

Bishop Construction Service Plan Agreement

Version 1.0.0

ACCEPTANCE OF TERMS

The following Service Plan Agreement (the "SPA") is a legally binding agreement that shall govern the relationship with the User also known as (the "Property Owner", "Service Plan Purchaser", "End User") which may interact or interface with Bishop Construction also known as (the "Servicer", "BC", "Provider", "Builder", "Contractor"), located at 9111 Cross Park Dr, D243, Knoxville, Tennessee 37923, and our subsidiaries and affiliates, in association with the use of the website and this service plan agreement, which includes bishop-construction.com (the "Site") and its Services, which shall be defined below.

DESCRIPTION OF SERVICE PLANS OFFERED

Basic Plan

- \$19.99 per month You as a BC Basic Member will receive: (Per year)

Pick 2 Annual Inspections:

- Roof Inspection
- Energy Audit
- Exterior Inspection
- Fire Prevention Inspection

10% Off All Home Improvements up to \$1,000 in total discounts.

3 - Service that includes trip charge and 1 hour of service time at NO ADDITIONAL COST.

NO Waiting Period

NO Deductible

You can use the same day as sign-up

Preferred Plan

- \$29.99 per month You as a BC Preferred Member will receive: (Per year)

Pick 2 of the Annual Inspections:

- Roof Inspection
- Energy Audit
- Exterior Inspection
- Fire Prevention Inspection

10% Off All Home Improvements up to \$1,000 in total discounts.

4 - Service that includes trip charge and 1 hour of service time at NO ADDITIONAL COST.

NO Waiting Period

NO Deductible

You can use the same day as sign-up

Deluxe Plan

- \$39.99 per month You as a BC Deluxe Member will receive: (Per year)

Pick 2 of the Annual Inspections:

- Roof Inspection
- Energy Audit
- Exterior Inspection
- Fire Prevention Inspection

12.5% Off All Home Improvements up to \$1,250 in total discounts.

5 - Services that includes trip charge and 1 hour of service time at NO ADDITIONAL COST.

NO Waiting Period

NO Deductible

You can use the same day as sign-up

Home Maintenance Plan

-\$79.99 per month You as a BC Home Maintenance Member will receive: (Per year)

Pick 2 of the Annual Inspections:

- Roof Inspection
- Energy Audit
- Exterior Inspection
- Fire Prevention Inspection

12.5% Off All Home Improvements up to \$2,500 in total discounts.

5 - Services that includes trip charge and 1 hour of service time at NO ADDITIONAL COST.

1- Annual Gutter Cleaning

1- Annual Pressure Washing

1- Annual Hot Water Tank Drain and Refill

4- Annual Home HVAC Filter Replacement (Filters Included)

NO Waiting Period

NO Deductible

You can use the same day as sign-up

The user acknowledges and agrees that the Services provided are the sole property of Bishop Construction. At its discretion, Bishop Construction may offer additional plan Services and/or products, or update, modify or revise any current content and Services, and this Agreement shall apply to any and all additional Services and/or products and any and all updated, modified or revised Services unless otherwise stipulated. Bishop Construction does hereby reserve the right to cancel and cease offering any of the aforementioned Services and/or products. You, as the end user, acknowledge, accept and

agree that Bishop Construction shall not be held liable for any such updates, modifications, revisions, suspensions or discontinuance of any of our Services and/or products. Your continued use of the Services provided, after such posting of any updates, changes, and/or modifications shall constitute your acceptance of such updates, changes and/or modifications, and as such, frequent review of this Agreement and any and all applicable terms and policies should be made by you to ensure you are aware of all terms and policies currently in effect. Should you not agree to the updated, modified, revised or modified terms, you must notify us in writing and all current payments on service plans will continue until Bishop Construction is notified in writing.

Furthermore, the user understands, acknowledges and agrees that the Services offered shall be provided "AS IS" and as such Bishop Construction shall not assume any responsibility or obligation for the timeliness, missed delivery, deletion and/or any failure to store user content, communication or personalization settings. The User agrees and understands that any unused services will not be rolled over from year to year. The User also agrees that Bishop Construction will not be responsible for informing a User of unused service calls, discounts or inspections.

