



Apartment Turnovers, Inc Terms and Conditions

Apartment Turnovers, Inc., (ATI) will provide turnover services, as described in this Agreement in return for compensation as outlined in the Unit Turnover Specifications and under the terms set forth below. In the event of a conflict between any contract documents, these Terms and Conditions shall govern.

Turnover services are defined as those services, such as but not limited to; painting, unit maintenance, janitorial cleaning, carpet cleaning and surface refinishing, that are necessary to prepare a rental unit for leasing after unit is vacated by previous resident.

Scope of the Work

ATI shall furnish all of the materials and perform all of the selected services on each work order (Work Order) and as described in the Section entitled **Service Specifications**, as it pertains to work to be performed on owner/agents property.

Scheduling –Performance by ATI is subject to delays caused by strikes, fires, acts of God, lack of access to units and/or other reasons not under the control of ATI, as well as the availability of the products and materials at the scheduled time. Delays caused by such events do not constitute abandonment or breach of the Customer Agreement and shall not be included in calculating time frames for payment or performance.

General Provisions

In addition, the following general provisions apply:

1. All work shall be completed in a workmanlike manner and in compliance with all building codes and other applicable laws.
2. ATI may, at its discretion, engage subcontractors to perform work hereunder, provided ATI shall fully pay said subcontractor and remain responsible for the proper completion of this Contract.
3. All changes to approved Work Orders shall be in writing and approved by Owner/Agent and ATI.
4. Owner/Agent will provide parking for ATI vehicles at no charge.
5. Owner/Agent will provide necessary utilities for ATI to complete services at no charge.
6. Work will be completed during the hours of 7am to 7pm unless otherwise specified. In the event overtime is required, ATI shall be compensated for any overtime work based upon reasonable and customary overtime rates.
7. Owner/Agent will provide trash containers on site at no charge for contractor to dispose of job related debris.
8. In the event that ATI is requested to and/or commences any work prior to the execution of



this document, all terms and conditions set forth herein are deemed accepted by the Owner/Agent as if this document was otherwise executed.

- 9. Payment terms are Net 30 days.** If payment is not made within thirty (30) days of the date of the invoice, Contractor may suspend work on the job until such time as all payments due have been made. All invoices which remain unpaid after forty-five (45) days from the date of the invoice will automatically accrue interest at the rate of 1.5% per month or the maximum allowed by law until paid in full. In the event that any action is brought by ATI to collect any payment due, ATI shall be entitled to recover reasonable attorneys' fees incurred and all related court costs and expenses.

Indemnification

To the fullest extent permitted by law, ATI shall indemnify, defend and hold harmless the Owner/Agent and its agents and employees, from and against any claims, damages, losses and expenses, including but not limited to attorney's fees, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness or death, or injury or loss to tangible property, other than the Work itself, but only to the extent caused by the negligent acts or omissions of ATI or any of its subcontractors, anyone directly or indirectly employed by them or anyone whose acts they are legally responsible.

Insurance

ATI represents that it has purchased general insurance coverage and agrees that it will keep in force for the duration of the performance of the work.

ATI shall maintain general liability insurance as specified below or required by law, whichever coverage is greater.

1. Worker's Compensation \$1,000,000.
2. Comprehensive General Liability with limits of not less than \$2,000,000 per occurrence.
3. Comprehensive Automobile Liability (owned, non-owned, hired) of \$1,000,000 each accident.

A Certificate of Insurance will be sent to you prior to the commencement of work on the Owner/Agent's project.

Additional Terms

ATI will provide standard turnover pricing for the Owner/Agent on a per unit basis. Prices quoted are for standard apartment turnovers are subject to change upon sixty (60) days written notice prior to any change in pricing structure.

Any damages or conditions deemed beyond normal wear and tear in ATI's sole discretion will be digitally documented and the Owner/Agent will be provided with a written estimate for any additional required repairs. ATI shall not be required to repair, replace or restore any damaged



condition without a Change Order being issued for such additional work.

Additional repairs may include but are not limited to the following: drywall repairs, water damage repairs to drywall, excessive carpet staining and/or carpet repairs.

Service Specifications

Painting Services

ATI will perform the follow services to prepare and paint each unit.

