

SUBSCRIPTION SERVICE AGREEMENT

Plumbing & Heating Services

This Subscription Service Agreement ("Agreement") is entered into on this ____ day of _____, 20__, (the "Effective Date") by and between, Motivated Mechanical Solutions, LLC, a Maine Limited Liability Company, with its principal place of business at 12 State Road, Suite 3, Bath, Maine 04530 ("Service Provider"); AND _____, [individual or business entity], located at _____, Maine ("Customer"). Collectively referred to as the "Parties" or individually as a "Party".

ARTICLE 1

Scope of Services

1.1. Scope of Services:

The Service Provider shall provide ongoing plumbing and heating maintenance, inspection, and emergency response services to the Customer at the service location(s) set forth in Exhibit A.

1.2. Service Locations:

This Agreement applies to both residential and commercial real estate properties owned, leased, or managed by the Customer, as identified in Exhibit A.

1.3. Services:

Services include:

- Annual Service of Heating & HVAC Systems
- Priority emergency response
- Discounted equipment and labor rates
- Seasonal opening and closing services (if elected)

ARTICLE 2

Service Tiers and Fees

2.1. Subscription Tiers and Fees:

The Customer shall select one of the following subscription tiers. The monthly fee corresponds to the tier selected, which determines the maximum response time for non-scheduled service requests:

Service Tier	Monthly Fee (per property)	Response Time Guarantee
Tier 1	\$250	Within 24 hours
Tier 2	\$200	Within 48 hours
Tier 3	\$100	Within 5 business days

2.2. Response Times:

Response times are counted from the time of confirmed receipt of a service request during business hours.

2.3. Response Guarantees:

Response guarantees are limited to service calls for covered plumbing or heating issues and are subject to external factors such as natural disasters, acts of God, or legal restrictions. Emergency response times are subject to prioritization based on the severity of the issue and availability of personnel. The Service Provider shall make reasonable efforts to respond within the guaranteed timeframe but shall not be liable for delays caused by factors outside its control.

ARTICLE 3

Discounts for Non-Included Services

3.1. Discounts:

Customer shall receive the following discounts for services or costs not included within the scope of this Agreement:

- **Equipment Costs:** 10% discount on manufacturer list price for parts and equipment.
- **Non-Included Labor:** 10% discount on labor rates not covered under this Agreement (e.g., extensive repairs, major renovations).
- **Seasonal Opening/Closing of Properties:** 10% discount on the standard rate for seasonal property opening and winterization/closing services.

Discounts apply only when services are provided directly by the Service Provider and not by subcontractors, unless otherwise agreed in writing.

ARTICLE 4

Term and Termination

4.1. Initial Term:

This Agreement shall commence on the Effective Date and continue for an initial period of 12 months, unless earlier terminated.

4.2. Automatic Renewal:

Unless either Party provides written notice of termination at least 30 days before the end of the then-current term, this Agreement shall automatically renew.

4.3. Termination for Convenience:

Customer may terminate this Agreement at any time with 30 days' prior written notice. Early termination shall not entitle the Customer to any refund of prepaid amounts. If the Customer terminates this Agreement for convenience, the Service Provider shall refund any prepaid amounts for services not yet rendered or materials not yet purchased, less a \$50 administrative fee.

4.4. Termination for Cause:

Either Party may terminate this Agreement immediately upon written notice if the other Party:

- Materially breaches any provision and fails to cure such breach within 15 days of written notice;
- Becomes insolvent or files for bankruptcy;

- Engages in conduct that reasonably brings the other Party into disrepute.

ARTICLE 5

Exclusions and Limitations

5.1. Exclusions:

This Agreement does not cover:

- Major renovations, structural replacements, or new installations;
- Catastrophic failures due to neglect, unauthorized repairs, or force majeure;
- Code violations or issues arising from third-party modifications;
- Repairs requiring special permits or government inspections.

5.2. Damages:

The Service Provider is not liable for consequential damages or delays beyond the stated response times caused by factors outside its control.

5.3. Pre-Existing Conditions:

The Service Provider shall not be responsible for repairs or damages arising from pre-existing conditions or systems not disclosed by the Customer at the time of Agreement execution.

5.4. Customer Responsibility For Third-Party Repairs:

The Service Provider shall not be liable for damages or failures caused by repairs or modifications performed by third parties not authorized by the Service Provider.

ARTICLE 6

Payment Terms

6.1. Fees:

Monthly subscription fees shall be billed in advance and are due on the 1st of each calendar month.

6.2. Late Payments:

Late payments are subject to a 1.5% monthly interest charge or the maximum allowed by law, whichever is less.

