

# HOME+ STEWARDSHIP SERVICE AGREEMENT

PlusOne Construction, LLC (Lic# BC783464)

## 1. PROGRAM PHILOSOPHY & INTENT

- a. The Home+ Program is a preventative maintenance and visual observation service utilizing PlusOne's internal service protocols to observe visible exterior conditions and perform routine upkeep. This is a stewardship program, not a warranty or insurance policy. Our goal is to extend the lifespan of your home's exterior components through proactive care and professional observation.

## 2. MEMBERSHIP TIERS & INCLUDED SERVICES

### a. Included Services (By Tier)

- i. **The 32-Point Stewardship Audit (All Tiers):** Performed bi-annually (Spring/Fall). Includes visual inspection of roof, flashing, siding, and drainage systems. This is a **non-invasive, visual surface observation** performed from grade level and/or via standard ladder access. It is not a forensic moisture analysis, a code compliance audit, or an invasive structural evaluation. Member acknowledges no representations are made regarding water-tightness, structural integrity, remaining service life, or future performance of any system. Member agrees not to rely on the Stewardship Audit as a substitute for professional inspections.
- ii. **Gutter Cleaning (All Tiers):** Removal of organic debris from horizontal gutter troughs and downspout flushes. *Note: Does not include underground drain tile jetting or scrubbing of exterior "tiger striping".*
- iii. **Exterior Wash (Care+ & Signature+):** Soft-wash of siding and exterior window cleaning (glass only).
- iv. **Digital Health Vault (Care+ & Signature+):** Access to photo-documented "Stewardship Ledgers" tracking asset conditions over time.
- v. **Signature Envelope Fortification (Signature+ Only):** Advanced FLIR thermal efficiency scanning to identify active heat loss and priority sealant reinforcement of compromised exterior window perimeters and trim interfaces.

### b. Consumables & Labor Limitation

- i. **Scope & Allowance:** The Stewardship Audit includes an allowance for incidental consumables (e.g., sealants, fasteners) up to an allocated

value of **\$10.00** and a **Total Aggregate Labor allowance of 15 minutes** per visit.

- ii. **Scope Definition:** This time is strictly allocated for minor preventative adjustments (e.g., reseating a loose nail, minor sealant touch-up).
- iii. **Overage:** Any maintenance requiring materials or labor exceeding these limits is defined as a "Project" and shall be quoted separately.
- iv. **Restoration vs. Maintenance:** We clean and maintain **functional** systems. We do not restore systems that have already failed (e.g., we cannot repair rotted wood frames under this agreement).

### 3. PRICING & THE "GROUND TRUTH"

- a. **Initial Enrollment & The "Ground Truth" Verification:** All pricing is subject to a physical "Ground Truth" Verification by a PlusOne Project Manager to confirm the property meets our Standard Profile:
- b. **Standard Access:** Maximum 2-story elevation (standard 28' extension ladder) and walkable grade access.
- c. **Standard Materials:** Vinyl, Steel, LP SmartSide®, or James Hardie® siding; and asphalt/composite roofing. Complex Materials (e.g., Stucco, Cedar, Stone) may trigger a "Material Complexity" Tier Adjustment.
- d. **Maintenance-Ready Condition:** Pricing assumes the property is maintainable. Conditions requiring "Restorative Preparation" (e.g., gutter muck > 1-inch depth) are NOT included in the base rate and will be photographically documented for approval.
- e. **Home+ Capacity Baselines:** To ensure consistent stewardship quality, each Membership Tier is defined by specific Capacity Baselines, which represent the standard inclusive scope for the 32 or 52-Point Audit and included maintenance services:
  - i. **Classic Tier:** < 1,999 SF Footprint | 125 LF Gutters | 25 Window Panes | 2,500 – 2,800 SF Siding Area
  - ii. **Premier Tier:** 2,000 – 2,999 SF Footprint | 180 LF Gutters | 40 Window Panes | 3,500 – 4,000 SF Siding Area
  - iii. **Executive Tier:** 3,000 – 3,999 SF Footprint | 250 LF Gutters | 60 Window Panes | 4,500 – 5,500 SF Siding Area
  - iv. **Estate Tier:** 4,000+ SF Footprint | Per Audit | Per Audit | Per Audit
- f. **Scope & Complexity Assessment:** Final Tier placement and Annual Dues are confirmed during the Initial Discovery Audit. Our Project Managers evaluate the home's "Stewardship Profile" based on three primary technical factors: (1) Service Density, (2) Access Complexity, and (3) Specialized Material Requirements.

