Property Supervision Emergency Services Contract

This **Property Supervision Emergency Services Contract** (this "PSESC" or this "Contract") is entered into between a property Owner/Landlord and Property Supervision Company (PSC) effective as of (date:)_____.

Property Supervision Company (PSC): _____Elevate Real Estate_____
Landlord/Owner: _____
Property Address(s): _____
_____
_____
_____
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1. Purpose and Authorization

Landlord/Owner authorizes Property Supervision Company (PSC) to take reasonable and necessary actions during **emergency situations** to protect the Property, prevent further damage, maintain habitability (as required under **C.R.S. 38-12-503**), and preserve safety. Emergencies include but are not limited to: water leaks, flooding, fire, smoke damage, storm/wind events, break-ins, compromised security, major utility failures, or hazards that could affect occupants or the Property.

2. Company Engagement Clause:

Landlord/Owner acknowledges and agrees that they are retaining the **Property Supervision Company (PSC) to provide the services described in this Contract.** The Broker designated on the CREC Brokerage Duties Addendum to Property Management Agreement form attached to this Contract shall perform any services under this Contract that require a real estate license.

For services under this Contract that do not require a real estate license, PSC may perform its duties through any of its brokers, employees, staff members, assistants, or authorized contractors. PSC may also delegate on-site work—including but not limited to inspections, access appointments, emergency response, maintenance evaluations, damage assessments, or tenant interactions—to qualified third-party vendors or service providers.

Landlord/Owner further agrees that the use of such personnel or vendors shall be deemed authorized and valid as if performed directly by PSC, and shall not constitute a breach of this Contract. PSC, in its discretion, may determine which representatives are best suited to respond to any given issue at the Property, including emergencies.

Nothing in this Contract shall be interpreted to require the personal presence, involvement, or oversight of any specific individual PSC broker, employee or staff member, nor shall the absence or unavailability of a particular person create liability for PSC, provided that the duties described in this Contract are reasonably performed by authorized representatives of the company.

3. Property Supervision Emergency Services Contract (PMESC):

OPTION 1: Annual Subscription $150

- Additional Properties $75 each.
- Custom Plan for 5+ Units.
- Covers Up to 21 Days of Travel Per Year/All Units.

OPTION 2: Per Vacation/Trip, Per Property: $20 Day / $100 Week / $250 Month.

These fees are payable for the privilege of setting up contracts and utilizing future emergency services. Additional fees apply if services are rendered.

This Contract must be fully executed, fees paid, and all Landlord/Owner obligations under paragraph 6 must be performed in order for this Contract to be valid or PSC has no duty to perform.

4. Authority to Hire and Direct Contractors.

PSC is authorized to:

- Hire, schedule, and oversee contractors, emergency vendors, and restoration professionals;
- Approve repairs necessary to stop further loss or restore essential services;
- Secure the Property (including boarding, tarping, shutting off utilities, or arranging access for authorities).

Contractors may be engaged and services provided directly in the name of Owner/Landlord. Owner/Landlord shall be responsible for payment of all costs and expenses incurred by PSC under this Contract, irrespective of whether such costs and expenses are billed directly to Owner/Landlord or payment is initially advanced by PSC.

5. Insurance Claim Documentation & Coordination

PSC may assist with:

- Contact with Owner/Landlord Insurance Agent
- Basic insurance claim documentation,
- Photos/video of damage,

- Meeting adjusters or inspectors,
  Facilitating contractor estimates for the claim.

PSC is **not** acting as a public adjuster as defined under Colorado law and makes no guarantee regarding coverage decisions or claims outcomes. PSC cannot file insurance claim(s) on behalf of the Owner/Landlord, but may communicate with Landlord/Owner's Insurance Agent with respect to coverage on the property during an emergency.

PSC is authorized to provide a copy of this Contract to Owner/Landlord's insurance carrier as evidence of PSC's authority to communicate on Owner/Landlord's behalf about any insurance policies, coverages or claims.