TERMS OF PAYMENT ON SERVICE PLANS

The User acknowledges and agrees that the Service Plans provided are for a 1 year term of service (12 full months). All service plans will be deducted from User's source of funds (bank, credit/debit card) on 5th, 10th, 15th, 20th, 25th of every month. User agrees that all monthly billed service plans will have a \$5 service charge added to cover postage and time/labor to send out a bill. Electronic billing has no service charges. If a months service charges are returned or declined then the Service Plan will be put on hold and Bishop Construction will not be held to any of the service terms until all back charges are paid in full. Should a service call be performed for a User and the User's current monthly service charge is then returned as declined/returned for Non Sufficient Funds to Bishop Construction from the User's source of funds the User will be responsible for the trip charge and the 1 hour service charge and all applicable discounts of the performed service unless within 7 business days of the notification of declined/returned for Non Sufficient Funds to Bishop Construction the User makes their account current with Bishop Construction including any returned check fees of \$35. The User agrees and acknowledges that early termination penalty equal to 50% of the remaining months value on the term of the service plan from the date of the current fiscal year of the service plan. Upon early termination Bishop Construction will not be responsible to provide any additional services of the Service Plan provided. User agrees and understands that any non payment will result in Bishop Construction turning over any unpaid balances to a third-party collector and/or selling that debt to a third-party collector in which the third-party collector may pursue that debt under the terms of the Fair Debt Collections Act.

PAYMENT ON SERVICES

The User acknowledges and agrees that payment for additional time on covered service calls or non covered service calls is due in full immediately upon service call completion. Any payment arrangements may void any plan discounts and must be approved by Bishop Construction. The User agrees that they will have 7 business days after notification of declined/returned for Non Sufficient Funds to Bishop Construction to make the User account current with Bishop Construction including any returned check fees of \$35. User agrees that after the 7 business days of a delinquent account then a 10% fee will be charged as a late fee. The User agrees that Saturday and Sunday are not a Business Day and any payments made will not be applied until the next Business day which could make the User's

payment late. The User also agrees that after 30 days of non payment Bishop Construction may turn the User's account over to collections. User agrees and understands that non payment will result in Bishop Construction turning over any unpaid balances to a third-party collector and/or selling that debt to a third-party collector in which the third-party collector may pursue that debt under the terms of the Fair Debt Collections Act.

SERVICE CALLS

The User acknowledges and agrees that a service call may or may not be completed in the allowable 1 hour initial covered service call time frame. The User agrees that additional time on a covered service plan call will be billed at \$65 per hour on each 1st minute after the first hour of the covered service call. The User understands that the Bishop Construction does not provide material on a covered service call. Any material that Bishop Construction has to provide will be an additional charge unless documented otherwise. Should Bishop Construction have to go and obtain materials for a service call whether covered or not covered the User understands and agrees that the billable service time by Bishop Construction will continue until the service call is completed. The User agrees that Bishop Construction is not responsible for material disposal on a service call. Should the User decide to terminate a service call in process due to improper material, shortage of material and/or any changes by the User and/or any conditions outside of Bishop Construction's control. The User then understands that an additional Service Call may or may not apply to a covered Service Call and that a possibility of an additional trip charges and service hours may apply.

COVERED SERVICES

The User acknowledges and agrees that a covered Service is a Service listed below that may be used with the Service Plan chosen to cover 1 trip charge and 1 service hour only on Residential Properties only NO Commercial Properties will be covered. Any services outside of the covered services list will be an additional charge. The User will not hold Bishop Construction responsible should they not be able to start a service repair due to safety concerns with existing installed items or User property conditions. Any additional service requests during a service call may be applied as a covered service if on the covered service list and all materials are available at the time. The User understands that Bishop Construction may or may not be able to service additional covered services at the same time and Bishop Construction will not be held accountable.

- 1) Switch Replacement
- 2) Plug Replacement
- 3) Light Fixture Replacement
- 4) Faucet Replacement (Faucet must be provided by User)
- 5) Clogged Toilet (Snake the unit and first few feet of main, does not include entire main line)
- 6) Clogged Sink (Snake the unit and first few feet of main, does not include entire main line)
- 7) Heating System Filter Replacement (Filters provided by User)
- 8) Door Knob Replacement Exterior or Interior
- 9) Flood Light Blub Replacement on Home Exterior
- 10) Clean and/or Comb out A/C unit
- 11) Dishwasher installation (Dishwasher provided by User)
- 12) Toilet Installation (Toilet provided by User)
- 13) Shower Head Replacement (Material provided by User)

- 14) Yard Mulch Spread in front of Property (Material to be paid by User)
- 15) Drywall Repair up to (Materials not included, Painting not included)
- 16) Drywall Touch up to fix nail pops, holes, gashes
- 17) Wireless Doorbell replacement
- 18) Cabinet Door Adjustment to help close properly
- 19) Ceiling Fan Install
- 20) Electrical Plug Installation
- 21) Electrical Switch Installation
- 22) Hot Water Tank Installation
- 23) Roof Repair
- 24) Caulking Around Shower/Tub
- 25) Caulking Around Toilet/Sink
- 26) Window Installation
- 27) Exterior Door Installation
- 28) Interior Door Installation
- 29) Finish Trim Installation
- 30) Gutter Cleaning
- 31) Flood Light Installation
- 32) General Labor
- 33) General Construction Project Guidance
- 34) Out Building Installation
- 35) Cabinet Installation
- 36) Counter-top Installation
- 37) Tile Repair
- 38) Tile Installation
- 39) Re Grout of Tile
- 40) Grouting of Tile
- 41) Tile back splash Installation
- 42) Hardwood Flooring Repair and Installation
- 43) Interior Painting
- 44) Exterior Painting
- 45) Deck Repair
- 46) Deck Installation
- 47) Fence Installation
- 48) Customer Request (Bishop Construction will consider)

