

Terms & Conditions

This Service Plan Agreement (this "Agreement") sets forth the terms and conditions under which we provide you the services described below. Please read these Terms and Conditions carefully. Coverage may be limited and certain exclusions apply.

1. DEFINITIONS

"Plan" means one or more of the listed service plans.

"You" and "Yours" means the resident or owner of the watercraft lift(s) and or dock that is covered by the Plan you choose.

"We", "Us", and "Our" means Brandon Basar Construction, LLC.

"Agreement" means the agreement made up of these Terms and Conditions, the booking form and online purchase of one or more of these plans, executed by you.

"Authorized Technician" means the person we dispatch in response to your call or online booking.

"Service Location" means the location where the watercraft lift(s) and or dock that is covered under the plan you choose is located and is within the service location of Westmoreland County, VA.

"Effective Date" means the date the plan(s) was purchased online through www.brandonbasarconst.com.

1. SERVICES PROVIDED

- The Client hereby agrees to engage Brandon Basar Construction LLC to provide the Client with the following services (the "Services") that are specified in detail on the accepted proposal/invoice.
- The Services will not include any additional tasks or goods unless accepted under a new written proposal and will be in addition to the costs on the original services.
- We must inform the Client immediately verbally and written if there are situations that will stop construction and/or additional costs will be incurred due to conditions or problems out of our control (e.g. weather, legalities, permits, etc.).
- The Client hereby agrees to make the property where services will be performed accessible at all times during the construction period. If we are not able to access the property the delays on completing the services will be at fault to the Client and not ours.

2. MAINTENANCE PLANS

We offer two annual maintenance plans. These plans cover the cost for the specified inspections and preventative maintenance work itemized below.

Boat Lift Maintenance Plan when purchased online or purchased directly by our sales team covers two routine services within 12 months of the purchased plan. These specific dates can be selected through our website under your member login or you can call to select available dates. The plan covers the following services only and anything requested in addition is not covered under the price of the plan you have purchased.

Maintenance Completed:

- Level Frame
- Tighten Belts
- Plumb Pile Mounts
- Full Inspection of all lift parts
- Recommendations for replacement parts or upgrades.
- Purchase of this plan offers 10% off any parts or additional services needed outside of this maintenance plan. (This does not cover the purchase of new lift).

Dock Maintenance Plan when purchased online or purchased directly by our sales team, covers one routine service within 12 months of the purchased plan. The specific date can be selected through our website under your member login or you can call to select an available date. The plan covers the following services only and anything requested in addition is not covered under the price of the plan you have purchased.

Maintenance Completed:

- Soft wash for docks, platforms, and steps up to a total of 500 square feet. Anything in addition will not be completed or will be an additional \$20.00 per 100 square foot over the covered 500 square foot.
- The soft wash will include an eco-friendly chemical-based soap that will help remove stuck on debris, mold, and mildew. We cannot promise that the wash will remove 100% of the covered maintenance and that it is dependent on the prior care and age of the dock.
- The soft wash will reduce future rot and decay, but cannot guarantee 100% prevention.
- The authorized technician will fully inspect the decking, stringers, crossies, and pilings for any loose screws, bolts, loose decking, and rot and decay.
- After full inspection is completed, we will provide you with a completed inspection list and any recommendations for repairs or replacements that would be necessary in prolonging the life and safety of the dock, platforms, and steps.
- Purchase of this plan offers 10% off additional repairs that are purchased based off of the recommendations we provide after inspection.

3. ELIGIBILITY

In order for the lifts and docks to meet eligibility for these two plans they must meet the requirements below.

Boat Lift Maintenance Plan

- Lift(s) must be operable prior to the first service date.

- Full disclosure of the current condition of the lift(s) must be provided at the time of purchase.
- Year, Make, Model of lifts(s) must be provided at the time of purchase.
- Last date of use for lift(s).
- Service location must be within the service area, or an additional trip charge of \$3.00 per mile outside our service area will be added.

Dock Maintenance Plan

- Current dock, platform(s), and steps must be in operable condition prior to the service date. We will not perform maintenance on any structures that are not deemed safe, this includes but is not limited to; several missing deck boards, loose deck boards, missing dock sections, missing steps, unsecured crossies or stringers, and or rotting or decaying pilings.
- Full disclosure of the current condition of the dock, platform(s), and steps must be provided at the time of purchase.
- Build year of the original structures and any repairs done in the following years, unless completed by Brandon Basar Construction, LLC.
- Water supply must be on in order to complete soft wash. We will provide hose.

