

Plumb-Tech Preventative Plumbing Membership Program Terms and Agreement

Effective Date: 6/23/2025

1. Membership Overview

Plumb-Tech Plumbing and Heating ("Plumb-Tech") offers the Perfect Protection Plan (the "Membership Program") to residential customers for the purpose of preventative maintenance and preferred service benefits. Enrollment in the Membership Program constitutes acceptance of these Terms and Agreement (the "Agreement"). Two membership tiers are offered:

- **BLACKFOOT:** \$29.99 per month, automatically renewing until terminated by either party.
- **CLARK FORK:** \$299.99 annually, paid in full, with a cost-savings benefit equivalent to two free months. Automatically converts to a Month-to-Month Membership after 12 months unless renewed.

Each plan includes two seasonal plumbing system inspections and annual water heater maintenance, subject to the limitations and conditions set forth herein.

2. Payment Terms

- Member must provide and maintain a valid debit or credit card for recurring billing.
- Payment is due upon enrollment and subsequently on a monthly or annual basis, as applicable.
- No refunds shall be issued after the expiration of a thirty (30) day grace period following enrollment.
- Services rendered prior to cancellation are non-refundable.
- Memberships are non-transferable and shall apply exclusively to the address listed at the time of enrollment.

3. Services and Benefits

- **64-Point Inspection:** Two inspections per calendar year, typically scheduled during Summer and Fall. Specific checklist items are subject to modification based on the unique conditions of the Member's property and at Plumb-Tech's sole discretion.
- **Water Heater Maintenance:** Services may include flushing the tank, inspecting the anode rod, and checking for leaks. Maintenance may be deferred or modified if the unit is deemed too fragile or aged to safely perform the procedure.
- **Priority Scheduling:** Members will receive priority in scheduling over non-members, except in cases of emergency involving health and safety (e.g., flooding, loss of heat in winter), which will take precedence.

- **10% Discount:** Members shall receive a ten percent (10%) discount on parts and labor for eligible residential plumbing services. *Exclusions:* Boiler installations, new construction projects, and all commercial plumbing projects.

4. Scheduling and Access

- Plumb-Tech will initiate contact with the Member to schedule inspections. After three (3) unsuccessful contact attempts, the Member forfeits that season's inspection.
- Missed or forfeited inspections shall not be rescheduled or rolled over to subsequent periods.
- Membership services are available exclusively within Plumb-Tech's designated service areas, presently limited to the Missoula and Helena Montana region.

5. Privacy and Data Use

Plumb-Tech collects personally identifiable information including but not limited to name, service address, telephone number, email address, and payment information. This data is used solely for internal purposes relating to billing, scheduling, and customer service. All data is securely stored, and Plumb-Tech shall not sell or distribute such information to third parties.

6. Liability and Limitations

- Plumb-Tech shall not be liable for damage to plumbing systems that are aged, corroded, or otherwise compromised where such damage arises during inspection or maintenance.
- Preventative services are not a warranty or guarantee of future performance, nor do they eliminate the risk of system failure.
- Members agree to hold harmless and indemnify Plumb-Tech for any losses or damages resulting from reliance on these services, to the maximum extent permitted by law.

7. Changes and Termination

- Plumb-Tech reserves the right to amend the terms of this Agreement, including pricing, with thirty (30) days' written notice to the Member.
- Plumb-Tech may terminate a membership immediately upon notice if the Member engages in misuse of services, fails to provide safe access to the property, exhibits abusive conduct, or otherwise breaches this Agreement.