HOUSECHECK PLUS LLC MEMBERSHIP & SERVICE TERMS AND CONDITIONS

Effective Date: August 2026

These Membership & Service Terms and Conditions (“Agreement”) govern all HOUSECHECK PLUS LLC membership plans, Management Plans, maintenance visits, add-on services, Water Line Protection benefits, third-party services, inspections, observations, reports, and other services provided or arranged by HouseCheck Plus LLC, doing business as HOUSECHECK PLUS LLC (“HOUSECHECK PLUS LLC,” “Company,” “we,” “our,” or “us”).

“Customer” means any homeowner, property owner, landlord, property management company, association, authorized agent, Member, or other person or entity purchasing, authorizing, scheduling, or receiving Services.

“Property” means the residential property, dwelling, unit, premises, or other location at which HOUSECHECK PLUS LLC Services are requested or performed.

“Services” means any maintenance, check, observation, report, add-on, coordinated third-party service, or other service provided or arranged by HOUSECHECK PLUS LLC.

By purchasing, enrolling in, authorizing, scheduling, paying for, or using any HOUSECHECK PLUS LLC Service, Customer acknowledges that Customer has read, understands, and agrees to this Agreement.

1. NATURE OF HOUSECHECK PLUS LLC SERVICES

HOUSECHECK PLUS LLC provides limited preventative and routine property maintenance services.

Except for any separately described benefit expressly stated in writing, HOUSECHECK PLUS LLC does not provide insurance, warranties, guarantees, engineering services, environmental testing, professional home inspections, code inspections, emergency-response services, or guarantees against property failure.

HOUSECHECK PLUS LLC does not guarantee that any inspection, check, maintenance service, report, observation, cleaning, lubrication, replacement, or other Service will discover, correct, prevent, or predict every existing or future condition.

HOUSECHECK PLUS LLC is NOT:

- Homeowners insurance.
- Landlord insurance.
- Property insurance.
- Flood insurance.
- A substitute for insurance of any kind.
- A home warranty company.
- A public adjuster.
- An engineering service.
- An architectural service.
- A comprehensive home inspection service.

- A structural inspection service.
- A code compliance inspection service.
- An environmental inspection service.
- A mold inspection or remediation company.
- An asbestos, lead, or hazardous-material testing company.
- An emergency-response provider.
- A security company.
- A fire-alarm monitoring company.
- A life-safety monitoring service.
- A guarantee against future property failures.
- A guarantee that equipment will continue operating.
- A guarantee that a Property is safe, defect-free, habitable, code-compliant, or properly maintained.

Customer remains responsible for ownership, operation, maintenance, repair, replacement, safety, insurance, and legal compliance of the Property.

2. SERVICES ARE LIMITED TO THE SELECTED PLAN

Services are limited strictly to the Services specifically identified as included in the Customer's active HOUSECHECK PLUS LLC plan or separately purchased Service.

HOUSECHECK PLUS LLC plans and optional Services may include:

- Basic Plan.
- Pro Plan.
- Premium Plan.
- Management Plan.
- Lawn Care+.
- Gutter Cleaning+.
- Pressure Wash+.
- HVAC maintenance or service.
- Water Line Protection.
- Other promotional, seasonal, or optional Services.

Services that are not expressly listed as included are excluded.

Marketing materials, brochures, website descriptions, photographs, illustrations, advertisements, sales conversations, examples, social media content, or statements by technicians do not expand the scope of the Services beyond the written plan description and this Agreement.

If a marketing description conflicts with this Agreement, this Agreement controls unless HOUSECHECK PLUS LLC expressly agrees otherwise in a separate written agreement.

3. PREVENTATIVE MAINTENANCE — NOT PROFESSIONAL INSPECTION

Any use of the words:

- Check.
- Inspection.
- Visual inspection.
- Maintenance inspection.
- Home Health Report.
- Digital Report.
- Exterior inspection.
- Seasonal inspection.
- Evaluation.
- Observation.

means only a limited, non-invasive maintenance observation within the scope of the applicable plan.

HOUSECHECK PLUS LLC technicians are not required to:

- Discover concealed defects.
- Discover latent defects.
- Determine code compliance.
- Determine remaining useful life of equipment or systems.
- Determine structural integrity.
- Perform engineering calculations.
- Certify habitability.
- Certify safety.
- Open walls.
- Open ceilings.
- Remove flooring.
- Open electrical panels unless separately authorized and lawfully permitted.
- Perform destructive testing.
- Perform environmental testing.
- Move appliances.
- Move heavy furniture.
- Move excessive personal property.
- Enter inaccessible areas.
- Enter unsafe attics.
- Enter unsafe crawlspaces.
- Walk unsafe roofs.

- Diagnose conditions requiring licensed professionals.
- Detect every leak, defect, maintenance issue, or safety condition.

A defect not identified or reported by HOUSECHECK PLUS LLC does not establish that the defect did not exist at the time of service.

4. HOME VISITS

Visit frequency is determined by the Customer's active plan.

Current plan structures may include:

- Basic Plan — Quarterly Home Visits.
- Pro Plan — Bi-Monthly Home Visits.
- Premium Plan — Monthly Home Visits.
- Management Plan — Bi-Annual Visits.

The stated visit frequency represents the intended service schedule and is not a guarantee that Services will occur on an exact number of calendar days between visits.

Visits may be delayed, postponed, or rescheduled because of:

- Weather.
- Holidays.
- Technician availability.
- Employee illness.
- Contractor availability.
- Property access issues.
- Unsafe conditions.
- Customer requests.
- Emergencies.
- Material shortages.
- Force majeure.
- Circumstances outside HOUSECHECK PLUS LLC's reasonable control.

Reasonable rescheduling does not constitute a breach of this Agreement.

5. HVAC AIR FILTERS — CUSTOMER SUPPLIED

HOUSECHECK PLUS LLC DOES NOT SUPPLY HVAC AIR FILTERS.

Customer is solely responsible for purchasing and supplying the correct HVAC air filter or filters before each applicable service visit.

HOUSECHECK PLUS LLC may install Customer-supplied filters when:

- The filter is safely accessible.
- Customer provides the filter.
- The filter appears to be the appropriate physical size.
- Installation does not require repair or modification.
- No licensed HVAC work is required.
- No unsafe condition exists.

HOUSECHECK PLUS LLC does not guarantee that a Customer-supplied filter is appropriate for the HVAC system.

HOUSECHECK PLUS LLC is not responsible for:

- Incorrect filter size.
- Incorrect filter type.
- Incorrect MERV rating.
- Excessively restrictive filters.
- Defective filters.
- Missing filters.
- Manufacturer incompatibility.
- Restricted airflow.
- Frozen coils.
- Condensation.
- Increased utility costs.
- Reduced HVAC performance.
- Indoor-air-quality issues.
- Mold or microbial growth.
- Equipment damage.
- Equipment failure.
- Customer’s failure to provide the correct filter.

If the proper filter is not available at the time of service, the technician may document the condition and skip filter replacement.

HOUSECHECK PLUS LLC is not required to return solely to install a filter that the Customer failed to provide unless HOUSECHECK PLUS LLC separately agrees to do so.

6. LIGHT BULB REPLACEMENT

HOUSECHECK PLUS LLC supplies and installs only eligible standard residential light bulbs.

Bulb replacement is limited to a maximum of twenty (20) standard bulbs per home per applicable service visit, unless HOUSECHECK PLUS LLC expressly states otherwise in writing.

Excluded bulbs and lighting systems include:

- Smart bulbs.
- Wi-Fi bulbs.
- Bluetooth bulbs.
- RGB bulbs.
- Color-changing bulbs.
- Decorative specialty bulbs.
- Chandelier bulbs.
- Antique bulbs.
- Commercial bulbs.
- Specialty floodlights.
- Heat lamps.
- Grow lights.
- Integrated LED fixtures.
- LED strips.
- Fixtures requiring disassembly.
- Fixtures requiring electrical repair.