- ATI will protect surfaces, fixture and hardware as required to avoid extraneous paint coverage
- Patching of nail holes left by previous residents
- Caulking of baseboards and windows as required
- Removal of switch plates
- Single coat of matching color and type of paint as specified by owner/agent
- Single coat of matching semi gloss for kitchen, bathroom, doors, frames, and window sills
- Should the unit require a second coat of paint; the cost will be an additional" 50% of the original amount as specified on individual service price.
- Multicolor paint schemes and unit color changes are additional

Unit Maintenance

ATI will provide unit maintenance on a per unit basis. This service includes standard turnover repairs (i.e., installing switch and plug cover plates, blind replacement, toilet flapper and seat replacement, tub and countertop caulking, closet door leveling, light bulb and light fixture replacement, window screens, and door hardware).

- Turnover repairs beyond normal wear and tear in ATI's sole discretion (i.e. replacing of entire kitchen floor vinyl, counter top and cabinet replacement, replacement of all plugs and switches, all light fixtures) will be completed at a rate agreed upon by the Owner/Agent and ATI representative.
- ATI will provide a parts list and a written proposal for any non standard punch out items as determined by checklist.



- As part of this agreement, Owner/Agent will stock the unit with the required materials for punch-out. If requested by the Owner/Agent, ATI will provide required materials at an additional cost. Owner/Agent must authorize all purchases in writing prior to ATI purchasing materials.
- The hourly rate for additional punch out related repairs will be billed at \$45.00 per hour.

Janitorial Services

ATI will perform the follow services to clean and deodorize your rental units.

Bathroom

Clean and deodorize all bathroom surfaces as follows:

- Toilet interior and exterior
- Tub and shower stalls and associated fixtures
- Floors and grouting
- Vanities
- Sinks and Fixtures
- Medicine cabinet doors & tracks
- Mirrors
- Exhaust fans

Kitchen and Eating Area

Clean and degrease interior and exterior surfaces as follows:

- Kitchen Cabinets
- Stove top, oven and microwave
- Clean interior and exterior of refrigerator including coils if exposed
- Clean countertops
- Clean sink and polish fixtures to a shine
- Clean light fixtures.
- Clean floor, kick plate and baseboards
- Dishwasher interior and exterior cleaned.

Sleeping and Living Areas

- Clean all windows and glass doors including tracks.
- Clean all baseboards, window sills and ledges
- Ceiling fans and lights dusted
- Mini blinds dusted



- Vacuum all carpeted areas with a commercial grade upright vacuum
- Sweep balcony or patio area
- Clean closet shelves and rods

Carpet Cleaning

ATI will perform the following services to clean the carpet in each unit.

- Vacuum the carpet using a commercial grade, upright vacuum before starting the cleaning process with cleaning solutions or water.
- Remove stains to the greatest degree possible without damaging carpet fiber however, some spots are permanent. In these cases, ATI will proceed with patching the affected area. Owner will receive a written estimate prior to any carpet repairs.
- Apply a pre-spray formula, with a high-pressure sprayer. Using a pre-spray helps to emulsify the greases, oils, spots and other particles the vacuum didn't pick up.
- Use a high quality detergent combined with a truck mount hot water extraction unit and rotary extractor to rinse the soil, greases, oils, and other particles from the carpet.
- Groom your carpet with a carpet rake to promote faster drying and give an even fiber pattern.

Refinishing Services

ATI provides refinishing services for bathtubs, tile walls, tile floors and countertops. As part of this service ATI will complete the following

- Remove old caulking
- Clean tub with an industrial strength acid solution
- Protect all necessary areas with masking materials to prevent overspray
- Wipe tub to remove any extraneous debris and dust with an alcohol based cleaner
- Apply two coats of primer to promote adhesion of the porcelain enamel finish coat.
- All finishes are applied with an HVLP gun and turbine. Apply two coats of a porcelain enamel top coat in the color selected by owner/agent
- Supply a care and maintenance worksheet for the resident

These Terms and Conditions with an authorized Unit Turnover Specification Sheet and applicable Work Order, if any, represents the entire agreement between the parties relating to the subject matter stated hereof and supersedes all prior negotiations, statements, representations, agreements and understandings, oral or written, with respect to the subject matter hereof.



The Parties represent and warrant that each of them is fully competent and authorized to execute these Terms and Conditions for their respective parties/companies.

Apartment Turnovers, Inc.

Owner/Agent

By: Print Name

By: Print Name

Signature

Signature

Title

Title

Date

Date

End of Document