- g. Tier Alignment:** Final Tier placement is verified during the Initial Discovery Audit. If a property's actual linear footage of gutters, individual window pane count, or total exterior siding square footage exceeds the assigned Tier baseline by more than 10%, PlusOne Construction will provide a Profile Summary and a revised quote for the appropriate Tier adjustment.
- h. Definition of "Complexity":** A property is designated as "Complex" if it possesses architectural or site conditions that extend the standard service duration by more than 10%. Factors triggering a "Complexity Tier Adjustment" include:

  - i. Surface Complexity:** Specialized materials requiring unique cleaning or sealant protocols (e.g., Stucco, Cedar, Stone, or intricate gingerbread trim).
  - ii. Access Complexity:** Steep-grade lots, "blind" elevations with no ladder set-points, zero-lot-line restrictions, or eave heights exceeding two stories (The "3-Story Rule"). Structures requiring 40-foot ladders or specialized lift equipment will incur a mandatory High-Elevation Surcharge.
  - iii. Site Obstructions:** Built-in features (pergolas, glass conservatory roofs, or sensitive specimen landscaping) that prevent standard ladder placement or wash runoff.
  - iv. Density Complexity:** Architectural designs where the linear footage of gutters, individual window pane count, or total exterior siding square footage exceeds the assigned Capacity Baselines.
  - v. Right to Proceed or Cancel:** If the Discovery Audit reveals a Stewardship Profile exceeding the assigned Tier's standard parameters, PlusOne Construction will provide a Profile Summary and a revised quote. The Member may then elect to proceed with the revised Tier or cancel the membership for a full refund of any Membership Dues paid; however, the Initial Audit & Onboarding Fee remains non-refundable as it represents the reasonable value of the professional services and documentation already provided.
  - vi. Initial Audit & Onboarding Fee Summary:** This fee is earned upon completion of the site visit and is non-refundable. The Initial Audit & Onboarding Fee represents the reasonable value of professional site services (including the 32 or 52-point health audit), travel, digital documentation within the Health Vault, and administrative onboarding. The Initial Audit constitutes a billable service regardless of Membership activation.

#### **4. Billing & Payment Methods**

- a. Balance Billing:** Following the audit, the remaining Annual Membership Balance, plus applicable tax, shall be invoiced and is due upon receipt.

- b. **Applicable Sales Tax:** All fees and dues are subject to applicable state and local sales tax. Tax rates are determined by the **destination address** (the Property location) and are subject to change based on local tax jurisdictional requirements.
- c. **Credit Card Surcharges:** To keep our base rates as low as possible, PlusOne offers "Dual Pricing". All advertised prices are for payment via **ACH or Check**. Members electing to use a **Credit Card** for any payment (including the Initial Fee and Renewals) acknowledge up to a **3.5% Credit Card Surcharge** will be added to the transaction.
- d. **Debit Card Exemption:** In accordance with state and federal law, **no surcharges** will be applied to payments made via **Debit Card**.
- e. **Activation:** No additional Membership benefits (including Remodeling Discounts) activate until the annual balance is satisfied in full.
- f. **Annual Rate Adjustment:** Annual rates may adjust up to a maximum of **10% per annum**. **PlusOne shall provide at least thirty (30) days written notice prior to any renewal rate adjustment.**

## 5. SCHEDULING & ACCESS

- a. **Site Access:** Member shall ensure unlocked gates, secured pets, and 10-foot clearance from exterior walls. Failure of access may result in a **\$75 Trip Charge**.
- b. **Force Majeure:** PlusOne shall not be liable for delays caused by weather, unsafe conditions, or circumstances beyond our control.

## 6. THE "NET-ZERO" REMODELING EQUITY

- a. **Promotional Nature:** The "Net-Zero Equity" benefit is a promotional discount program offered as an inducement for long-term stewardship. It does not constitute a vested right, cash value, escrowed asset, or "earned" equity in the legal or financial sense.
- b. **Annual Aggregate Cap:** Eligible Members (Care+ at 5% and Signature+ at 10%) may apply this discount toward major construction projects with PlusOne Construction. The total combined discount applied to any and all projects within a single 12-month Membership Term shall not exceed the Aggregate Annual Cap (Care+: \$2,500 / Signature+: \$5,000).
- c. **One-Time or Split Use:** This annual "pot" of equity may be used for a single major project or split across multiple smaller projects until the Aggregate Annual Cap is reached.
- d. **Renewal Reset:** Unused equity does not "roll over" to subsequent years; the cap resets to the base amount upon each successful annual renewal.

## 7. LIMITATION OF LIABILITY

- a. **Standard of Care & Performance:** PlusOne Construction agrees to perform all Home+ services with the degree of skill and care ordinarily exercised by

professional building contractors in the State of Minnesota under similar circumstances. Member acknowledges that Home+ is a Maintenance and Stewardship program, not an insurance policy or a structural warranty. Success of the program is defined by the completion of the 32 or 52-point audits and the delivery of the Digital Health Report. PlusOne shall be judged based on the professional execution of these specific deliverables as documented in the Digital Health Vault.