HOUSECHECK PLUS LLC does not guarantee that replacement bulbs will exactly match:

- Existing brightness.
- Color temperature.
- Brand.
- Shape.
- Appearance.
- Light output.
- Dimming characteristics.

HOUSECHECK PLUS LLC is not responsible for:

- Faulty fixtures.
- Damaged sockets.
- Ballast failures.
- Driver failures.
- Switch failures.
- Dimmer incompatibility.
- Wiring defects.
- Electrical-system defects.
- Manufacturer defects.

HOUSECHECK PLUS LLC may refuse to replace bulbs that cannot be accessed safely.

7. SMOKE AND CARBON MONOXIDE DEVICE CHECKS

Smoke-detector and carbon-monoxide-device checks are limited maintenance observations or basic functional checks of safely accessible devices.

HOUSECHECK PLUS LLC does not certify that any device:

- Meets building codes.
- Meets fire codes.
- Is correctly located.
- Is properly interconnected.
- Has adequate remaining life.
- Will operate during an emergency.
- Is compatible with other systems.
- Will prevent property damage.
- Will prevent injury.
- Will prevent death.
- Will prevent carbon-monoxide exposure.

HOUSECHECK PLUS LLC is not a fire-alarm monitoring company.

Customer, owner, landlord, or property manager remains responsible for:

- Proper detector placement.
- Detector replacement.
- Code compliance.
- Required professional inspections.
- Manufacturer-recommended testing.
- Maintaining operational life-safety devices.

LIMITED SCOPE OF DEVICE CHECK

Any smoke-detector or carbon-monoxide-device check performed by HOUSECHECK PLUS LLC is limited to the condition and basic apparent functionality of the safely accessible device at the specific time of the service visit and only to the extent included in the Customer’s applicable plan.

A HOUSECHECK PLUS LLC device check is not:

- A fire-safety inspection.
- A fire-code inspection.
- A life-safety inspection.
- A code-compliance inspection.

- A certification.
- A professional alarm-system inspection.
- A guarantee of operation.
- A guarantee of proper placement.
- A guarantee of adequate coverage.
- A guarantee of proper installation.
- A guarantee of proper interconnection.
- A guarantee of adequate audibility.
- A guarantee of future performance.
- Continuous monitoring.
- Emergency monitoring.
- A substitute for inspection by a qualified fire-safety professional.
- A substitute for Customer, owner, landlord, or property manager compliance with applicable law, code, lease obligations, manufacturer instructions, or insurance requirements.

HOUSECHECK PLUS LLC does not assume responsibility for determining whether the Property contains the correct:

- Number of smoke detectors.
- Number of carbon-monoxide detectors.
- Type of detectors.
- Model of detectors.
- Location of detectors.
- Spacing of detectors.
- Interconnection of detectors.
- Power source.
- Battery type.
- Alarm configuration.
- Combination smoke and carbon-monoxide devices.
- Required supplemental alarm equipment.

HOUSECHECK PLUS LLC does not undertake or assume any duty imposed by law, ordinance, building code, fire code, lease, insurance requirement, manufacturer instruction, or other legal obligation upon a:

- Property owner.
- Homeowner.
- Landlord.
- Property manager.
- Association.
- Tenant.
- Occupant.
- Builder.

- Installer.
- Alarm contractor.
- Other legally responsible person or entity.

Those responsibilities remain with the person or entity upon whom applicable law or contract places them.

NO GUARANTEE OF FUTURE OPERATION

A detector that appears operational or successfully responds to a basic functional check at the time of a HOUSECHECK PLUS LLC visit may subsequently:

- Fail.
- Malfunction.
- Lose power.
- Develop a depleted battery.
- Develop an internal fault.
- Reach the end of its useful life.
- Become obstructed.
- Become damaged.
- Become disconnected.
- Become disabled.
- Be removed.
- Be altered.
- Be improperly reset.
- Fail to detect smoke.
- Fail to detect carbon monoxide.
- Fail to sound.
- Fail to sound loudly enough to alert an occupant.
- Fail to communicate with another interconnected device.
- Otherwise fail to operate as intended.

HOUSECHECK PLUS LLC does not warrant or guarantee that a detector that appears functional at the time of service will continue operating after HOUSECHECK PLUS LLC leaves the Property.

The results of a basic functional check are limited to the condition presented at the moment the check is performed and do not establish the future reliability, remaining useful life, sensitivity, calibration, code compliance, or emergency performance of the device.

DEVICE AGE, RECALLS, DEFECTS, AND MANUFACTURER CONDITIONS

Unless separately agreed in writing, HOUSECHECK PLUS LLC is not responsible for determining:

- Device manufacturing date.
- Device expiration date.

- Remaining useful life.
- Manufacturer recall status.
- Product-defect status.
- Internal sensor condition.
- Calibration.
- Sensitivity.
- Compatibility with other devices.
- Compatibility with alarm systems.
- Compliance with manufacturer updates.
- Whether a device has previously malfunctioned.
- Whether a device has been improperly installed.
- Whether a device has been altered or disabled.
- Whether a device satisfies current or future code requirements.

HOUSECHECK PLUS LLC does not manufacture smoke detectors or carbon-monoxide detectors and does not warrant the design, manufacture, effectiveness, reliability, sensitivity, accuracy, or performance of any detector.

CONCEALED OR UNDISCOVERABLE CONDITIONS

HOUSECHECK PLUS LLC is not responsible for detecting conditions that are concealed, intermittent, latent, inaccessible, not reasonably observable, or not present during the service visit.

This includes conditions involving:

- Wiring.
- Electrical circuits.
- Interconnection wiring.
- Hidden electrical failures.
- Internal device defects.
- Intermittent power loss.
- Intermittent alarm failure.
- Defective sensors.
- Improper historical installation.
- Hidden modifications.
- Devices obstructed by personal property.
- Devices inaccessible because of height or unsafe access.
- Devices concealed from ordinary observation.
- Conditions occurring after the service visit.

HOUSECHECK PLUS LLC is not required to dismantle, disassemble, open, remove, rewire, relocate, repair, replace, or perform diagnostic testing on a smoke detector, carbon-monoxide detector, electrical circuit, alarm panel, or interconnected alarm system unless that work is separately authorized, within HOUSECHECK PLUS LLC’s expressly contracted scope, and legally permitted.

BATTERIES AND DEVICE REPLACEMENT

Unless expressly included in the applicable plan or separately authorized, a device check does not obligate HOUSECHECK PLUS LLC to:

- Replace a smoke detector.
- Replace a carbon-monoxide detector.
- Replace an interconnected detector.
- Replace a hardwired detector.
- Repair a detector.
- Repair wiring.
- Correct detector placement.
- Add additional detectors.
- Upgrade a Property to current code.
- Replace expired devices.
- Correct an improperly installed system.
- Diagnose an alarm-system malfunction.

If HOUSECHECK PLUS LLC observes or reasonably suspects a defective, missing, expired, damaged, inaccessible, or nonfunctional device, HOUSECHECK PLUS LLC may document or report the condition.

Reporting a condition does not transfer responsibility for correcting the condition to HOUSECHECK PLUS LLC.

Customer remains responsible for promptly obtaining any necessary replacement, repair, professional evaluation, installation, or code-compliance work.

NO CONTINUING DUTY TO MONITOR

HOUSECHECK PLUS LLC has no continuing duty after completion of a service visit to:

- Monitor smoke detectors.
- Monitor carbon-monoxide detectors.
- Monitor alarm systems.
- Confirm continued detector operation.
- Receive alarms.
- Respond to alarms.
- Dispatch emergency services.
- Detect smoke.
- Detect fire.
- Detect carbon monoxide.
- Detect combustion gases.
- Detect changes in detector condition.
- Remotely monitor the Property.

- Reinspect a device before the next scheduled visit.

The interval between HOUSECHECK PLUS LLC visits does not create any continuous inspection, monitoring, surveillance, custodial, security, or life-safety obligation.

Customer understands that conditions may arise, devices may fail, batteries may fail, and emergencies may occur at any time between HOUSECHECK PLUS LLC visits.