4. TERM AND RENEWAL

The term of this Agreement shall commence on the Effective Date and continue for one year (the "Initial Term"). After the Initial Term, this Agreement will automatically renew in additional one-year increments unless terminated in writing to 2871 Erica Road., Montross, VA 22520 or by calling us at 540-226-5117, 30 days prior to your anniversary date.

5. PAYMENTS

You agree to make payment annually and if purchased online through our website, payment will be drafted from a preauthorize credit card on the day which you enrolled in each following year. You may also mail annual payments by check to 2871 Erica Road., Montross, VA 22520. If you did not purchase the plan(s) through our website, you will receive an annual bill. If you fail to make payment when due for any reason, we may terminate your Plan as set forth below. Except as otherwise specifically stated in this Agreement, your payments are non-refundable.

All monetary amounts referred to in this Agreement are in USD (US Dollars).

Any late payments will trigger a fee of 1.5% per month on the amount still owing.

\$50.00 fee for any checks that are returned for non-sufficient funds (NSF) and balances will be considered late.

6. COMPENSATION

Compensation is referred to all projects/jobs that are outside of the Maintenance Plans and Emergency Lift Repairs herein.

All projects/jobs that are \$10,000.00 or less will be invoiced in full and 50% of the total invoice will be due one week prior to start of services. The remaining 50% will be due on completion date.

All projects/jobs that are greater than \$10,000.00 payments will be due in 3rds.

- 3rd of total invoice will be due one week prior to start of production.
- 3rd of total invoice will be due mid-completion.
- 3rd of total invoice will be due on completion date.

Late penalties and returned checks are still subject to 1.5% per month and \$50.00 per returned non-sufficient funds.

7. NOTICE

All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties

- at the address provided by the Client.
- Brandon Basar Construction LLC, 2871 Erica Road, Montross, VA 22520

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

8. TERMINATION

We may at any time immediately terminate the Plan for non-payment, fraud, or material misrepresentation without prior written notice. We may terminate the Plan any time by providing you with 30 days written notice.

9. BUYER'S RIGHT TO CANCEL

You may cancel this Agreement without further liability if you move outside of our service area. You agree to provide us with a minimum of 15 days advance written notice of your move date.

10. EMERGENCY REPAIRS

Emergency Lift Repair

This service covers the cost for our authorized technician to come to the service location to diagnose and perform repairs that do not require ordering parts not on hand. If the mechanical failure does require the order of parts and for the authorized technician to return to the service location to install, this will be

an additional trip and labor fee of \$300.00 per hour, along with the cost of the parts. The decisions to repair or replace a part will be made by us, in our reasonable discretion. The plan does not provide any service other than as specified herein.

11. RIGHT OF SUBSTITUTION

Except as otherwise provided in this Agreement, Brandon Basar Construction LLC may, at Brandon Basar Construction LLC's absolute discretion, engage a third-party sub-contractor to perform some or all of the obligations of Brandon Basar Construction LLC under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Service.

In the event that we hire a sub-contractor:

- We will pay the sub-contractor for its services and the Compensation will remain payable by the Client to us.
- For the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of Brandon Basar Construction LLC.

12. AUTONOMY

Except as otherwise provided in this Agreement, Brandon Basar Construction LLC will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. We will work autonomously and not at the direction of the Client. However, we will be responsive to the reasonable needs and concerns of the Client.

13. UNAVAILABLE PARTS OR NON-REPAIRABLE EQUIPMENT

Replacement of the complete lift(s) is not covered under the Boat Lift Maintenance Plan or Emergency Lift Repairs. If replacement parts or a new lift are required, we will get them as quickly as reasonably possible to repair your lift(s). Expedited shipping of parts is an option upon your request and at your sole expense. You understand that limited availability of certain parts may result in delays from time to time.

If we cannot repair the lift(s) because a part is obsolete or no longer available, we will not be liable to make the replacement. We will provide a quote for the replacement and installation of new equipment.

14. WARRANTY AND LIABILITY

Problems cannot always be diagnosed and repaired on the first service visit. We are not liable for losses or damages resulting from misdiagnosis or delays in completing diagnosis or repairs. We are not liable for indirect, consequential, or economic damages or for loss of damages to any person or property arising from the loss of use or the inability to use, lift(s), docks, platforms, steps, or any structure we have provided maintenance, repairs, or newly constructed, to the extent such may be disclaimed by law.

All parts removed in connection with the Services become our property.