At its discretion, Bishop Construction may offer additional plan Services and/or products, or update, modify or revise any current content and Services, and this Agreement shall apply to any and all additional Services and/or products and any and all updated, modified or revised Services unless otherwise stipulated. Bishop Construction does hereby reserve the right to cancel and cease offering any of the aforementioned Services and/or products. You, as the end user, acknowledge, accept and agree that Bishop Construction shall not be held liable for any such updates, modifications, revisions, suspensions or discontinuance of any of our Services and/or products.

TERMINATION

The User agrees and acknowledges that they may Terminate the User's service plan at any time and that penalties will apply. The User agrees and acknowledges that early termination penalty equal to 50% of

the remaining months value on the term of the service plan from the date of the current fiscal year of the service plan. Upon early termination Bishop Construction will not be responsible to provide any additional services of the Service Plan provided. User agrees and understands that any non payment will result in Bishop Construction turning over any unpaid balances to a third-party collector and/or selling that debt to a third-party collector in which the third-party collector may pursue that debt under the terms of the Fair Debt Collections Act.

REFUNDS

The User agrees and acknowledges that Bishop Construction will not refund any Service Plan fees or charges after services have been performed. Bishop Construction is not responsible for any overdraft charges, penalties or fees associated with the User's personal accounts or funds. The User is responsible for balancing their funds, Bishop Construction will only draft funds on the day of the month the User authorizes and should the User's funding institution decide to post or withdraw funds on a different day then the User will not hold Bishop Construction responsible.

Furthermore the User agrees that should a User sign up for a Service Plan and use all of the User Services within the first month of Service OR any of the months prior to the full year of service, the User will not be entitled to a refund should they decide to terminate the Service Plan early and that the User will be responsible for the remaining year of service fees. Please refer to sections Termination, Terms of Payment on Service Plans, Payment of Services.

INDEMNITY

All users herein agree to insure and hold Bishop Construction, our subsidiaries, affiliates, agents, employees, officers, partners and/or licensors blameless or not liable for any claim or demand, which may include, but is not limited to, reasonable attorney fees made by any third party, which may arise from any content a user of our site may submit, post, modify, transmit or otherwise make available through our Services, the use of Services or your connection with these Services, your violations of the Service Plan Agreement and/or your violation of any such rights of another person.

LIMITATION OF LIABILITY

YOU EXPLICITLY ACKNOWLEDGE, UNDERSTAND AND AGREE THAT BISHOP CONSTRUCTION AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES WHICH MAY BE RELATED TO THE LOSS OF ANY PROFITS, GOODWILL, USE, DATA AND/OR OTHER INTANGIBLE LOSSES, EVEN THOUGH WE MAY HAVE BEEN ADVISED OF SUCH POSSIBILITY THAT SAID DAMAGES MAY OCCUR, AND RESULT FROM:

- a) THE USE OR INABILITY TO USE OUR SERVICE;
- b) THE COST OF PRECURING SUBSTITUTE GOODS AND SERVICES;

- c) UNAUTHORIZED ACCESS TO OR THE ALTERATION OF YOUR TRANSMISSIONS AND/OR DATA;
- d) STATEMENTS OR CONDUCT OF ANY SUCH THRID PARTY ON OUR SERVICE;
- e) AND ANY OTHER MATTER WHICH MAY BE RELATED TO OUR SERVICE.

LIMITED WARRANTY

The User acknowledges and agrees to the following that Bishop Construction is responsible for labor related issues only for up to one year and that any additional warranties provided by a manufacturer are not the responsibility of Bishop Construction. The User agrees to be responsible for showing proof of service that Bishop Construction performed the work in question needing labor warranty. The User will be responsible for contacting the manufacturer for warranted issues. Bishop Construction will need to be notified in writing for any items to be consider for a labor warranty: Attn: Warranty Claim Bishop Construction 9111 Cross Park Dr, D243, Knoxville TN 37923.