FIRE, SMOKE, AND CARBON-MONOXIDE EVENTS

HOUSECHECK PLUS LLC does not warrant or guarantee that its Services will prevent, detect, warn of, mitigate, or reduce any:

- Fire.
- Smoke condition.
- Carbon-monoxide condition.
- Combustion event.
- Gas-related event.
- Alarm-system failure.
- Detector malfunction.
- Property loss.
- Personal-property loss.
- Business-property loss.
- Water damage caused by fire-suppression activities.
- Smoke damage.
- Soot damage.
- Heat damage.
- Structural damage.
- Electrical damage.
- HVAC damage.
- Appliance damage.
- Loss of use.
- Displacement.
- Bodily injury.
- Illness.
- Carbon-monoxide poisoning.
- Smoke inhalation.
- Permanent impairment.
- Medical condition.
- Emergency medical event.
- Fatality.
- Death.

The occurrence of any such event after a HOUSECHECK PLUS LLC visit does not, by itself, establish that HOUSECHECK PLUS LLC failed to properly perform its limited contracted Service or that the event was caused by HOUSECHECK PLUS LLC.

PROPERTY DAMAGE AND PERSONAL-PROPERTY LOSS

To the maximum extent permitted by applicable law and subject to any liability that cannot lawfully be excluded or limited, HOUSECHECK PLUS LLC does not assume responsibility merely by performing a limited detector check for property damage, personal-property damage, loss of contents, smoke damage, fire damage, carbon-monoxide-related damage, loss of use, displacement, lost rent, business interruption, or other losses resulting from:

- A detector malfunction.
- A detector failing to sound.
- A detector sounding late.
- A detector being inaudible to an occupant.
- A detector losing power.
- A defective detector.
- An expired detector.
- An improperly located detector.
- An improperly installed detector.
- An improperly interconnected detector.
- A detector manufactured by a third party.
- A condition not reasonably observable during the limited HOUSECHECK PLUS LLC visit.
- A condition arising after the HOUSECHECK PLUS LLC visit.
- Customer’s failure to repair or replace a reported device.
- Customer’s failure to comply with applicable law or code.
- Customer’s failure to follow manufacturer instructions.
- Customer’s failure to maintain required detectors.
- The acts or omissions of an owner, landlord, property manager, tenant, occupant, manufacturer, installer, electrician, alarm contractor, or other third party.

Nothing in this section excludes or limits any liability that applicable Louisiana law expressly prohibits HOUSECHECK PLUS LLC from excluding or limiting.

BODILY INJURY, ILLNESS, AND DEATH

HOUSECHECK PLUS LLC’s performance of a limited smoke-detector or carbon-monoxide-device check does not make HOUSECHECK PLUS LLC the guarantor, insurer, monitor, custodian, or provider of life safety for any person at the Property.

HOUSECHECK PLUS LLC does not undertake responsibility for continuously protecting any:

- Customer.
- Property owner.
- Tenant.
- Resident.

- Child.
- Elderly resident.
- Guest.
- Visitor.
- Contractor.
- Employee.
- Occupant.
- Other person.

from fire, smoke, carbon monoxide, combustion gases, detector malfunction, or other emergency conditions.

A HOUSECHECK PLUS LLC service visit does not create a representation that the Property is safe from fire or carbon monoxide or that occupants may rely exclusively upon HOUSECHECK PLUS LLC to maintain life-safety devices.

Customer acknowledges that smoke and carbon-monoxide devices are safety devices requiring continuing attention, maintenance, testing, replacement, and compliance by the persons legally responsible for the Property.

Nothing in this Agreement is intended to exclude or limit liability for physical injury, intentional fault, gross fault, or any other liability to the extent applicable Louisiana law prohibits such exclusion or limitation.

OWNER, LANDLORD, AND PROPERTY MANAGER RESPONSIBILITY

Regardless of whether HOUSECHECK PLUS LLC performs a smoke-detector or carbon-monoxide-device check, the Property owner, landlord, property manager, association, or other legally responsible party remains responsible for satisfying all applicable requirements concerning:

- Installation.
- Placement.
- Quantity.
- Type.
- Power source.
- Interconnection.
- Testing.
- Maintenance.
- Repair.
- Replacement.
- Device age.
- Required professional inspection.
- Required certifications.
- Tenant notification.
- Code compliance.
- Fire-code compliance.
- Building-code compliance.

- Lease compliance.
- Habitability obligations.
- Insurance requirements.
- Manufacturer requirements.

HOUSECHECK PLUS LLC's limited Services do not transfer, delegate, replace, discharge, or satisfy those responsibilities except to the limited extent HOUSECHECK PLUS LLC expressly agrees in writing to perform a specific task.

For Management Plan Properties, the Manager and property owner remain responsible for determining the legal requirements applicable to each Property and ensuring those requirements are satisfied.

CUSTOMER DUTY TO RESPOND TO REPORTED CONDITIONS

If HOUSECHECK PLUS LLC reports that a smoke detector or carbon-monoxide detector is:

- Missing.
- Nonfunctional.
- Damaged.
- Expired.
- Suspected to be expired.
- Inaccessible.
- Improperly located.
- Disconnected.
- Showing a trouble condition.
- Otherwise requiring attention.

Customer is responsible for promptly taking appropriate action, including contacting a qualified professional where necessary.

HOUSECHECK PLUS LLC is not responsible for losses or conditions caused or increased by Customer's unreasonable failure or delay in responding to a reported condition, to the extent permitted by applicable law.

NO RELIANCE AS SOLE SAFETY PROCEDURE

Customer shall not rely upon periodic HOUSECHECK PLUS LLC visits as the Customer's sole method of maintaining, inspecting, testing, or monitoring smoke detectors, carbon-monoxide detectors, fire-safety equipment, or other life-safety devices.

Customer remains responsible for following applicable law, applicable codes, manufacturer instructions, lease requirements, insurance requirements, and recommendations of qualified fire-safety professionals.

If a detector sounds, a carbon-monoxide condition is suspected, smoke or fire is observed, or an occupant experiences symptoms potentially associated with carbon-monoxide exposure, Customer and occupants should treat the situation as an emergency and contact appropriate emergency services rather than contacting or waiting for HOUSECHECK PLUS LLC.

ALLOCATION OF RESPONSIBILITY

The parties acknowledge that HOUSECHECK PLUS LLC provides periodic limited preventative maintenance services and does not price, market, undertake, or provide its membership as an emergency-response, fire-protection, alarm-monitoring, life-safety-guarantee, or insurance service.

Accordingly, HOUSECHECK PLUS LLC's performance of a limited smoke-detector or carbon-monoxide-device check shall not be interpreted as expanding HOUSECHECK PLUS LLC's duties beyond the specific Service expressly undertaken.

To the maximum extent permitted by applicable law, responsibility for losses resulting from conditions outside HOUSECHECK PLUS LLC's limited contracted scope remains with the person or entity otherwise legally responsible for the Property, device, condition, or event.

Nothing in this Section shall be interpreted to waive, disclaim, release, exclude, indemnify, or limit liability in any manner prohibited by applicable Louisiana law.

8. PLUMBING LEAK CHECKS

Plumbing leak checks are limited to visual observations of accessible plumbing areas and fixtures included within the applicable plan.

HOUSECHECK PLUS LLC does not guarantee detection of:

- Concealed leaks.
- Underground leaks.
- Slab leaks.
- Intermittent leaks.
- Sewer leaks.
- Drain leaks.
- Roof leaks.
- Leaks behind walls.
- Leaks under flooring.
- Waterproofing failures.
- Leaks occurring after the service visit.
- Conditions obstructed from view.

The absence of visible moisture at the time of service does not guarantee that a leak does not exist.

HOUSECHECK PLUS LLC does not perform destructive leak detection unless separately contracted and properly authorized.

9. EXTERIOR VISUAL CHECKS

Exterior visual observations are generally performed from safely accessible areas and ground level.

Exterior checks are not:

- Professional roof inspections.
- Structural inspections.
- Engineering evaluations.
- Building-envelope inspections.

- Pest inspections.
- Drainage studies.
- Code-compliance inspections.
- Insurance inspections.