15. COVERAGE

Maintenance Plans only provide preventive services. If any part of your lift(s) is inoperable and need repairs we will diagnose the needed parts and repairs. We will determine whether the diagnosis is caused by defected parts or by misuse. The only warranty coverage will be the manufacturer warranty through Magnum Boat Lifts and this information you should be able to obtain by contacting Magnum Boat Lifts or you can find the warranty terms and conditions regarding Magnum Lifts at <https://www.magnumlift.com/WARRANTY.pdf>. If your lift(s) are any other brand other than Magnum Lifts we can still provide services on them, but we are not a dealer for them and cannot provide warranty information. We do not provide warranty on any construction of new structures or repairs of current structures.

16. EXCLUSIONS

Lift(s) and structures with existing abuse, tampering, damage from weather conditions, accidental or deliberate damage is not covered by any Plan or warranty. Our plans simply only provide preventative maintenance to help keep the life of your lift(s) and structures in good condition. Any type of altering by you we cannot guarantee that our Plans will provide the life expectancy you believe it should have.

We do not provide any electrical or plumbing services to lift(s) or structures. We can provide recommendations, but we do not handle this Service. Any electrical and plumbing Services provided by the Company or Contractor of your choice; we are not liable for their work.

17. BUILDING AND ZONING CODE REQUIREMENTS OF VIOLATIONS

If current building or other code violations are discovered by the Authorized Technician before or during the performance of the Services, we shall stop work until you complete the necessary corrective work at your sole expense. If a permit is required to perform the Services, the cost of such permit will be charged to you. We will not perform the Service if the appropriate permits cannot be obtained.

18. MODIFICATION OF AGREEMENT

Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

19. ENUREMENT

This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

20. SEVERABILITY

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

21. WAIVER

The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

22. PERSONAL INFORMATION

We collect and use personal information about you in order to establish and manage our business relationship with you. We share such information about with our Authorized Technicians in order to provide service under your purchased Plan, Emergency Service Request, and any repairs or new construction of structures. You give us your consent to disclose information about you for the following purposes:

- Billing and or supplying services to you under the Agreement
- Law enforcement
- Complying with a legal requirement, and
- Processing of past due accounts of yours which have been passed to a debt collection agency.

In order to maintain privacy of account and other proprietary customer information, we may request you provide us with certain information to verify your identity. You, your spouse, and any authorized representative you may designate on the account will be required to provide such verification information before we will release any information related to your account or make any changes to the account. Unless you tell us otherwise, you also give us your consent to use and disclose your personal information to make you aware of other products and services that may be of interest to you.

23. MISCELLANEOUS

- a. This Agreement shall be governed by the construed and enforced in accordance with the laws of the State of Virginia without regard to the conflict of laws provision thereof.
- b. If a dispute arises out of this Agreement and cannot be settled through negotiations, the parties agree to try in good faith to settle the dispute by mediation before resorting to litigation. The fees for the mediation will be borne equally by the parties.
- c. These Terms and Conditions, together with the signed Enrollment Form and or online purchase through our website, make up the entire agreement between you and us. There are no other written or verbal representations, rights, obligations, or inducements (including those of sales agents) that are binding on us.
- d. Disputes or complaints about the Services provided by us or this Agreement should be directed to 540-226-5117.
- e. We may assign this Agreement, in whole or part, or any of our rights and obligations hereunder, or pledge the Agreement or proceeds thereunder as security for any obligation, without your consent, to the fullest extent allowed by law. Upon such assignment, you agree that we shall have no further obligation under this Agreement. This Agreement is not assignable by you without our prior written consent. Any action we take or fail to take does not mean that we give up any of our rights under this Agreement.
- f. We will make commercially reasonable efforts to fulfill our obligations under this Agreement. Certain causes and events that are out of our reasonable control ("Force Majeure Event(s)") may result in our inability to perform under this Agreement. If we are unable to perform our obligations, in whole or in part, due to a Force Majeure Event, then our obligations shall be suspended to the extent made necessary by such Force Majeure Event, and in no event shall we be liable to you for damages caused by any Force Majeure Event. Force Majeure Events include, but are not limited to, acts of God, fire, war, flood, earthquake, acts of terrorism, acts of any governmental authority, accidents, strikes, labor troubles, shortages in supply, changes in laws, rules, or regulations of any governmental authority, or any other cause beyond our reasonable control.

24. HOW TO CONTACT US

- By phone: 540-226-5117
- By email: bbasarconst@gmail.com
- By mail: Brandon Basar Construction, LLC 2871 Erica Road., Montross, VA 22520