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Terms of Service

This GCM Home 360 Services Agreement (“Agreement”) sets forth the terms and conditions under which GCM Construction and Maintenance. (“GCM”) will provide home maintenance / handyman services to you (hereinafter “Homeowner,” “you” or “your”) at your home (the “Property”). You cannot receive, and GCM will not provide, the Services unless and until you have carefully read and agreed to this Agreement by signing “I Accept”. If you disagree with the terms and conditions of this Agreement, you cannot receive the Services. By signing “I Accept” you (i) certify that you are the homeowner and /or are authorized to hire professional service companies for maintenance for the Property; (ii) accept this Agreement; (iii) agree to be bound by these terms and conditions; and (iv) have entered into a binding agreement between you and GCM. GCM and Homeowner each hereinafter sometime referred to individually as a “Party” and collectively as the “Parties”.

GCM and Homeowner agree as follows:

1. TERM

This Agreement shall commence upon the Effective Date and shall continue for a period of twelve (12) months thereafter (the “Initial Term”), unless earlier terminated in accordance with the terms hereof. This Agreement will automatically renew for additional twelve (12) month terms (each a “Renewal Term”) unless one Party provides the other Party with written notice of its intent not to renew this Agreement at least thirty (30) days prior the renewal date hereof. The Initial Term and any Renewal Terms will collectively be referred to as the “Term”.

1. SCOPE

Upon payment of the Annual Fee (as defined below), GCM shall provide Homeowner with the following handyman / maintenance services: (a) four (4) visits, each visit up to one (1-2) hours, annually to provide Maintenance Services and standard maintenance materials (see Exhibit A for current items performed for maintenance; and, (b) the ability to use GCM as a point of contact to coordinate other services to the Property.

1. FEES

The annual fee for the Service, per property;
GCM Home 360 is \$495.00 if paid in one lump sum or \$599.88 if paid in monthly recurring installments of \$49.99 per month (“Annual Fee”).
GCM Home 360 Plus is \$895.00 if paid in one lump sum or \$959.88 if paid in monthly recurring installments of \$79.99 per month (“Annual Fee”).

The Annual Fee includes sales tax. The Annual Fee is for labor and does not include the cost of any necessary parts or materials to complete repairs which will be charged separately, and access to call on GCM for additional projects, repairs, and project management of GCM’s extensive network of additional services.

If any additional, incremental work or services are identified by the Parties or requested by you during the Term of this Agreement that are beyond the scope and pricing included within this Agreement, then such work will be billed on a time and materials basis at a discounted hourly rate of \$70.00/hour for labor and drive time \$49.50 for a service charge plus the cost of any necessary parts or materials. All construction projects will be subject to a 5% discount if you are currently in good standing on this Home 360 Plan.

1. INVOICING AND PAYMENT

The Annual Fee will be invoiced to you when you sign up. If you choose to pay annually, the Annual Fee will be invoiced to you for the Initial Term at the time you sign up for the Services. Thereafter, you agree that the Annual Fee for any Renewal Term will be invoiced to you on the anniversary date of this Agreement, until such time as this Agreement is terminated.

If you have chosen a monthly recurring installment plan, the first month’s installment will be invoiced to you at the time you sign up for the Services. Thereafter, you will be sent receipts on a monthly/yearly basis until such time as this Agreement is terminated.

Payment of all invoices is due upon your receipt of the invoice. GCM will not begin work until payment has been made as set forth above.

1. EXCLUSIONS

GCM is not liable for failure to provide timely maintenance service due to conditions beyond its control, including but not limited to, delays in obtaining parts, equipment, or labor difficulties. GCM shall not be held liable for any failure to perform the Services, to the extent that the failure is caused by Homeowner’s lack of cooperation. This Agreement does not constitute a warranty or representation with regard to the Property or the inspection of the Property but is a preventive maintenance contract designed to provide early treatment of conditions that might lead to further damage to the Property. This Agreement is not intended to identify or prevent all conditions from occurring, which may require maintenance, repair or replacement. GCM shall not be liable for issues which

were not identified by GCM in its visual inspection of the Property. GCM cannot and does not guarantee against future damages or failures after the home repairs. GCM is not liable for any damages caused by misuse or abuse, fire, freezing, electrical, power surges, and/or water failure, water damage, lightning, mud, earthquake, soil movements, storms, accidents, pest damage, ordinary wear and tear or acts of God. GCM shall not be liable for any damages to the Property arising from the acts or omission of third parties, including, without limitation, Homeowner and other residents of the Property, their agents, contractors and invitees, and/or other contractors/technicians during site visits and performed work. HOMEOWNER AGREES TO HOLD GCM HARMLESS FROM AND AGAINST ANY AND ALL DAMAGES, COSTS, EXPENSES, CLAIMS AND LIABILITIES ARISING FROM ANY OF THE FOREGOING EXCLUSIONS.

