

ABCO Home Maintenance plan Terms & Conditions

1. Effective date of this agreement: This Agreement becomes effective when signed and when Abco Plumbing, LLC. receives payment in full from Customer.
2. Payment: Payment is due upon the signing of this Agreement.
3. Quality of Work: when Abco Plumbing, LLC. will perform and complete any and all work in a good and workmanlike manner consistent with plumbing industry standards.
4. Customer Warranties & Representations. Upon acceptance of this Agreement, the Customer warrants that all work areas are free of hazards (asbestos, insects, poison ivy, chemicals, mold, etc. ...) and that Customer will clear or will have cleared the property of any hazards or debris that would impede or prohibit an expeditious, professional inspection, service, installation or repair. In the event that a hazard is discovered during the course of inspection and/or work, all inspections and/or work will cease until the Customer has taken proper abatement of the hazard at the Customer's expense.
5. Entire Agreement; Modification. This Agreement constitutes the entire agreement and understanding by and between the Parties with respect to the services bargained for under this agreement, and supersedes all prior negotiations, representations, understandings, or agreements. Any modification of this Agreement will require the signed written consent of both parties.
6. Act of God and delays: In the event the completion of inspection and/or work related to this agreement is prevented due to weather, fire, accident, vandalism, natural disaster, theft, labor strikes, material shortage, delay of any governmental agency in issuing any required permit or certificate, or in performing inspections, litigation, or any act of God, such inspection and/or work shall be postponed until such issues are resolved.
7. Governing Law. This Agreement is governed by the laws of the State of Virginia, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement.
8. Venue. Any action, suit, or proceeding arising out of the subject matter of this Agreement shall be litigated in courts located in the county in which the residential property is located. Each party consents and submits to the jurisdiction of any local, state, or federal court located in the state in which said property is located.
9. Attorneys' Fees. In the event of any legal action or proceeding initiated by either party in order to enforce the Agreement or any provision hereof, or in connection with any alleged dispute, breach, default, interpretation, or misrepresentation in connection with any provision contained herein, the non-prevailing party will pay the prevailing party's reasonable attorneys' fees and costs incurred in connection with such action or proceeding. These costs include, but are not limited to, the costs of pursuing or defending any legal action which may include an appeal, discovery, or negotiation and preparation of settlement arrangements.

10. Customer Insurance. Customer understands and agrees that they will maintain their own insurance policy on their residential property. This Agreement is not an insurance policy. Abco Plumbing, LLC. is not an insurer and shall not be held liable for any and all special or consequential property damages due to or related to equipment or failure of same, including water damage due to leaks from condensate lines, drains, or water lines, whether due to normal wear and tear or freezing conditions. Furthermore, Abco Plumbing, LLC. shall not be held liable for a house not continuously occupied or for damages to the house that occur during an extended period of time in which a house is vacant.

11. Severability. If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof will continue in full force and effect.

12. Limitation on Liability. Customer understands and agrees to hold harmless Abco Plumbing, LLC. for any of the following:

- a. Acts of nature;
- b. Work performed or materials provided by individuals or companies other than Abco Plumbing, LLC. (Such instances shall be cause to terminate the company's obligation under the Agreement);
- c. Repairs to products beyond their useful life, for cosmetic purposes, or to parts no longer available;
- d. Work or changes which may be required at some future date by government, codes or insurance;
- e. Freight or shipping charges for special order, rush order, or other parts;
- f. Energy used or fuel costs incurred during inspection or work which are associated with the operation of equipment covered under the Agreement;
- g. Water pipes that freeze or break subsequent to Abco Plumbing, LLC.'s inspection of Customer's house; and
- h. Worn-out or substandard parts that break due to such condition during the testing or maintenance parts of the inspection.

Customer understands and agrees that Abco Plumbing, LLC. expressly disclaims any liability for any harm, costs, or damages that arise or are incurred in such instances as detailed here in Section 12 of this Agreement. The inspection and maintenance services to be performed under this Agreement are not a guarantee against obsolescence, normal wear or malfunctioning due to misuse or negligence nor will inspections be construed as an approval or guarantee of the condition of equipment.

13. Mold Hold Harmless/Limitation on Liability. Abco Plumbing, LLC. and its agents are not qualified mold, mildew, or fungi inspectors. Under this Agreement, Abco Plumbing, LLC. and its agents expressly disclaim any duty to inspect or identify or report the presence or growth of any mold, mildew, fungus, or any combination thereof, on or around any equipment covered by this Agreement. Further, Customer will Abco Plumbing, LLC. and its agents harmless for any damages, including special damages and

consequential damages, caused by the presence or growth of mold, mildew, fungi, or any combination thereof that is due to or related to equipment or failure of equipment covered by this Agreement.

14. Terms Subject to Change. The terms and conditions of this Agreement are subject to change without notice. The current Agreement shall be available for download on-line or by calling our office. You may update your contact/account information by calling our office or sending us an e-mail at abcoplumbing@gmail.com and receiving a confirmation e-mail.

15. Term & Renewal Right. This Agreement is valid for one (1) year only and only covers the property stated in this Agreement. After the expiration of this contract, Abco Plumbing, LLC. retains the right to offer or deny any future contracts or renewals.

16. Interpretation: Customer will not interpret this Agreement to construe its terms against Abco Plumbing, LLC.

17. Assignment & Transfer. Change in property owner(s) will not cancel coverage of this Agreement. In the event this property changes owners, this Agreement remains in full force and effect for the specified time and coverage on this property. (This Agreement will not transfer with Customer to a different property.)

18. Stand Alone Agreement. The terms described herein apply only to this Agreement. This Agreement is separate and unique from any other agreement between Abco Plumbing, LLC. and Customer. The discounted cost of this service agreement cannot be combined with any other offer, deal, or agreement to provide services.

19. *Overtime rates shall be charged for routine services provided after-hours or during the weekend. a. Normal business hours: 8am to 5pm Monday thru Friday.

Emergency vs. Routine Service shall be determined by a Abco Plumbing, LLC. representative, at their sole discretion.