

FIG ENTERPRISES L.L.C.  
SERVICE/MAINTENANCE CONTRACT

THIS SERVICE/MAINTENANCE CONTRACT entered into on this \_\_\_\_\_ day  
of \_\_\_\_\_, 2\_\_\_\_\_ by and between FIG ENTERPRISES L.L.C., A  
VIRGINIA LIMITED LIABILITY COMPANY (Fig), and \_\_\_\_\_

(Owners). Property Description(s) are shown or referred to on **ATTACHMENT "A"**

Properties may be added or deleted by modification in writing of the ATTACHMENT "A" at any  
time.

Fig Enterprises/ Gregory D. Gilbert holds a Virginia Class "C" Contractor License Number:  
**2705 121563** Classification: HIC (Home Improvement)

WITNESSETH

Fig Enterprises L.L.C. a Virginia Limited Liability Company (hereinafter referred to a "Fig") and  
the Owners listed at the top of this document (hereinafter referred to as "Owners") agree as  
follows:

Owners desire to enter into a Service/Maintenance Contract with Fig for the service and  
maintenance duties to their property described herein under the following terms and conditions:

1. Fig only conducts service and/or maintenance duties on properties under "Management Agreement" with Fig Enterprises L.L.C.. At any time Owners' property ceases to be covered by a Management Agreement with Fig then this agreement becomes null and void as of that time to that particular parcel or unit of property..
2. All service/maintenance duties performed by Fig on Owners' property will be conducted at Fig's option, time-permitting. Nothing in this agreement shall obligate Fig to perform any service/maintenance duties on Owners' property. Fig may at Fig's option contract for the service/maintenance duties necessary with a third party contractor/workman. Both parties understand and agree that Fig's primary function is in Property Management and that Fig undertakes services under this agreement on a "time-available" basis.
3. In the event that Fig elects not to perform the service/maintenance work, Fig will so notify the Owner. Owner may elect to have Fig contract with a third party to perform the work or make another election concerning the work.
4. Fig agrees to perform all service/maintenance work undertaken hereunder in a timely and

workmanlike manner to the standard acceptable in the industry. Parties agree that for the purposes of this agreement the “standard” shall be that standard acceptable in the area for work conducted on rental properties.

5. The following is an illustrative (but not exclusive) list of work and maintenance services that may be undertaken by Fig on Owners’ property to the degree covered by Fig’s Contractor License and Classification:

Changing of Locks

Minor repairs to waterlines and sewer lines

The delivery, haul away and installation of appliances and fixtures (Washers, dryers, commodes, sinks, etc)

Structural repairs such as: Holes in walls, replacement of floor coverings, broken windows, leaky faucets, door repair.

Deck, patio, driveway, and utility out building installation, repair, and/or maintenance

Painting and wall covering for protective and/or decorative purposes

Roofing

Yard maintenance

Clean up including washing, painting, and the removal of trash and debris

Cleaning, moping, and/or steam cleaning of carpets and floors, appliances, and fixtures

6. Fig’s contracting license does NOT INCLUDE electrical repair except to disconnect an electrical connection in the event of an emergency. All electrical work will be sub-contracted out to a licensed electrician.

7. Fig will charge as follows for services provided under this Agreement:

An hourly rate of \$ \_\_\_\_\_ per man-hour spent while actually engaged in the repair/service exclusive of travel time to and from the site from the Fig Warehouse or Shop. Work on-site will include all time expended by employees on-site working on the repair/service and will include any necessary trips to obtain parts/supplies not on the service vehicle.

8. Fig will charge “actual costs” on parts and supplies used. For the purposes of this agreement an *actual cost* shall be the cost of a part or supply item if purchased at retail, locally in the area where the rental unit is located. Fig will maintain copies of actual purchase receipts showing the cost of such items as faucets, locks, appliances, etc. Fig will estimate the cost of small repair parts/supplies when whole units are not used, ie paint, nails, clamps, tape, etc. Owner will not be charged for “tools” owned and used by Fig. Owner will be charged for any speciality tools that are actually rented for a particular project or repair purpose on owner’s property.

9. Owners and Fig will utilize a separate approved contract for any renovation work on Owner’s property that is not a *repair or maintenance matter*. For the purposes of this

Agreement a *repair or maintenance matter* shall be, as a matter of example, any matter that can be routinely handled by Fig Service personnel in a few hours time at a cost of \$400 or less.

Most repairs/renovations to owners' property that cost in excess of \$400 will not be considered a *repair or maintenance matter*.

10. All tenants' leases contain time notification provisions and repair time estimates. Fig will endeavor to make timely repairs during normal business hours. After hours repairs will only be undertaken in emergency situations.

11. Other:

---

---

---

---

---

---

---

---

---

---

12. Should any portion of this Agreement be found by a court of competent jurisdiction to be unenforceable then all remaining portions shall remain fully enforceable.

13. Handwritten portions of this contract shall control over any typed provisions of this Agreement.

14. Parties agree, as a bargained for provision of this Agreement that in any litigation arising out of any matter covered under this Agreement that jurisdiction will lie exclusively in the State Court system of Wise County, Virginia, regardless of where any covered property may lie, where any part of this Agreement is signed, performed, entered into, or modified.

15. This Agreement shall remain in full force and effect as long as Fig Enterprises LLC has a valid *PROPERTY MANAGEMENT AGREEMENT* with the owner on properties listed as part of this agreement or until cancelled in writing by either party with 30 days written notice.

Witness the following signatures and seals:

\_\_\_\_\_  
Fig Enterprises L.L.C., A Virginia Limited Liability Company

STATE OF \_\_\_\_\_,  
COUNTY OF \_\_\_\_\_, TO-WIT:

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
, appeared before me Gregory D. Gilbert, known to me to be the Member-Manager of Fig  
Enterprises L.L.C. and acknowledged to me his acceptance and signature to this Agreement.

\_\_\_\_\_  
NOTARY

Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

\*\*\*\*\*

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Owner Name

STATE OF \_\_\_\_\_,  
COUNTY OF \_\_\_\_\_, TO-WIT:

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, appeared before me  
\_\_\_\_\_ and acknowledged to me  
his/her acceptance and signature to this Agreement.

\_\_\_\_\_  
NOTARY

Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

\*\*\*\*\*

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Owner Name

STATE OF \_\_\_\_\_,  
COUNTY OF \_\_\_\_\_, TO-WIT:

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, appeared before me  
\_\_\_\_\_ and acknowledged to me  
his/her acceptance and signature to this Agreement.

\_\_\_\_\_  
NOTARY

Commission Expires: \_\_\_\_\_

Commission Number: \_\_\_\_\_

\*\*\*\*\*

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Owner Name

STATE OF \_\_\_\_\_,  
COUNTY OF \_\_\_\_\_, TO-WIT:

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, appeared before me  
\_\_\_\_\_ and acknowledged to me  
his/her acceptance and signature to this Agreement.

\_\_\_\_\_  
NOTARY

Commission Expires: \_\_\_\_\_

Commission Number: \_\_\_\_\_

\*\*\*\*\*

Other Owner Signature Pages may be added as needed.,

# ATTACHMENT "A" (Covered Properties)

For a list of all covered properties refer to the PROPERTY MANAGEMENT AND EXCLUSIVE RENTAL AGREEMENT Schedule "A" list.

The Schedule "A" listed there is also the list of covered properties under this Agreement.

---

---

---

---