1. HOMEOWNER'S RESPONSIBILITIES

1. Homeowner will be the primary contact, point of authorization and responsible for facilitating all communications with GCM, approving GCM work items, and scheduling service. The timeliness of communications and review will directly affect GCM's ability to meet agreed upon schedule. Homeowner represents and warrants that each owner of the Property has executed this Agreement.

2. Homeowner is responsible for the condition of the Property the existing materials contained therein. The determination of the presence of any hazardous material (as defined by the EPA) or pollutants (as defined by GCM's general liability insurance policy, e.g. without limitation, asbestos, molds, acids, etc., excluding lead in pre 1978 houses) is solely the responsibility of the Homeowner. GCM has not made and is not required to make any determination of whether the premises contains or is free of hazardous material or pollutants. The Homeowner warrants and represents that there are no hazardous materials or pollutants present in the area to be disturbed by the Services contemplated under this Agreement.

Should hazardous material or pollutants, excluding lead in pre-1978 houses, be discovered at any time, it will be the Homeowner's responsibility to:

- provide any and all testing;
- have material properly removed and disposed of;
- pay GCM for any and all work completed up to the time of discovery; and
- indemnify and hold harmless GCM and any subcontractors or vendors of GCM for any injuries or damages incurred as a result of any such hazardous material or pollutants, including, without limitation, any liability relating to clean up expense, personal injury, or property loss.

1. ADDITIONAL TERMS

1. Subcontractors. GCM shall have the right to use third parties in performance of its obligations and the Services hereunder.
2. Work hours will be between 8:00am and 5:00pm Monday-Thursday excluding Holidays.

3. Work will not be completed as part of this plan if permits are required and would need to be contracted outside of this maintenance plan

4. GCM in its sole discretion and at any time, may modify the subscription fees for these subscriptions. Any fee change will become effective at the end of the then-current billing cycle

5. GCM will provide you with reasonable prior notice of any change in subscription fees to give you an opportunity to terminate your subscription before such change becomes effective

6. Your continued use of the service after the subscription fee change comes into effect constitutes your agreement to pay the modified subscription fee amount.

7. We reserve the right, at our sole discretion, to modify or replace these terms at any time. If a revision is material we will provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

8. Serviceable homes must be within 40 miles of our office located at 6438 City West Parkway, Eden Prairie MN 55344

9. GCM warrants that it has the right to enter into this Agreement and that all Services performed under this Agreement shall be performed in a workmanlike manner. EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS" AND GCM MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

10. LIABILITY CAP & DISCLAIMER OF DAMAGES. GCM's (AND ITS AFFILIATES, CONTRACTORS, SUBCONTRACTORS AND AGENTS) LIABILITY ARISING OUT OR RELATED TO THE AGREEMENT WILL NOT EXCEED, IN THE AGGREGATE, THE FEES ACTUALLY PAID TO GCM FOR THE SERVICE THAT IS THE SUBJECT OF THE CLAIM IN THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE FILING OF SUCH CLAIM.

IN NO EVENT WILL GCM (OR ITS AFFILIATES, CONTRACTORS, SUBCONTRACTORS OR AGENTS) BE LIABLE TO HOMEOWNER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES OR ANY LOSS OF REVENUE, GOODWILL, OR PROFITS, ARISING OUT OR RELATED TO AGREEMENT.

THE LIABILITIES LIMITED BY THIS SECTION 7.C. ABOVE, APPLY: (A) TO LIABILITY FOR NEGLIGENCE; (B) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE; (C) EVEN IF GCM IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; (D) ATTORNEYS

FEES AND COSTS, AND (E) EVEN IF HOMEOWNER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. IF APPLICABLE LAW LIMITS THE APPLICATION OF THIS SECTION 7. C., GCM's (AND ITS AFFILIATES, CONTRACTORS, SUBCONTRACTORS AND AGENTS) LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMISSIBLE.

