

(Landlord Association) Helpline Contract

Contract Parties

1. (Landlord Association)
2. Tia Politi – Rental Housing Support Services, LLC, Independent Contractor (Contractor)

Job description

The position of Helpline Representative is designed to provide (Landlord Association) members with guidance on topics including, but not limited to: Fair Housing, screening, move-in/move-out procedures, lease violations, service of notice, acts of God, domestic violence, diminution in value, insurance claims, rent increases, deposit accounting, termination of tenancy, evictions, small claims, abandoned property, conflict resolution, and service agency referrals. The base of knowledge for this position is broad, requiring in-depth knowledge of landlord and tenant rights and remedies, industry standards, and strategies for success with residential rental property management.

Policies

- Contractor agrees to provide telephone support services to the members of the (Landlord Association) regarding landlord-tenant law, processes and procedures.
- Contractor will provide their own telephone equipment and service, paying the expenses incurred therein.
- (Landlord Association) shall manage and pay for the member Helpline phone number and messaging service.
- Contractor shall keep a log of calls received, and provide a quarterly spreadsheet to the (Landlord Association) in October, January, April and July of each year, detailing the general subject matter of each call, in order to provide information on trends and areas of needed education within the membership.
- Contractor shall cooperate with and facilitate member reviews of the services provided as instructed by the (Landlord Association).

Procedures

- Contractor will retrieve phone messages in the method selected by the (Landlord Association), subject to change.
- Contractor agrees to return all member messages within one business day, between the hours of 7 a.m. and 8 p.m.
- Helpline shall be closed when the office is closed, but nothing shall restrict Contractor from choosing to return calls on the weekends or on days when the office is closed, at their discretion or availability.
- If Contractor does not reach the member, they will leave a message with a return number.
- Contractor will confirm membership prior to returning any call. (Landlord Association) office staff will provide an updated list of members to Contractor on a monthly basis to ensure the Helpline service is restricted to members only.
- Contractor will refer non-member calls to the (Landlord Association) office.
- Contractor will refrain from giving legal advice and encourage professional consultation for areas outside the Contractor's expertise.
- Contractor agrees to abide by the highest legal and ethical standards in their business, personal and professional life so as not to cast the (Landlord Association) into disrepute.

Compensation

- (Landlord Association) agrees to compensate Contractor an amount equal to \$2 per member per month for providing Helpline service. Rates will be based upon current membership numbers at the time of contract signing. Each year on or around the anniversary of the contract start date, membership numbers shall be provided and the next annual rate set based on the current total at that time.
- Payment shall be made within a reasonable time upon the completion of each month's service.
- Contractor will pay all required taxes and fees for the income earned to provide the service.

Term

- The contract shall renew on a month-to-month basis.

Insurance

- Contractor shall provide their own E & O and liability insurance coverage.

Backup/Time Off

- Contractor shall identify qualified back-up Contractor subject to board approval, to fill in upon illness, personal conflict, or vacation. Back-up Helpline representative shall be paid for their service at a rate of \$50.00 per day.
- Contractor shall be entitled to 12 days per fiscal year (July 1-June 30) to have temporary substitute fill in without reduction in monthly compensation. Any days beyond that in a fiscal year shall be deducted from the monthly payment due to the Contractor, to pay the substitute.
- Should Contractor fail to use all of the days allowed for time off during the fiscal year, there will be no additional compensation awarded. The days shall not accumulate from year to year, but reset upon the annual contract date of the following year.

Contract Termination

- Contractor agrees to provide a minimum of 90-days' written notice to terminate this contract to provide a reasonable time for a new Contractor to be identified and selected.
- (Landlord Association) may terminate this contract for any reason with 30-days' written notice.
- (Landlord Association) may terminate this contract with 24 hours' notice in writing if the Contractor undertakes any act that risks bringing the reputation of (Landlord Association) into disrepute, or fails to perform the duties of the position in good faith.
- If the contract is terminated by either party mid-month, Contractor shall be entitled to only the prorated amount owing on a per-day basis, or the last day of performance of the contract.
- No accrued time off shall be paid regardless of when the contract is terminated.

Tia Politi – Rental Housing Support Services, LLC

(Landlord Association Representative)