



PLUMB365 Inc. Service Package Terms And Conditions

Terms: Memberships are in 12 month increments. If Memberships are canceled Before the first service call is performed a full refund will be issued. Memberships will automatically end upon completion of the twelfth month from last payment unless next payment is paid in full. Scheduling: First appointment will be made upon payment. Second appointment will be set for six months after the first service call. Scheduling of service calls will be every six months. Plumb365 will call on the first of the month that the service call is set for to set the exact day and time of the service. Payment: Payment will be due in full when purchasing the service membership package. To renew memberships payments will be due upon completion of the last service call paid for.

EXECUTION OF THE WORK: Contractor shall furnish all labor, material, services, tools, equipment, and fixtures necessary to perform and complete in a good and workmanlike manner the work described in the Agreement. All Work shall be done in accordance with, all laws, ordinances, building codes, rules and regulations applying to the Work. Contractor shall have control over, and be solely responsible for, all means, methods and sequences for performing the work.

AGREEMENT: Job description, Estimates, Terms and Conditions and any subsequently executed Change Order shall govern the relationship between the Customer and PLUMB365 ("Contractor") PLUMB365 is a plumbing company only and provides no other trade work including but not limited to paint, landscaping, Concrete, drywall etc. No other trade work should be expected unless clearly defined in an estimate or invoice as being handled specifically by PLUMB365 Inc. This membership is only for work that is specifically stated. This work will be done under the belief that the plumbing is in serviceable condition. Serviceable condition is defined as a condition in which it can be touched or worked on without braking/failing. This includes other plumbing parts not being worked on but that can be affected by work being done. Plumbing systems vary, and not all plumbing issues can be identified upon inspection or estimate. Neither this contractor nor its representatives will be held liable for damages that arise due to the plumbing system being in unserviceable condition wether being worked on or inspected.

CHANGES IN THE WORK: The Agreement may be modified by verbal approval, however a written change order will follow before or at time of final invoice. Work Proposal & Cost Estimates are determined by visual inspection, Customer provided information, maps and drawings. Any obstacles or obstructions including but not limited to major roots, changes, sub-contractors, obstructions, utilities, concrete obstructions, hardpan, ground water, import fill, etc. will be charged on a time and materials basis at labor rates in place at time of job completion.

LIMITED WARRANTY: 1 year warranty on craftsmanship. Craftsmanship is defined as the skill in which things are built/ Installed. Parts and equipment fall under manufacturers warranties. All Warranties are void if payment is not paid when due. **EFFECTIVENESS OF AGREEMENT, JURISDICTION AND VENUE:** Any dispute, claim or controversy filed by Customer shall be filed in the County of San Diego, California and shall be governed by and construed under the laws of the State of California. The Prevailing Party shall be entitled to cost reimbursements (to include but not limited to court costs, attorneys' fees, out of pocket expenses, etc.).

LIMITATION OF LIABILITY: Customer agrees, to the fullest extent permitted by law, to limit the liability of the Contractor and the Contractor's officers, directors, partners, employees and subcontractors on the Work for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the Contractor and the Contractor's subcontractors to all those named shall not exceed the Contractor's total fee for services rendered on this Work. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising unless otherwise prohibited by law.