- b. **Workmanship & Outcome Disclaimer:** "PlusOne Construction warrants that all services will be performed in a professional and workmanlike manner. However, Member acknowledges that **Home+ is a maintenance service, not a product warranty**. All property conditions and components are documented '**AS-IS**' at the time of service. PlusOne's workmanship standard applies solely to the performance of the service at the time of the audit or refinement; it does not constitute a guarantee of the future longevity, performance, or remaining useful life of the home's systems or materials."
- c. **General Liability Cap:** PlusOne's total aggregate liability for all claims arising from this Agreement shall not exceed the total fees paid by Member in the twelve (12) months preceding the claim. This limitation constitutes Member's exclusive and sole remedy.
- d. **Duty-Limiting Clause & Maintenance Standards:** Member acknowledges that PlusOne provides proactive maintenance and observation services only. PlusOne does not assume responsibility for overall system performance, structural integrity, or underlying code compliance. The **Signature Envelope Refinement** and minor mechanical adjustments provided are preventative in nature and do not constitute formal repair, remediation, or a certification of property condition.
- e. **Inspection & Technology Disclaimer:** All **Digital Health Reports** and **Thermal Audits** (including FLIR Imaging) are visual "snapshots" intended to identify "Yellow Flags" for further professional evaluation. They are not a substitute for a full engineering survey, structural analysis, or specialized mechanical inspection.
- f. **Consequential Damages:** PlusOne shall not be liable for incidental, indirect, special, or consequential damages, including interior water damage, mold remediation, loss of use, or property value diminution.
- g. **Pre-Existing Conditions:** PlusOne is not responsible for damages from pre-existing "Hidden History" including rot, mold, or leaking windows whether observed or not.
- h. **Incidental Damage:** We are not responsible for loose siding, flaking paint, or oxidation removal occurring during standard maintenance of aged materials.
- i. **Environmental Hazards:** PlusOne does not identify or remediate lead, asbestos, biological growth or other environmental hazards. Member holds PlusOne harmless from claims related to exposure, disturbance, or failure to identify such hazards.

## 8. TERM, AUTO-RENEWAL & CANCELLATION

- a. **Initial Term:** This Agreement is for an initial term of **one (1) year**.
- b. **Automatic Renewal:** Unless cancelled in writing at least thirty (30) days prior to the annual renewal date, this Agreement shall automatically renew for successive one-year terms at the then-current Renewal Rate. Annual **Membership Access Fee:** Upon renewal, an Annual Membership Access Fee of **\$299.00 (plus tax) will be automatically charged to the payment method on file.**
- c. **Refund Policy:**
  - i. **Full Refund:** Cancellation within the 72-hour statutory window results in a 100% refund.
  - ii. **Administrative Deduction:** For cancellations after the statutory window but prior to the initial audit of a renewal term, the \$299.00 fee will be **refunded less a \$100.00 Administrative & Scheduling Fee.**
  - iii. **Service Earned:** **Once the initial audit of the new term is completed, the full \$299.00 fee is deemed earned and is non-refundable.**
- d. **Renewal Notice:** PlusOne shall provide a renewal and rate adjustment notice via email between thirty (30) and sixty (60) days prior to the renewal date.

## 9. INTELLECTUAL PROPERTY NOTICE

- a. Home+ structures, the Net-Zero Investment Math, and branding are the intellectual property of PlusOne Construction, LLC.

## 10. WARRANTY & "AS-IS" SERVICES

- a. **Workmanship:** PlusOne warrants services will be performed in a workmanlike manner.
- b. **As-Is:** All services are provided "**AS IS**" and "**AS AVAILABLE**". No warranty of longevity is provided for patches or sealants on compromised materials. Any implied warranties of merchantability or fitness are expressly disclaimed.

## 11. MARKETING & MEDIA RELEASE

- a. Owner grants PlusOne a license to record images of the Work for promotional use, **excluding interiors and personal identifying information** unless separately authorized.

## 12. GOVERNING LAW, DISPUTE RESOLUTION & INDEMNIFICATION

- a. **Governing Law:** This Agreement shall be governed by and construed under the laws of the State of Minnesota.
- b. **Mandatory Mediation & Binding Arbitration:** In the event of any dispute arising under this Agreement, the parties agree to first attempt to resolve the matter through formal mediation in Hennepin County, Minnesota. If mediation fails to resolve the dispute within sixty (60) days, the dispute

shall be settled by **binding arbitration** administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. The arbitrator shall be a neutral third party with experience in Minnesota construction law.

- c. **LIMITATION PERIOD:** Any claim, action, or proceeding by Member against PlusOne Construction arising out of or relating to this Agreement must be commenced within one (1) year of the date of the specific service, audit, or event giving rise to the claim. Member expressly waives any longer statutes of limitation provided by law.
- d. **NO RELIANCE:** Member acknowledges that they have not relied upon any oral or written representations, promises, or statements made by any salesperson or representative of PlusOne Construction that are not expressly contained within this written Agreement.
- e. **Indemnification:** Member agrees to indemnify, defend, and hold **PlusOne Construction** and its employees harmless from and against any and all claims, damages, or losses arising out of or relating to pre-existing property conditions, concealed defects, moisture intrusion, or third-party injuries occurring on the property, **except to the extent such claims are caused by the negligence or willful misconduct of PlusOne Construction.**
- f. **Attorneys' Fees:** In the event of any litigation, arbitration, or collection action arising from this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.
- g. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- h. **Waiver of Jury Trial:** To the maximum extent permitted by law, Member and PlusOne knowingly and voluntarily waive any right to a trial by jury in any legal proceeding arising out of or relating to this Agreement.

### **13. MN MECHANIC'S LIEN NOTICE**

**(A) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS. (B) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNT DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.**