6. Landlord/Owner Obligations

Landlord/Owner agrees to:

1. **Execute agreements in a timely manner.**
2. **Notify PSC** in writing (through online portal) whenever they are unavailable, traveling, or otherwise unreachable.
3. **Ensure tenants are informed** of who to contact for emergency and after-hours issues ONLY during the time the Landlord/Owner is out of town.
4. Maintain active property insurance and provide claim contact details.
5. Reimburse PSC for emergency costs and coordination fees within 14 days.
6. Timely pay invoices from any contractors who were engaged by PSC with services provided directly in the name of Owner/Landlord.

Failure to notify PSC of unavailability may delay emergency authorization; PSC is not responsible for losses arising from such delay. Fees may occur if tenant repeatedly contacts PSC when Landlord/Owner is not out of town for issues not covered by this Contract.

PSC is not responsible for actively monitoring the Property during any period of Landlord/Owner absence. Landlord/Owner is responsible for causing PSC to be notified when PSC's services are required.

7. Additional Fees for Emergency Coordination if emergency services are rendered.

Emergency service coordination is **not included** with the base property supervision fees described in paragraph 3 and is not part of any other agreement PSC may have with Landlord/Owner. Upon execution of this Contract, Landlord/Owner agrees to pay for the applicable Service Option in paragraph 3.

Additional fees apply if services are needed while Landlord/Owner is out of town. The following on-call rates apply, plus reimbursement for all vendor and contractor charges within 14 days of invoice receipts; some vendors may bill Landlord/Owner directly:

- "Bankers Hours" (9am–5pm weekdays): $100 minimum per incident/trip (covers up to one hour), plus $50 per additional hour.
- Standard Hourly Rates Evenings & Weekends: $145 minimum per incident/trip (covers up to one hour), plus $75 per additional hour.

Emergency Engagement Rates: If Landlord/Owner fails to engage PSC before an emergency arises, the following rates shall apply, in addition to the Service Option fees described in paragraph 3:

- Per Incident/Trip Rate of $250 (Bankers Hours) or $350 (Evenings and Weekend Hours), which covers up to one hour of service, plus
- Hourly Rates Apply after the 1st Hour (as described above).

PSC retains the right to decline any potential engagement if engagement is initially sought in response to an existing emergency situation.

8. Liability & Good-Faith Decisions

Landlord/Owner acknowledges that emergency decisions must be made quickly and that Property Supervisor must exercise reasonable **good-faith judgment** in such situations.

PSC shall not be liable or responsible for any damages, claims, causes of action or expenses incurred by Landlord as a result of PSC's performance of this Contract, unless caused by PSC's willful misconduct. Landlord/Owner agrees to indemnify, defend, and hold harmless PSC and its brokers, employees, staff members, assistants from and against all demands, damages, claims, causes of action, and expenses (including reasonable attorney's fees) of whatever nature arising from or related to the Property and PSC's good faith performance of duties under this Contract.

Without limiting the generality of the forgoing, Landlord/Owner agrees:

- Not to hold PSC liable for good-faith decisions made during emergencies,
- Not to claim damages from PSC because they "would have handled the situation differently,"
- That PSC is not liable for contractor workmanship, delays, or third-party acts,
- That PSC's liability is limited to the amount of emergency service fees paid under this Contract, unless caused by PSC's willful misconduct.

9. Term

This Contract expires at the end of the calendar year in which it was entered into. A new Contract must be entered into at that time to continue services or non-contract rates apply.

10. Cancelation

PSC reserves the right to refuse service or cancel this Contract at any time.

11. Contract Preparation

This Contract has not been approved by the Colorado Real Estate Commission. It was prepared by Frascona, Joiner, Goodman and Greenstein, P.C., as legal counsel for Elevate Real Estate. Landlord/Owner is advised to review this Contract with independent legal counsel before signing.

12. Entire Agreement

This Contract contains the entire agreement of the parties and may not be altered or amended except by written agreement signed by all parties.

13. Additional Provisions: _____

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14. Exhibits

The following Exhibits are attached to this Contract and incorporated by reference:

- CREC Brokerage Duties Addendum to Property Management Agreement

15. Signatures of all Parties

Landlord/Owner:
Name: _____
Signature: _____
Date: _____

PSC Representative:
Name: ____Ginger Matney_____
Company: __Elevate Real Estate_____
Signature: _____ _____