Observations may be limited by:

- Height.
- Landscaping.
- Fences.
- Vegetation.
- Weather.
- Lighting.
- Stored property.
- Vehicles.
- Building configuration.
- Restricted access.

HOUSECHECK PLUS LLC does not guarantee detection of every exterior defect.

10. GARAGE DOOR LUBRICATION

Garage Door Lubrication is limited routine preventative maintenance.

Unless separately authorized and lawfully performed, the Service does not include:

- Garage-door repair.
- Spring repair or replacement.
- Cable repair.
- Track adjustment.
- Door balancing.
- Opener repair.
- Electrical repair.
- Panel replacement.
- Structural repair.
- Safety certification.

HOUSECHECK PLUS LLC technicians may refuse work involving springs, cables, or other components presenting an elevated injury risk.

Lubrication does not guarantee that a garage door will remain operational.

11. EXTERIOR HOSE BIB CHECK

Exterior Hose Bib Inspection is a limited visual and basic function check of safely accessible exterior hose bibs.

The Service does not include:

- Plumbing repair.
- Pipe replacement.
- Wall access.
- Pressure testing.
- Backflow certification.
- Underground piping inspection.
- Freeze guarantees.
- Code-compliance evaluation.

HOUSECHECK PLUS LLC does not guarantee prevention of future leaking or freeze damage.

12. SEASONAL MAINTENANCE INSPECTION

A Seasonal Maintenance Inspection is a limited visual maintenance review.

It is not a professional home inspection.

HOUSECHECK PLUS LLC may document readily observable maintenance conditions that fall within the scope of the plan.

HOUSECHECK PLUS LLC does not guarantee identification of every seasonal maintenance issue or property defect.

13. DIGITAL REPORTS AND HOME HEALTH REPORTS

HOUSECHECK PLUS LLC Digital Reports and Home Health Reports are informational maintenance summaries.

They are not:

- Engineering reports.
- Structural reports.
- Professional inspection reports.
- Appraisals.
- Insurance reports.
- Environmental assessments.
- Code certifications.
- Habitability certifications.
- Guarantees regarding Property condition.

Reports reflect only conditions actually observed during the limited scope of the service visit.

HOUSECHECK PLUS LLC has no continuing monitoring obligation after leaving the Property.

14. LAWN CARE+

Lawn Care+ provides only the lawn services expressly included in the purchased plan.

Routine lawn care may include mowing and related basic maintenance as specified in the plan.

Unless expressly included in writing, Lawn Care+ does not include:

- Landscaping.
- Landscape design.
- Tree removal.
- Tree trimming.
- Stump grinding.
- Irrigation installation.
- Irrigation repair.
- Drainage correction.
- Grading.
- Fertilization.
- Herbicide treatment.
- Pesticide treatment.
- Plant disease diagnosis.
- Soil testing.
- Landscape replacement.

Customer must remove or clearly identify hazards including:

- Toys.
- Garden hoses.
- Electrical cords.
- Pet waste.
- Landscape lighting.
- Irrigation heads.
- Invisible-fence equipment.
- Utility markers.
- Decorative objects.
- Low-hanging wires.
- Hidden objects.

HOUSECHECK PLUS LLC is not responsible for damage to concealed, unmarked, improperly installed, buried, or difficult-to-see items.

Customer acknowledges that mowing and lawn equipment may propel rocks, sticks, or other concealed debris despite reasonable precautions.

Lawn Service may be postponed because of:

- Rain.
- Standing water.
- Saturated soil.
- Storms.
- Excessive heat.
- Unsafe conditions.

HOUSECHECK PLUS LLC does not guarantee:

- Lawn appearance.
- Lawn color.
- Grass growth.
- Weed elimination.
- Disease prevention.
- Landscaping condition.

15. GUTTER CLEANING+

Gutter Cleaning+ is limited to removal of ordinary loose debris from safely accessible gutters within the purchased service scope.

Unless separately agreed, Gutter Cleaning+ does not include:

- Gutter replacement.
- Gutter repair.
- Downspout replacement.
- Downspout repair.
- Underground drainage clearing.
- Roof repair.
- Fascia repair.
- Soffit repair.
- Leak sealing.
- Structural repair.
- Roof cleaning.
- Gutter-guard installation.
- Gutter-guard replacement.

HOUSECHECK PLUS LLC may refuse gutter service where there is:

- Unsafe roof access.
- Unsafe ladder placement.
- Excessive height.
- Electrical danger.
- Deteriorated roofing.
- Deteriorated gutters.
- Unstable surfaces.
- Severe weather.
- Any unreasonable safety risk.

HOUSECHECK PLUS LLC is not responsible for pre-existing:

- Loose gutters.
- Corrosion.
- Damaged fascia.
- Damaged soffit.
- Defective fasteners.
- Deteriorated roofing.
- Failed sealants.
- Improper installation.

Gutter Cleaning does not guarantee prevention of:

- Future clogs.
- Overflow.
- Roof leaks.
- Foundation issues.
- Water intrusion.
- Drainage problems.

16. PRESSURE WASH+

Pressure Wash+ is limited to surfaces specifically included in the Customer’s plan.

Eligible surfaces may include:

- Concrete driveways.
- Concrete sidewalks.
- Concrete front porches.

HOUSECHECK PLUS LLC does not guarantee complete removal of:

- Oil.
- Rust.
- Paint.
- Mold.
- Mildew.
- Algae.
- Tire marks.
- Chemical stains.
- Organic stains.
- Permanent discoloration.
- Embedded contaminants.

Customer acknowledges that pressure washing can expose or worsen pre-existing deterioration.

HOUSECHECK PLUS LLC is not responsible for pre-existing:

- Cracks.
- Spalling.
- Scaling.
- Loose concrete.
- Weak concrete.
- Deteriorated mortar.
- Failed coatings.
- Defective sealers.
- Improperly cured surfaces.
- Settlement.
- Expansion-joint failure.
- Existing discoloration.

Unless specifically agreed in writing, Pressure Wash+ does not include:

- Roofs.
- Siding.
- Windows.
- Painted walls.
- Wood decks.
- Fences.
- Vehicles.
- Delicate masonry.

- Other unapproved surfaces.

Customer shall close doors and windows and remove sensitive personal property from the work area.

17. HVAC SERVICES — THIRD-PARTY CONTRACTORS

Certain HVAC services may be performed by licensed and insured independent third-party HVAC contractors.

HOUSECHECK PLUS LLC may coordinate:

- Scheduling.
- Customer communication.
- Property access.
- Payment.
- Service documentation.

HOUSECHECK PLUS LLC technicians do not perform regulated HVAC work unless legally permitted and appropriately qualified.

HOUSECHECK PLUS LLC does not manufacture HVAC equipment and does not guarantee:

- Equipment performance.
- Remaining equipment life.
- Energy savings.
- Refrigerant levels.
- Manufacturer warranties.
- Availability of parts.
- Third-party diagnosis.
- Cooling performance.
- Heating performance.
- Prevention of future breakdowns.
- Indoor air quality.

Routine service or cleaning does not guarantee continued operation.

Repairs, replacement parts, refrigerant, equipment replacements, code upgrades, ductwork, electrical work, modifications, and other services outside the included maintenance scope require separate authorization and may result in additional charges.

To the maximum extent permitted by law, HOUSECHECK PLUS LLC is not responsible for the independent acts or omissions of third-party HVAC contractors where the contractor is independently responsible for the work.

18. A/C DRAIN LINE CLEANING

When included in the selected plan, A/C drain-line cleaning is preventative maintenance only.

HOUSECHECK PLUS LLC does not guarantee that a drain line will remain clear after service.

HOUSECHECK PLUS LLC is not responsible for:

- Concealed drain conditions.
- Broken pipes.
- Improperly installed drains.
- Improper slope.
- Subsequent algae growth.
- Biological growth.
- Future blockage.
- Drain-pan failure.
- Float-switch failure.
- Condensation damage.
- Mold.
- Microbial growth.
- Water damage arising after the service.

