

# Terms and Conditions and Contract

## (1) Definitions

- I. HN Property Management will be hereinafter referred to as the “**Agent**”
- II. The customer will be hereinafter referred to as the “**Client**”
- III. The Client’s real estate property will be hereinafter referred to as the “**Property**”
- IV. The Client’s motor vehicles (cars, motorcycles, motorboats, scooters) will all be referred to as “**MV**”
- V. The services that the Agent provides to the client will be referred to as the “**Service**”.
- VI. The words “**absent**” or “**absence**” in this document mean: a length of time exceeding 20 days.

## (2) Services

**Property care** - Do periodic check-ups of Client’s property, perform maintenance clean-up, call Client in case of emergencies, fix minor problems, check on Client’s alarm system, check utility meters, water potted plants (see Section “Other”), clean windows, ventilate rooms, fumigate areas that need it, collect Client’s mail, scan and forward important mail to Client.

**Car care** – maintenance washing, cleaning and battery recharging as required.

**Transportation** - airport pickup/dropoff, document delivery, special deliveries, represent Client at appointments, and similar.

## (3) Duties and Obligations

Agent shall exercise proper care with Client’s property.

Agent is liable only for any damages caused by gross negligence on his part.

Client is required to provide the Agent his contact information. The Client is also requested to inform the Agent when he leaves from and returns to the property.

Client is responsible for removing all organic items left in his refrigerator and anywhere in the property before his absence. Organic fertilizers must be removed from the property after one year.

Client is responsible for leaving the property clean before handing it over to Agent. **Client also assumes responsibly for all third parties who possess the key to his property.** General clean-up is not part of the Agent’s duties – only maintenance clean-ups. For example: cleaning the dust that collects in the course of time, cleaning bird droppings. Maintenance clean-ups apply only to cases which arise during the Client’s absence.

**Agent is not responsible for any break-in into Client’s property, be it legal, illegal, forcible or nonforcible, and for any theft in the property. Property surveillance is not part of the Agent’s duties.**

Agent is not responsible for elementary damage on the property, for example cracks in the walls and swimming pool, or broken windows caused by bad weather elements or poor construction.

## (4) Other

No living animals shall be left in the Client’s property during Client’s absence.

Watering potted plants applies only to plants planted in hydroculture soil.

Minor fixes involve: resetting the Wi-Fi router, replacing a light bulb, shutting down the intake water valve of a leaky toilet tank, wiping a minor water leak, turning off an electrical fuse to a faulty appliance, turning on the boiler after a power outage, and the like.

Agent is not responsible for items in the property which deteriorate over time, heat or humidity, such as silver objects, CDs, plants, deep-discharged lithium-ion batteries, musical instruments, wooden furniture, wooden floors, works of art, and the like.

**(5) Prices**

The price is based on the property’s living and utility space, the number of MVs, the time for transport and any extraordinary time incurred. Price is calculated on a monthly basis and can vary depending on Client’s needs. No refunds will be given for fractional time.

**(6) Payments**

Payments are due prior to the beginning of the Service. A lump sum corresponding to an estimate of the fees over a period of time may be paid in advance. Excess amounts will be credited or refunded to the Client. Note: Service terminates immediately upon non-payment of fees.

**Forms of Payment**

- i. **Wire transfers:** NIS, US dollars, or euros accepted.
- ii. **Cash:** NIS, US dollars, or euros.
- iii. **Checks:** NIS only. Cashier’s checks preferred. A one-month payment will be held for deposit. There is a ₪ 100,- fee for a bounced check.
- iv. **PayPal** – euros only.

**(7) Termination**

Termination must be made in writing, preferably via eMail to [hneufeld@gmail.com](mailto:hneufeld@gmail.com) text message at +972 54 7126934 by regular mail to Herman Neufeld, Manor Street 4/64, 4265940 Netanya, Israel.

**(8) Confidentiality**

Both Client and Agent agree to keep all information exchanged between them strictly confidential. A party is required to inform the other party about his intention to involve a third party into the shared information. Any party has the right to revoke sharing of his information from the other party anytime. This clause does not apply to cases involving state and local law enforcement authorities.

**(9) Separate Agreements, Severability Clause, and Signature**

All separate agreements shall be made in writing and be approved by both parties. Should any statement in this contract become not applicable, all other statements shall continue to remain in force.

Client declares as follows: I have read and understood all of the preceding terms and conditions and agree to comply with them.

\_\_\_\_\_  
Client’s Name and Surname

\_\_\_\_\_  
Passport or Personal ID Number

\_\_\_\_\_/\_\_\_\_\_  
Place Date

\_\_\_\_\_  
Client’s Signature