At the time from the completion of documented service by Bishop Construction against any item that is attributed by the building and inspection departments of the local municipality to be due to defective workmanship or defective materials; provided however, Bishop Construction shall not be responsible for, nor warrant against any item that is attributed to defects or damage due to natural wear and tear, or defects which are the result of characteristics common to the material used, or loss, injury or damage caused in any way by the elements, including but not limited to:

- a. Conditions resulting from condensation, expansion or contraction of materials; and
- b. Warping and deflection of wood or lumber; fading, caulking, and checking of paint due to sunlight; drying, shrinking and cracking of caulking and weather stripping; and
- c. Cracks in concrete, stucco, plaster, drywall, bricks, masonry, basement walls, basement floors, asphalt, tile or cement (whether inside or outside) and heaving of tile or cement; and
- d. Surface deterioration of concrete or brick, including pitting, popping, sealing, staining, or salt damage or deterioration of paint or stain; and
- e. Damage to or destruction of any tree, shrub or plant growth which is native to the site and which remains after completion of construction of the Home regardless of warrantor's care to protect any tree, shrub or plant growth in either its original or relocated site; landfill, grading, leveling and surface drainage are not guaranteed or warranted in any manner; and
- f. Scratches on mirrors that cannot be seen by the naked eye from six (6) feet; scratches on glass that cannot be seen with the naked eye from six (6) feet; and
- g. Settlement of the Home or the ground under or around the Home; and
- h. Normal wear and tear of mechanical items, and
- i. Bishop Construction shall have no responsibility for any damage caused by or resulting from ice build-up in gutters or roof valleys; and
- j. Bishop Construction does not warrant cedar materials against cracking or discoloration and will not replace any such materials for the foregoing reasons. Cracking and discoloration of cedar boards and siding are inherent in materials generally available in this area; and
- k. Bishop Construction will not be responsible for any damages or malfunctions arising from alteration, abuse, misuse, negligence, acts, omissions, or improper maintenance of the structure by the User or its agents.
- l. Bishop Construction is not responsible for any existing mechanical items or the damage that

they cause now or in the future.

NOTICE

Bishop Construction may furnish you with notices, including those with regards to any changes to the SPA, including but not limited to email, regular mail, MMS or SMS, text messaging, postings on our website Services, or other reasonable means currently known or any which may be herein after developed. Any such notices may not be received if you violate any aspects of the SPA by accessing our Services in an unauthorized manner. Your acceptance of this SPA constitutes your agreement that you are deemed to have received any and all notices that would have been delivered had you accessed our Services in an authorized manner.

USER REVIEWS

The User acknowledges and agrees that they will not defame, misrepresent, slander, or post negative content against Bishop Construction in anyway on any website, newspaper, reporting agencies, any digital sources, media, consumer reports, to other companies, and/or acquaintances. The User agrees to be responsible for all legal fees for the User and Bishop Construction should they violate this section.

TRADEMARK INFORMATION

You herein acknowledge, understand and agree that all of the Bishop Construction trademarks, copyright, trade name, service marks, and other Bishop Construction logos and any brand features, and/or product and service names are trademarks and as such, are and shall remain the property of Bishop Construction. You herein agree not to display and/or use in any manner the Bishop Construction logo or marks.

ENTIRE AGREEMENT

This SPA constitutes the entire agreement between you and Bishop Construction and shall govern the use of our Services, superseding any prior version of this SPA between you and us with respect to Bishop Construction Services. You may also be subject to additional terms and conditions that may apply when you use or purchase certain other Bishop Construction Services, affiliate Services, third-party content or third-party software.

CHOICE OF LAW AND FORUM

It is at the mutual agreement of both you and Bishop Construction with regard to the SPA that the relationship between the parties shall be governed by the laws of the state of Tennessee without regard to its conflict of law provisions and that any and all claims, causes of action and/or disputes, arising out of or relating to the SPA, or the relationship between you and Bishop Construction, shall be filed within the courts having jurisdiction within the County of Knox, Tennessee or the U.S. District Court located in said state. You and Bishop Construction agree to submit to the jurisdiction of the courts as previously mentioned, and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts.

WAIVER AND SEVERABILITY OF TERMS

At any time, should Bishop Construction fail to exercise or enforce any right or provision of the SPA,

such failure shall not constitute a waiver of such right or provision. If any provision of this SPA is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the SPA remain in full force and effect.

STATUTE OF LIMITATIONS

You acknowledge, understand and agree that regardless of any statute or law to the contrary, any claim or action arising out of or related to the use of our Services or the SPA must be filed within 2 year(s) after said claim or cause of action arose or shall be forever barred.

VIOLATIONS

Please report any and all violations of this SPA to Bishop Construction as follows:

Mailing Address:

Bishop Construction Attn: Copyright Agent

9111 Cross Park Dr, D243

Knoxville, Tennessee 37923

Telephone: 865-214-7005

Fax: 865-470-4226

Email: info@bishop-construction.com