19. WATER LINE PROTECTION — LIMITED REPAIR BENEFIT

IMPORTANT: WATER LINE PROTECTION IS STRICTLY A LIMITED REPAIR BENEFIT. IT DOES NOT PROVIDE OR PAY FOR COMPLETE WATER-SERVICE-LINE REPLACEMENT.

Water Line Protection applies only where specifically purchased, paid for, active, and eligible.

The benefit applies only to a qualifying exterior residential potable-water service line between the applicable municipal or public water meter and the point where the qualifying service line enters the primary residence.

Coverage is subject to:

- Eligibility requirements.
- Coverage limits.
- Benefit limits.
- Waiting periods, if applicable.
- Claim approval.
- Contractor availability.
- Inspection.
- All exclusions contained in this Agreement.

Repair Only

Water Line Protection is limited strictly to an approved localized repair of a qualifying water service line failure.

It does not cover:

- Complete water-line replacement.
- Whole-line replacement.
- Proactive replacement.
- Repiping.
- Rerouting.
- Upgrading.
- Replacement of substantial portions of a line.
- Replacement because repair is uneconomical.
- Replacement because of general deterioration.

If HOUSECHECK PLUS LLC or an authorized contractor determines that repair is:

- Impractical.
- Unsafe.
- Prohibited.
- Economically unreasonable.
- Temporary in nature.
- Insufficient because the line requires replacement.

HOUSECHECK PLUS LLC may deny the claim and Customer remains responsible for replacement.

Water Line Protection Exclusions

Water Line Protection does not cover:

- Complete line replacement.
- Replacement because of age.
- Replacement because of deteriorated condition.
- Repiping.
- Rerouting.
- Multiple deteriorated sections.
- Pre-existing conditions.
- Known leaks existing before enrollment.
- Deterioration existing before coverage.
- General corrosion.
- Widespread pipe deterioration.
- Improper installation.
- Defective materials.
- Code violations.
- Code upgrades.
- Pressure regulators.

- Backflow devices.
- Interior plumbing.
- Plumbing inside the residence.
- Plumbing beneath the interior of the residence.
- Sewer lines.
- Drain lines.
- Septic systems.
- Irrigation systems.
- Sprinkler systems.
- Wells.
- Well equipment.
- Pumps.
- Municipal water systems.
- Public water lines.
- Lines before the municipal meter.
- Pool plumbing.
- Outdoor kitchen plumbing unless expressly included.
- Detached-structure lines unless expressly included.
- Fire-suppression lines.
- Excavation damage.
- Contractor damage.
- Customer-caused damage.
- Third-party damage.
- Construction damage.
- Vehicle damage.
- Intentional damage.
- Unauthorized modification.
- Freeze damage.
- Flood damage.
- Hurricane damage.
- Named-storm damage.
- Lightning damage.
- Earth movement.
- Settlement.
- Soil shifting.
- Erosion.
- Acts of God.
- Landscaping restoration.

- Sod replacement.
- Tree replacement.
- Shrub replacement.
- Plant replacement.
- Irrigation restoration.
- Decorative hardscape.
- Driveway repair or replacement.
- Sidewalk repair or replacement.
- Patio repair or replacement.
- Concrete repair or replacement.
- Asphalt repair or replacement.
- Paver replacement.
- Interior flooring.
- Cosmetic restoration.
- Excess water bills.
- Lost water.
- Hotels.
- Temporary housing.
- Loss of use.
- Lost rent.
- Business interruption.
- Consequential water damage.
- Mold remediation.
- Microbial remediation.

Claim Authorization

Customer must notify HOUSECHECK PLUS LLC before authorizing repairs.

HOUSECHECK PLUS LLC reserves the right to:

- Inspect the condition.
- Determine eligibility.
- Approve or deny a claim.
- Select or approve the contractor.
- Approve the repair method.
- Determine reasonable repair costs.
- Request photographs.
- Request records.
- Investigate pre-existing conditions.

Except where immediate emergency mitigation is reasonably required to prevent imminent additional property damage or protect health or safety, unauthorized repairs completed before HOUSECHECK PLUS LLC has had a reasonable opportunity to inspect and approve the work are not eligible for reimbursement.

Customer is responsible for any expense exceeding the applicable benefit limit.

Water Line Protection is not a substitute for homeowners insurance, flood insurance, or other property insurance.

20. MANAGEMENT PLAN — PROPERTY MANAGEMENT COMPANIES

The Management Plan provides limited preventative maintenance services for qualifying residential properties administered by property managers, owners, landlords, associations, or similar entities.

The contracting property management firm or other commercial Customer (“Manager”) represents and warrants that it has legal authority to enroll the Property and authorize HOUSECHECK PLUS LLC to perform the requested Services.

Manager is solely responsible for obtaining:

- Property-owner approval.
- Tenant notification.
- Tenant consent where required.
- Entry authorization.
- Access codes.
- Keys.
- Gate codes.
- Lease-related permissions.
- Any legally required notices or permissions.

HOUSECHECK PLUS LLC is entitled to rely upon Manager’s representation that proper authorization has been obtained.

Manager shall not instruct HOUSECHECK PLUS LLC to unlawfully enter a Property.

HOUSECHECK PLUS LLC is not responsible for disputes between:

- Property manager and owner.
- Property manager and tenant.
- Owner and tenant.
- HOA and owner.
- Property manager and contractor.
- Property manager and governmental agencies.

Management Plan Services may include limited checks involving:

- Customer-supplied A/C filters.
- Smoke detectors.

- Carbon-monoxide detectors.
- Fire extinguishers.
- Accessible plumbing.
- Exterior conditions.
- Digital Reports.

These Services are maintenance observations only.

They are not certifications of:

- Habitability.
- Code compliance.
- Lease compliance.
- Fire-code compliance.
- Environmental safety.
- Property condition.
- Tenant safety.

Manager and property owner remain responsible for all statutory and contractual obligations relating to the Property.

21. NO PROPERTY MANAGEMENT OR FIDUCIARY RELATIONSHIP

HOUSECHECK PLUS LLC is an independent maintenance service provider.

Nothing in this Agreement creates or makes HOUSECHECK PLUS LLC:

- A property manager.
- A property management agent.
- A leasing agent.
- An owner’s representative.
- A fiduciary.
- A property custodian.
- A security provider.
- A tenant representative.
- An asset manager.
- A real-estate broker.
- A property-management consultant.

HOUSECHECK PLUS LLC does not assume any statutory, contractual, fiduciary, lease-related, habitability, security, or property-management duty owed by a landlord, owner, association, or property manager.

22. PROPERTY MANAGER AND COMMERCIAL CUSTOMER INDEMNIFICATION

To the maximum extent permitted by Louisiana law, any property manager, landlord, association, commercial Customer, or other business Customer agrees to defend, indemnify, and hold harmless HOUSECHECK PLUS LLC, its affiliates, members, managers, employees, agents, and contractors from third-party claims arising from or relating to:

- Lack of authority to enroll a Property.
- Failure to obtain owner authorization.
- Failure to obtain required tenant authorization.
- Failure to provide legally required tenant notices.
- Incorrect entry instructions.
- Incorrect access codes.
- Lease disputes.
- Owner-tenant disputes.
- Customer-provided misinformation.
- Undisclosed Property hazards.
- Customer violations of law.
- Customer violations of leases.
- Conditions outside HOUSECHECK PLUS LLC’s contracted scope.
- Customer’s failure to act upon conditions reported by HOUSECHECK PLUS LLC.
- Customer’s failure to maintain the Property.
- Customer’s failure to obtain required professional services.

This provision shall apply only to the maximum extent allowed by applicable law.

Nothing requires indemnification for liabilities that Louisiana law prohibits from being transferred or indemnified.

23. FIRE EXTINGUISHER CHECKS

Fire-extinguisher checks under a Management Plan are limited visual observations unless a separately licensed service is expressly purchased.

HOUSECHECK PLUS LLC does not:

- Certify fire extinguishers.
- Recharge extinguishers.
- Hydrostatic-test extinguishers.
- Repair extinguishers.
- Internally inspect extinguishers.
- Tag extinguishers as professionally inspected.
- Warrant extinguisher operation.
- Certify fire-code compliance.