6.3. Non-Payment:

The Service Provider reserves the right to suspend services for non-payment exceeding 15 days.

6.4. Recovery of Collection Costs:

In the event of non-payment exceeding 30 days, the Customer shall be responsible for all reasonable costs of collection, including attorney's fees and court costs incurred by the Service Provider.

6.5. Payment Methods:

Payments may be made via debit or credit card. Any failed payments will incur a \$35 processing fee.

ARTICLE 7

Customer Obligations

7.1. Obligations:

The Customer agrees to:

- Provide reasonable access to the property;
- Maintain a safe environment for Service Provider personnel;
- Promptly report issues via the designated communication channel;
- Notify Service Provider of any known hazardous conditions;
- Comply with local access, safety, and snow removal ordinances per Maine law.

All service requests must be submitted via the designated communication channel, which may include email, phone, or an online portal provided by the Service Provider. Requests made outside these channels may not be acknowledged.

7.2. Timely Reporting of Issues:

The Customer must report any plumbing or heating issues within 48 hours of discovery to ensure timely service and avoid further damage. Failure to report issues promptly may limit the Service Provider's liability.

7.3. Compliance With Seasonal Services:

For properties electing seasonal services, the Customer must provide access and ensure readiness for opening or closing services within the agreed timeframe. Failure to do so may result in additional fees.

ARTICLE 8

Warranties and Disclaimers

8.1. Service Provider Warranties:

The Service Provider warrants that all services will be performed in a workmanlike manner consistent with industry standards.

8.2. Service Provider Disclaimer:

Except as expressly provided, the Service Provider disclaims all other warranties, express or implied, including warranties of merchantability or fitness for a particular purpose.

8.3. Warranties under Maine Law:

For residential properties, the Service Provider acknowledges that required warranties may apply under Maine law.

ARTICLE 9

Indemnification

9.1. Indemnification:

Each Party shall indemnify, defend, and hold harmless the other Party from any third-party claims, liabilities, or damages arising out of gross negligence, willful misconduct, or breach of this Agreement.

9.2. Third-Party Claims:

The Customer shall indemnify and hold harmless the Service Provider from any claims, damages, or liabilities arising from third-party actions, including but not limited to tenant or guest negligence, misuse of systems, or failure to comply with local ordinances.

ARTICLE 10

Limitation of Liability

10.1. Limitation of Liability:

To the fullest extent permitted by law, the Service Provider's total liability to the Customer for any and all claims, losses, damages, or expenses arising out of or related to this Agreement, whether in contract, tort (including negligence), or otherwise, shall not exceed the total amount of subscription fees paid by the Customer to the Service Provider under this Agreement in the twelve (12) months immediately preceding the event giving rise to the claim.

10.2. Exclusion of Certain Damages:

In no event shall the Service Provider be liable for any indirect, incidental, consequential, special, punitive, or exemplary damages, including but not limited to loss of profits, loss of use, loss of data, or business interruption, even if the Service Provider has been advised of the possibility of such damages.

10.3. Force Majeure:

The Service Provider shall not be held liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, government actions, labor disputes, or other unforeseen events.

10.4. Customer Responsibility:

The Customer acknowledges and agrees that the Service Provider's liability is further limited by the exclusions and limitations outlined in this Agreement, including but not limited to those specified in Article 5 and Exhibit A.

10.5. No Third-Party Liability:

This Agreement creates no liability or obligation on the part of the Service Provider to any third party, and no third party shall have any rights or remedies under this Agreement.

10.6. Statutory Compliance:

Nothing in this Agreement shall limit or exclude liability for gross negligence, willful misconduct, or any liability that cannot be excluded under applicable Maine law.

ARTICLE 11

Miscellaneous (Maine-Specific)

11.1. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of Maine, without regard to its conflict of laws provisions.

11.2. Provider Compliance with Maine Law:

The Service Provider shall be properly licensed and comply with all applicable federal, state, and municipal regulations, including but not limited to:

- The Maine Home Construction Contracts Act (10 M.R.S. § 1486 et seq.), where applicable;
- The Maine Unfair Trade Practices Act (5 M.R.S. § 205-A et seq.).

11.3. Right to Cancel (Residential Customers):

Residential Customers shall have the right to cancel this Agreement within three (3) business days of execution without penalty. Cancellation must be in writing and delivered in person or by certified mail.

11.4. Notices:

All required notices shall be sent in writing to the addresses stated above. Notices shall be deemed given upon personal delivery or three (3) days after being mailed via certified mail.

11.5. Mediation/Arbitration, Before Litigation:

In the event of a dispute arising under this Agreement, the Parties agree to first attempt resolution through mediation. If mediation fails, the dispute shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association, with venue in Sagadahoc County, Maine.

