____