Property owners and Managers remain responsible for obtaining legally required professional fire-extinguisher inspections, servicing, tagging, replacement, and certification.

24. CUSTOMER RESPONSIBILITIES

Customer agrees to:

- Provide safe access to the Property.
- Provide accurate access instructions.
- Secure pets.
- Disclose known hazards.
- Maintain functioning utilities where necessary.
- Provide accurate Property information.
- Supply correct HVAC filters.
- Maintain appropriate insurance.
- Promptly address reported problems.
- Hire licensed professionals when necessary.
- Maintain the Property between HOUSECHECK PLUS LLC visits.
- Follow manufacturer maintenance instructions.
- Notify HOUSECHECK PLUS LLC of unsafe conditions.
- Remove obstacles preventing safe performance.
- Keep service areas reasonably accessible.

Customer remains responsible for damage or delay caused by:

- Unsafe conditions.
- Undisclosed hazards.
- Aggressive animals.
- Structural instability.
- Faulty wiring.
- Contaminated conditions.
- Mold.
- Pests.
- Unauthorized persons.
- Inaccurate information.
- Failure to maintain the Property.

25. TECHNICIAN SAFETY AND RIGHT TO STOP WORK

HOUSECHECK PLUS LLC retains sole reasonable discretion to determine whether a Service can be safely performed.

Technicians may refuse, discontinue, postpone, or modify work because of:

- Unsafe ladders.
- Unsafe ladder placement.
- Roof hazards.
- Electrical hazards.
- Aggressive animals.
- Mold.
- Suspected hazardous substances.
- Standing water.
- Structural instability.
- Extreme temperatures.
- Severe weather.
- Unsanitary conditions.
- Hoarding.
- Insects.
- Rodents.
- Snakes.
- Threats.
- Violence.
- Illegal activity.
- Dangerous persons.
- Unstable flooring.
- Unstable structures.
- Conditions requiring specialized safety equipment.
- Any other condition reasonably considered unsafe.

A technician is never required to perform work that the technician or HOUSECHECK PLUS LLC reasonably considers dangerous.

26. THIRD-PARTY CONTRACTORS

HOUSECHECK PLUS LLC may use:

- Independent contractors.
- Subcontractors.
- Vendors.
- Licensed trades.
- Service providers.

Third-party work may be subject to separate:

- Terms.
- Estimates.
- Authorizations.
- Warranties.
- Licensing requirements.
- Scheduling requirements.

HOUSECHECK PLUS LLC does not guarantee:

- Third-party availability.
- Contractor scheduling.
- Material availability.
- Parts availability.
- Manufacturer warranties.
- Completion timelines.
- Future performance.

Nothing in this section eliminates responsibility that applicable law expressly imposes on HOUSECHECK PLUS LLC.

27. NO EMERGENCY SERVICES

HOUSECHECK PLUS LLC does not provide emergency monitoring or guaranteed emergency response.

Customers experiencing suspected:

- Gas leaks.
- Fire.
- Carbon monoxide.
- Major water leaks.
- Electrical emergencies.
- Structural collapse.
- Other immediate threats.

must contact appropriate emergency services or licensed professionals.

Sending HOUSECHECK PLUS LLC a:

- Text.
- Email.
- Online request.
- Voicemail.
- Service request.
- Customer portal message.

does not create an emergency-response obligation.

28. NO GUARANTEE OF PREVENTION

Preventative maintenance may reduce maintenance burdens but cannot eliminate property risk.

HOUSECHECK PLUS LLC does not guarantee prevention of:

- HVAC failure.
- Plumbing failure.
- Roof leaks.
- Water damage.
- Mold.
- Fire.
- Carbon-monoxide exposure.
- Electrical failure.
- Structural failure.
- Gutter overflow.
- Lawn damage.
- Drainage problems.
- Concrete deterioration.
- Appliance failure.
- Pest infestation.
- Insurance losses.
- Code violations.
- Mechanical failure.
- Future repairs.

29. PRE-EXISTING CONDITIONS

HOUSECHECK PLUS LLC assumes no responsibility for pre-existing conditions except to the extent liability cannot lawfully be excluded.

Pre-existing conditions include conditions that are:

- Known.
- Unknown.
- Visible.
- Concealed.
- Intermittent.

- Latent.
- Previously repaired.
- Developing before service.
- Caused by age.
- Caused by wear and tear.

Performing a Service on or near an existing condition does not establish that HOUSECHECK PLUS LLC created or caused that condition.

HOUSECHECK PLUS LLC may use:

- Photographs.
- Videos.
- Technician notes.
- Reports.
- Service records.

to document Property condition before, during, and after Services.

30. NO WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.”

EXCEPT FOR WARRANTIES THAT CANNOT LAWFULLY BE DISCLAIMED, HOUSECHECK PLUS LLC DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING:

- MERCHANTABILITY.
- FITNESS FOR A PARTICULAR PURPOSE.
- HABITABILITY.
- NON-INFRINGEMENT.
- FUTURE PERFORMANCE.
- GUARANTEED RESULTS.
- WARRANTIES ARISING FROM COURSE OF DEALING.
- WARRANTIES ARISING FROM USAGE OF TRADE.

HOUSECHECK PLUS LLC does not warrant uninterrupted availability or error-free scheduling.

31. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HOUSECHECK PLUS LLC SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

Excluded damages may include:

- Loss of use.
- Lost profits.
- Lost rent.
- Business interruption.
- Temporary housing.
- Hotel expenses.
- Diminution in Property value.
- Emotional distress.
- Loss of data.
- Lost opportunities.
- Contractor delays.
- Insurance deductibles.
- Denied insurance claims.
- Lost business income.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, HOUSECHECK PLUS LLC'S AGGREGATE CONTRACTUAL LIABILITY ARISING OUT OF A SERVICE OR MEMBERSHIP SHALL NOT EXCEED THE TOTAL AMOUNT ACTUALLY PAID TO HOUSECHECK PLUS LLC BY THE CUSTOMER FOR THE AFFECTED PROPERTY DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

This limitation does not apply where applicable law prohibits limitation or exclusion of the particular liability.

Customer acknowledges that HOUSECHECK PLUS LLC membership pricing reflects this allocation of risk.

32. CUSTOMER'S DUTY TO MITIGATE DAMAGE

Customer must take reasonable steps to prevent additional damage after discovering or receiving notice of a potentially damaging condition.

A HOUSECHECK PLUS LLC report does not transfer responsibility for repair to HOUSECHECK PLUS LLC.

Customer remains responsible for:

- Seeking professional evaluation.
- Making repairs.
- Protecting the Property.
- Contacting insurers.
- Addressing dangerous conditions.
- Preventing additional losses.

HOUSECHECK PLUS LLC is not responsible for additional damages caused by Customer's unreasonable delay in addressing a known or reported condition.

33. PROPERTY DAMAGE CLAIM PROCEDURE

Customer shall promptly notify HOUSECHECK PLUS LLC after discovering alleged Service-related damage.

A claim should include:

- Property address.
- Customer name.
- Date of Service.
- Description of alleged damage.
- Photographs.
- Video where available.
- Relevant receipts.
- Estimates.
- Supporting documentation.

Except for emergency mitigation reasonably necessary to protect persons or property, Customer shall provide HOUSECHECK PLUS LLC a reasonable opportunity to inspect alleged damage before permanent repair occurs.

Customer should preserve relevant evidence where reasonably possible.

Failure to permit a reasonable inspection may affect HOUSECHECK PLUS LLC’s ability to investigate and evaluate the claim, to the extent permitted by law.

34. INSURANCE

Customer is solely responsible for maintaining appropriate property and liability insurance.

HOUSECHECK PLUS LLC membership is not a substitute for:

- Homeowners insurance.
- Landlord insurance.
- Renters insurance.
- Flood insurance.
- Wind coverage.
- Commercial property insurance.
- General liability insurance.
- Other applicable insurance.

Insurable losses should be submitted to the appropriate insurance carrier where applicable.