11.6. Venue and Jurisdiction:

Any disputes shall be adjudicated in the state courts located in Sagadahoc County or federal courts located in the County of Cumberland, State of Maine.

11.7. Entire Agreement:

This Agreement, including all attached Exhibits, contains the full understanding of the Parties and supersedes all prior discussions or representations.

11.8. Amendments:

No modification or waiver of any term shall be valid unless in writing and signed by both Parties.

11.9. Assignment:

Neither Party may assign its rights under this Agreement without prior written consent of the other Party.

11.10. Enforceability:

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

ARTICLE 12
Confidentiality

12.1. Protect Sensitive Customer Information:

The Service Provider agrees to keep all customer information, including property details and service records, confidential and shall not disclose such information to third parties without the Customer's prior written consent, except as required by law.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**MOTIVATED MECHANICAL SOLUTIONS, CUSTOMER
LLC**

By: _____

By: Mason Loveitt

Name:

Its: Manager

Title (if applicable):

Date:

Exhibit A

Service Locations and Tier Selection

Property Address	Tier (1, 2, or 3)	Seasonal Services (Y/N)

Detailed List of Exclusions from Coverage

The following services and conditions are excluded from coverage under this Subscription Service Agreement:

1. Structural or Non-System Repairs

- Repair or replacement of walls, ceilings, flooring, cabinetry, countertops, or structural components damaged by plumbing or heating issues.
- Repairs related to roof penetrations, attic access, or crawlspace reinforcement.
- Remediation of water, mold, mildew, or other consequential damage.

2. Appliances and Fixtures

- Replacement or repair of appliances (e.g., water heaters, furnaces, boilers, dishwashers, washers/dryers) unless expressly listed in a written addendum.
- Kitchen, bath, and utility fixtures, including faucets, showerheads, spouts, and valves, unless due to system-wide issue.
- Decorative plumbing elements, luxury fixtures, and custom installations.

3. Out-of-Scope Plumbing Work

- Sewer line replacement or full excavation.
- Septic tank cleaning, pumping, or replacement.
- Well pumps, water conditioning systems, or water storage tanks.

- Graywater systems, rainwater collection or irrigation systems.
- Replacement of galvanized steel or lead piping unless failure poses immediate risk.

4. Out-of-Scope Heating Work

- Full HVAC replacement or redesign.
- Conversion from one heating source to another (e.g., oil to gas, or gas to electric).
- Ductwork redesign, cleaning, or sealing (unless minor adjustments are needed during covered service).
- Chimney repair or flue re-lining.

5. Code Violations and Permitting

- Correction of any pre-existing code violations or safety hazards.
- Upgrades required to meet current local/state building, mechanical, or plumbing codes.
- Permit fees, architectural or engineering fees, and regulatory inspections.

6. Emergency Conditions Beyond Control

- Repairs required due to acts of God (e.g., flooding, hurricanes, snow/ice damage, earthquakes).
- Damage caused by fire, vandalism, burglary, or other criminal acts.
- Repairs required due to pest infestation (rodents, insects, birds, etc.).

7. System Abuse or Neglect

- Failures caused by gross negligence or misuse of plumbing or heating systems.
- Customer-installed parts, repairs performed by non-approved third parties, or unauthorized system modifications.
- Systems not regularly maintained or in disrepair prior to contract.

8. Commercial-Specific Exclusions

- Industrial-grade boilers or chillers.
- Plumbing or HVAC systems serving manufacturing operations, commercial kitchens, laundromats, or facilities with unusual mechanical loads.
- Custom business automation systems or sensors not installed by Service Provider.

9. Accessibility Limitations

- Repairs or diagnostics requiring removal of permanent walls, flooring, or ceiling materials.
- Trenching or excavation on frozen ground or paved surfaces.
- Entry into confined or unsafe spaces (e.g., contaminated crawlspaces, attics without safe flooring).

10. Seasonal and External System Services

- Pool heaters, spa plumbing, outdoor water features, or irrigation systems.
- Exterior hose bibbs and outdoor piping not winterized properly by Customer.
- Fuel supply lines (oil, propane, natural gas) beyond the appliance shutoff valve.

11. Pre-Existing Conditions

- Repairs or damages arising from pre-existing conditions.
- Repairs or damages arising from systems not disclosed by the Customer.

■ Maine-Specific Legal Notice

Pursuant to the Maine Home Construction Contracts Act (10 M.R.S. § 1486 et seq.), the Service Provider is not responsible for code compliance of pre-existing systems unless explicitly contracted. Repairs related to bringing systems into compliance with current state or municipal codes are excluded unless separately agreed to in writing.