1. Dispute Resolution. Any dispute, controversy or claim arising under, out of or relating to this Agreement and any subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to arbitration before the American Arbitration Association ("AAA") in accordance with the AAA Commercial Arbitration Rules. The place of arbitration shall be Minneapolis, MN. The language to be used in the arbitral proceedings shall be English. The parties may apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief as necessary, without breach of this Section and without abridgment of the powers of the arbitrator. The arbitrator may award any form of individual or equitable relief, including injunctive relief. Any award will be final and conclusive to the parties and may be entered in any court of competent jurisdiction. You agree to the entry of injunctive relief to stop any lawsuit or to remove you as a participant in such a suit. This Agreement does not constitute a waiver of any of your rights and remedies to pursue a claim individually in binding arbitration, but not as a class action. This provision preventing you from bringing, joining or participating in class action lawsuits is an independent covenant. You may opt-out of this Section by providing written notice of your decision within thirty (30) days of the date that you first use the Site. Reasonable attorneys' fees and costs will be awarded to the prevailing party in the event of litigation involving the enforcement or interpretation of this Agreement.

Notwithstanding anything contained hereunder, Homeowner agrees and acknowledges that no dispute resolution or GCM shall have thirty (30) days from GCM's receipt of Homeowner's notice to complete the cure.

1. Choice of Law. This Agreement shall be governed and interpreted by the laws of the State of Minnesota without regard to the conflicts of law provisions of any state or jurisdiction. The state or federal courts sitting in Minnesota shall have exclusive jurisdiction and venue over any dispute arising out of this Agreement, and you hereby consent to the jurisdiction of such courts.
2. Entire Agreement. The provisions of this Agreement constitute the entire agreement between the Parties with respect to the subject matter herein and supersede all prior agreements, oral or written, and all other communications relating to the subject matter of the Agreement. The

Agreement may only be modified or supplemented by a writing manually signed by the authorized representatives of the Parties.

3. Each provision of this Agreement is a separately enforceable provision. If any provision of the Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of the Agreement will remain in full force and effect and will be interpreted, to the extent possible, to achieve its purposes without the invalid, illegal or unenforceable provision. Any waiver made by either Party of any term or condition of this Agreement shall not be deemed or construed to be a waiver of such term or condition for the future, or any subsequent breach thereof. Each Party is and will remain an independent contractor with respect to all performance rendered pursuant to the Agreement. The headings of this Agreement are provided for reference only and will not be used as a guide to interpretation. This Agreement may not be modified, supplemented, qualified, or interpreted by any trade usage or prior course of dealing not made a part of the Agreement by its express terms. All notices under the Agreement will be in writing and will be considered given as of twenty-four (24) hours after sending by electronic means (such as fax or e-mail as duly provided by the authorized representatives of either Party for the said purpose) or by overnight air courier service, or as of forty-eight (48) hours after deposit in the U.S. Mail (certified, return receipt requested) to the addresses mentioned hereinabove. GCM shall not be liable to you for any delay or failure of GCM to perform its obligations hereunder if such delay or failure arises from any cause or causes beyond the reasonable control of GCM. Such causes shall include, but are not limited to, acts of God, floods, fires, loss of electricity or other utilities, labor strike, or delays by you in performing any requirements hereunder. Neither party shall assign or transfer this Agreement without the prior written consent of the other. The terms of Sections 4, 5, 6, and 7 shall survive the term of this Agreement.

Exhibit A

- Remounting screen doors on a track
- Battery replacement for remotes, smoke and carbon monoxide detectors
- Adjusting cabinet doors
- Remounting towel bars and toilet paper holders
- Remounting pictures and wall coverings
- Light bulb replacement
- Adjusting/programming thermostats
- Checking breakers
- Changing HVAC filters
- Replacement of universal toilet flapper
- Interior door adjustments
- Interior door lock repairs
- Softener salt pickup and install
- Exterior sump pump discharge line removal and reinstall
- Winterization of outdoor spigots
- Gutter cleaning twice per year - Home
- 360 Plus only (Maximum of 2 ½ story home and 300 Lineal feet of Gutters and Downspouts)
- Exterior window cleaning once per year - Home 360 Plus only (Maximum of 30 Windows)

Please see below list of exceptions for the included services;

Remounting towel bars and toilet paper holders - If drywall repairs are necessary extra costs may apply

Remounting pictures and wall coverings - If drywall repairs are necessary extra costs may apply

Light bulb replacement – Specialty not included

Adjusting/programming thermostats - Manual required

Checking breakers – Replacement not included

Changing HVAC filters – As requested, note: Gassen

Construction and Maintenance is not liable for any repairs or costs associated with faulty HVAC systems

Interior door lock repairs – Does not include replacement

Gutter cleaning twice per year - Home 360 Plus only

Exterior window cleaning once per year - Home 360 Plus only