35. RECURRING BILLING AND AUTOMATIC RENEWAL

HOUSECHECK PLUS LLC membership fees are recurring.

By enrolling, Customer authorizes HOUSECHECK PLUS LLC and its payment processor to charge the payment method provided at the disclosed price and billing frequency until cancellation.

YOUR MEMBERSHIP WILL AUTOMATICALLY CONTINUE AND YOUR PAYMENT METHOD WILL CONTINUE TO BE CHARGED UNLESS YOU CANCEL.

HOUSECHECK PLUS LLC may disclose before enrollment:

- Membership price.
- Billing frequency.
- Automatic-renewal terms.
- Cancellation procedure.
- Any applicable commitment period.

Customer may cancel using cancellation methods made available by HOUSECHECK PLUS LLC.

Cancellation generally prevents future renewal charges after the current applicable paid period, subject to applicable law and any valid disclosed minimum commitment.

HOUSECHECK PLUS LLC may maintain records demonstrating:

- Customer authorization.
- Electronic acceptance.
- Date of acceptance.
- Time of acceptance.
- Plan selected.
- Payment authorization.
- Version of Terms accepted.

36. FAILED PAYMENTS

If a payment fails, HOUSECHECK PLUS LLC may:

- Retry the charge.
- Request a different payment method.
- Request updated billing information.
- Suspend Services.
- Cancel future appointments.
- Suspend the membership.
- Terminate the membership.

HOUSECHECK PLUS LLC is not required to perform Services while the account is delinquent.

37. CANCELLATION OR SUSPENSION BY HOUSECHECK PLUS LLC

Subject to applicable law, HOUSECHECK PLUS LLC may suspend, refuse, or terminate service or membership for:

- Nonpayment.
- Fraud.
- Material misrepresentation.
- Unsafe Property conditions.
- Harassment.
- Threats.
- Violence.
- Repeated denied access.
- Repeated missed appointments.
- Illegal activity.
- Abuse of Services.
- Misuse of benefits.
- Material violation of this Agreement.
- Technician safety concerns.

HOUSECHECK PLUS LLC will provide any notice required by applicable law.

38. SERVICE SCHEDULING

Appointment dates, arrival times, and service windows are estimates.

HOUSECHECK PLUS LLC may experience reasonable delays caused by:

- Weather.
- Traffic.
- Technician illness.
- Labor availability.
- Equipment problems.
- Material shortages.
- Third-party contractors.
- Emergencies.
- Earlier appointments requiring additional time.
- Force majeure.
- Customer-access issues.

HOUSECHECK PLUS LLC may reschedule Services when reasonably necessary.

A delayed or rescheduled appointment does not automatically create liability or entitle Customer to compensation.

39. CUSTOMER ACCESS / NO-ACCESS POLICY

Customer is responsible for ensuring HOUSECHECK PLUS LLC has timely, lawful, and safe access to the Property at the scheduled service time.

If a HOUSECHECK PLUS LLC technician arrives at the scheduled service location and:

- No authorized person is available to provide access.
- Required keys are unavailable.
- An access code does not work.
- A gate prevents access.
- Tenant permission has not been obtained.
- The technician is denied entry.
- Required access instructions are missing or incorrect.
- The technician cannot lawfully or safely enter the Property.

the technician may document the attempted visit with:

- A photograph of the Property.
- A photograph of an identifiable exterior location.
- GPS or electronic service records where available.
- Technician notes.
- Time and date records.

The visit may be recorded as:

“INACCESSIBLE / NO ACCESS PROVIDED.”

For scheduling and technician-routing purposes, the visit will be considered an attempted service visit.

HOUSECHECK PLUS LLC technicians are not required to:

- Wait indefinitely.
- Remain on-site beyond a reasonable period.
- Attempt unauthorized entry.
- Enter through unlocked doors without authorization.
- Climb fences.
- Circumvent gates.
- Obtain entry from neighbors.
- Locate tenants.
- Contact property owners repeatedly to obtain access.

The missed Service may be rescheduled to:

- The next available service window.
- The next regularly scheduled service cycle.
- Another date approved by HOUSECHECK PLUS LLC.

The applicable rescheduling decision may depend upon:

- Technician availability.
- Service plan.
- Geographic routing.
- Customer history.
- Reason for denied access.

Unless required by law or otherwise expressly agreed, HOUSECHECK PLUS LLC is not responsible for:

- Delayed maintenance.
- Missed conditions.
- Conditions developing between the attempted visit and rescheduled visit.
- Property deterioration caused by delayed access.
- Additional expenses resulting from failure to provide access.
- Damage that could have been discovered earlier if access had been provided.

For Management Plan properties, the property management company remains solely responsible for ensuring that HOUSECHECK PLUS LLC has all legally required authorization, tenant notices, access information, keys, and entry permissions before the scheduled visit.

40. PHOTOGRAPHS, VIDEO, AND SERVICE DOCUMENTATION

HOUSECHECK PLUS LLC may photograph or record Property conditions reasonably related to:

- Documenting Services.
- Recording pre-existing conditions.
- Creating Digital Reports.
- Creating Home Health Reports.
- Quality control.
- Technician training.
- Claim investigation.
- Customer disputes.
- Technician safety.
- Service verification.
- No-access verification.
- Business records.

HOUSECHECK PLUS LLC will not intentionally use identifiable interior photographs of a Customer’s Property for public advertising without appropriate authorization where required.

Customer authorizes reasonable service-related photographs and documentation as part of Services.

41. COMMUNICATIONS

Customer agrees that HOUSECHECK PLUS LLC may use Customer-provided contact information for communications relating to:

- Scheduling.
- Service reminders.
- Billing.
- Failed payments.
- Membership administration.
- Digital Reports.
- Customer support.
- Account changes.
- Safety notices.
- Operational updates.

Subject to applicable law and required consent, HOUSECHECK PLUS LLC may also provide marketing communications.

Customers may opt out of marketing communications as provided by applicable law.

Opting out of marketing communications does not prevent operational communications reasonably necessary to administer the Customer’s membership or Services.

42. FORCE MAJEURE

HOUSECHECK PLUS LLC shall not be liable for failure or delay in providing Services caused by circumstances outside its reasonable control.

Such circumstances may include:

- Hurricanes.
- Tropical storms.
- Tornadoes.
- Floods.
- Lightning.
- Severe thunderstorms.
- Extreme temperatures.
- Utility outages.
- Government actions.

- Government orders.
- Pandemics.
- Epidemics.
- Labor shortages.
- Supply-chain disruptions.
- Transportation interruptions.
- Internet outages.
- Equipment shortages.
- Civil disturbances.
- War.
- Terrorism.
- Acts of God.
- Other extraordinary events.

Affected Services may be:

- Delayed.
- Postponed.
- Modified.
- Rescheduled.
- Temporarily suspended.

43. RIGHT TO REFUSE SERVICE

HOUSECHECK PLUS LLC may refuse, discontinue, or modify a Service when HOUSECHECK PLUS LLC reasonably determines that performing the Service would:

- Create a safety hazard.
- Require work outside the purchased scope.
- Require a license or qualification not possessed by the assigned technician.
- Risk unreasonable Property damage.
- Violate applicable law.
- Require specialized equipment.
- Exceed reasonable technician capabilities.
- Expose personnel to hazardous substances.
- Expose personnel to aggressive animals.
- Expose personnel to threatening persons.
- Require entry into unsafe conditions.

HOUSECHECK PLUS LLC’s refusal to perform unsafe or unauthorized work does not constitute breach of this Agreement.

44. DISPUTE RESOLUTION AND GOVERNING LAW

This Agreement shall be governed by the laws of the State of Louisiana without regard to conflict-of-law principles.

Before initiating formal legal proceedings, Customer and HOUSECHECK PLUS LLC agree to make a good-faith effort to resolve disputes informally.

Unless applicable law requires otherwise, any judicial proceeding concerning this Agreement shall be brought in a court of competent jurisdiction located in Livingston Parish, Louisiana, subject to applicable jurisdiction and venue requirements.

To the maximum extent permitted by applicable law, claims shall be brought individually and not as part of a:

- Class action.
- Consolidated action.
- Collective action.
- Representative action.

Customer agrees to waive punitive damages to the extent such waiver is permitted by law.

Nothing in this provision eliminates rights that applicable law prohibits the parties from waiving.

45. COMMERCIAL AND PROPERTY MANAGEMENT CUSTOMERS

When the Customer is a:

- Property management company.
- Landlord.
- Association.
- Business entity.
- Commercial Customer.
- Owner representative.

Customer acknowledges that it is entering this Agreement in a commercial capacity.

Customer represents that:

- It has authority to enter the Agreement.
- It has authority to authorize Services.
- It has authority to enroll applicable Properties.
- It is responsible for its own contractual obligations.
- It is responsible for its own statutory obligations.
- It is responsible for owner and tenant communications.
- HOUSECHECK PLUS LLC does not assume Customer’s legal duties.

HOUSECHECK PLUS LLC does not assume obligations owed by the Customer to:

- Property owners.
- Tenants.
- Residents.
- Associations.
- Insurers.
- Lenders.
- Governmental authorities.
- Contractors.

46. NO THIRD-PARTY BENEFICIARIES

Except where expressly stated in a separate written agreement signed by HOUSECHECK PLUS LLC, this Agreement is intended only for the benefit of HOUSECHECK PLUS LLC and the contracting Customer.

No:

- Tenant.
- Resident.
- Guest.
- Visitor.
- Property-owner client of a management company.
- Insurer.
- Lender.
- Contractor.
- Association member.
- Neighbor.
- Other third party.

shall acquire contractual rights against HOUSECHECK PLUS LLC merely because Services are performed at a Property.

47. CUSTOMER REPRESENTATIONS AND WARRANTIES

Customer represents and warrants that:

- Information provided to HOUSECHECK PLUS LLC is accurate.
- Customer has authority to authorize Services.
- Customer has authority to provide access.
- Customer has disclosed known hazards affecting service.
- Customer will not rely upon HOUSECHECK PLUS LLC Services as a substitute for professional services outside HOUSECHECK PLUS LLC’s scope.
- Customer understands the limitations stated in this Agreement.

- Customer will provide accurate contact and billing information.
- Customer will comply with applicable laws governing access to the Property.
- Customer will promptly address material conditions reported by HOUSECHECK PLUS LLC.

48. CHANGES TO SERVICES, PLANS, PRICING, AND TERMS

Subject to applicable law, HOUSECHECK PLUS LLC may modify:

- Future Service offerings.
- Plan structures.
- Visit frequency for future plans.
- Included features.
- Pricing.
- Add-on offerings.
- Service areas.
- These Terms.

Material changes applicable to existing recurring memberships will be communicated as required by law.

No modification will retroactively eliminate a valid accrued claim.

Continued use of Services following an effective modification may constitute acceptance where permitted by law and appropriately disclosed.

49. SEVERABILITY

If any provision of this Agreement is determined to be:

- Invalid.
- Illegal.
- Unlawful.
- Unenforceable.

that provision shall be enforced to the maximum extent legally permitted or severed as appropriate.

The remaining provisions shall remain in full force and effect.

50. NO WAIVER

HOUSECHECK PLUS LLC’s failure to enforce any provision of this Agreement on one occasion does not constitute a waiver of that provision.

A delay in exercising a right does not waive that right.

No waiver is binding unless made by an authorized representative of HOUSECHECK PLUS LLC in writing where required.

51. ENTIRE AGREEMENT

This Agreement, together with:

- Customer’s selected plan.
- Applicable written service descriptions.
- Applicable pricing.
- Separately executed service authorizations.
- Written addenda expressly incorporated into this Agreement.

constitutes the agreement governing HOUSECHECK PLUS LLC Services.

This Agreement supersedes prior inconsistent:

- Verbal discussions.
- Representations.
- Advertisements.
- Marketing statements.
- Informal understandings.

Customer acknowledges that Customer is not relying upon oral promises inconsistent with these written Terms.

52. ELECTRONIC ACCEPTANCE AND SIGNATURE

Customer agrees that legally recognized electronic acceptance may constitute binding acceptance of this Agreement.

Electronic acceptance may include:

- Checkbox acceptance.
- Online enrollment.
- Electronic signature.
- Digital confirmation.
- Purchase confirmation.
- Other legally recognized electronic assent.

HOUSECHECK PLUS LLC may retain records showing:

- Customer identity.
- Property.
- Date of acceptance.
- Time of acceptance.

- Version of Terms accepted.
- Plan selected.
- Applicable price.
- Payment authorization.
- Electronic acceptance records.

Customer agrees that electronic records may be maintained as evidence of enrollment and acceptance.

53. CONTACT INFORMATION

HouseCheck Plus LLC

Doing Business As HOUSECHECK PLUS LLC

Louisiana, USA

Email: Sales@housecheckplus.com

Phone: 1-888-885-1329

IMPORTANT CUSTOMER NOTICE

HOUSECHECK PLUS LLC PROVIDES LIMITED PREVENTATIVE AND ROUTINE PROPERTY-MAINTENANCE SERVICES. HOUSECHECK PLUS LLC IS NOT HOMEOWNERS INSURANCE, A SUBSTITUTE FOR PROPERTY INSURANCE, A PROFESSIONAL HOME INSPECTION, A HOME WARRANTY, OR A GUARANTEE AGAINST PROPERTY OR EQUIPMENT FAILURE.

CUSTOMERS REMAIN RESPONSIBLE FOR MAINTAINING THEIR PROPERTY, CARRYING APPROPRIATE INSURANCE, OBTAINING LICENSED PROFESSIONAL SERVICES WHEN NECESSARY, AND PROMPTLY ADDRESSING CONDITIONS IDENTIFIED OR DISCOVERED AT THE PROPERTY.

ALL HVAC AIR FILTERS MUST BE SUPPLIED BY THE CUSTOMER. HOUSECHECK PLUS LLC DOES NOT PROVIDE HVAC AIR FILTERS.

HOUSECHECK PLUS LLC SUPPLIES ONLY ELIGIBLE STANDARD LIGHT BULBS AND REPLACEMENT IS LIMITED TO TWENTY (20) STANDARD BULBS PER HOME PER APPLICABLE SERVICE VISIT.

HVAC SERVICES REQUIRING LICENSED TRADE WORK MAY BE PROVIDED BY INDEPENDENT, APPROPRIATELY LICENSED THIRD-PARTY HVAC CONTRACTORS.

WATER LINE PROTECTION, WHEN PURCHASED AND ELIGIBLE, IS A LIMITED REPAIR BENEFIT ONLY. IT DOES NOT COVER COMPLETE WATER-SERVICE-LINE REPLACEMENT, REPIPING, OR PROACTIVE REPLACEMENT.

PROPERTY MANAGEMENT COMPANIES AND OTHER COMMERCIAL CUSTOMERS REMAIN RESPONSIBLE FOR OBTAINING PROPERTY-OWNER AUTHORIZATION, TENANT NOTICE OR CONSENT, AND LAWFUL ACCESS TO EACH PROPERTY. HOUSECHECK PLUS LLC DOES NOT ASSUME THE LEGAL, FIDUCIARY, HABITABILITY, LEASE, OR PROPERTY-MANAGEMENT DUTIES OF A PROPERTY OWNER OR PROPERTY MANAGEMENT COMPANY.

IF ACCESS TO A SCHEDULED PROPERTY IS NOT PROVIDED, HOUSECHECK PLUS LLC MAY DOCUMENT THE ATTEMPTED VISIT, CLASSIFY THE PROPERTY AS INACCESSIBLE, AND RESCHEDULE THE SERVICE IN ACCORDANCE WITH THESE TERMS.

BY PURCHASING, ENROLLING IN, AUTHORIZING, SCHEDULING, PAYING FOR, OR USING HOUSECHECK PLUS LLC SERVICES, CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ, UNDERSTANDS, AND AGREES TO THESE TERMS AND CONDITIONS.