



1101 Trade Center Drive
Rancho Cordova, CA 95670

Contractor License No. 696355
800-444-0551 legal@bonney.com

BONNEY BEYOND MEMBERSHIP AGREEMENT

KEEP YOUR HOME ON AUTOPILOT

This BONNEY BEYOND MEMBERSHIP AGREEMENT (this “**Agreement**”) between the undersigned (“**you**,” “**your**”) and Bonney Plumbing, LLC d/b/a Bonney Plumbing, Electrical, Heating and Air (“**Bonney**,” “**us**,” “**our**”), is dated as of the date you executed this Agreement.

1. **Bonney Beyond Membership Summary.** The “**Bonney Beyond Membership**” is our exclusive home membership program in which you are eligible for the following benefits at your home:

- a. Priority scheduling;
- b. Pre-scheduled maintenance and cleaning visits described in more detail below in **Section 2**;
- c. Bonney Beyond Discounts described in more detail below in **Section 3**;
- d. Bonney Beyond Limited Warranty described in more detail below in **Section 4**.

2. **Pre-Scheduled Maintenance and Cleaning Visits.** With a Bonney Beyond Membership, you are eligible to receive the following inspections at no additional charge:

- a. **Bi-Annual Heating and Cooling Inspection.** Twice per year, you can schedule an inspection with us in which we will inspect your heating and cooling systems during which we clean and adjust the ignition assembly and the heat exchanger or elements, visually inspect flue if accessible, monitor refrigerant pressure, test starting capabilities, test safety controls, adjust blower components, measure for correct air flow, tighten electrical connections, measure volts/amps on motors, lubricate all moving parts, if applicable, clean the condenser coil, clean condensate drains, and measure temperature differences.
- b. **Plumbing Inspection.** Once per year, you can schedule an inspection with us in which we will inspect your sinks, drains, disposals, toilets, and exposed water lines, check your water pressure and thermal expansion, inspect your water heater for safety, inspect outside fixtures, perform a basic water test for chlorine and hardness, check your emergency shut off valves at fixtures, water heater, and water service, and flush up to two hot water heaters or descale one tankless water heater.
- c. **Sewer Inspection.** Once per year, you can schedule an inspection with us in which we will perform a video inspection of your sewer line and secondaries so long as there is a cleanout, evaluate the condition of every drain, crawl under your home if it has a raised foundation to inspect the drains, inspect ABS piping for defects for homes built before 1985, inspect all visible drains under sinks, inspect pop-up assemblies in lavatory sinks, inspect sewage ejector pumps, if applicable, and inspect septic tanks and baffle tees inside septic tanks if your septic tank lids are exposed. If the septic tank lids are not exposed, there is an additional cost to expose them to allow for an inspection.
- d. **Electrical Inspection.** Once per year, you can schedule an inspection with us in which we will inspect your electrical panel, accessible wire, smoke alarm (s), and carbon monoxide detector (s), and test your GFCI breaker (s).

3. **Bonney Beyond Discounts.** With a Bonney Beyond Membership, you are eligible for the following discounts (the “**Bonney Beyond Discounts**”):

a. **15% Discount on Services.** You will receive 15% off the first \$750.00 you spend on any service you purchase from us. This benefit renews each year, so for example, if you purchase a service and receive a discount in the first year of your Bonney Beyond Membership, you are eligible for another discount in the second year of your Bonney Beyond Membership.

b. **50% Off Call-Out Fees and Diagnostic Fees.** You will receive 50% off the fees we charge to send a technician to your property for plumbing or electrical issues ("**Call-Out Fees**") and fees we charge to diagnose what is causing problems with your hvac system ("**Diagnostic Fees**").

4. **Bonney Beyond Limited Warranty.**

a. **What is the Bonney Beyond Limited Warranty?** Subject to the exclusions and limitations below, if a garbage disposal, water heater, or toilet (each, a "**Covered Product**") fails to operate properly and you purchased that Covered Product from us, and you have maintained your Bonney Beyond membership without interruption since its purchase, then we will provide you with a product to replace the Covered Product but not the cost of labor or materials to install the new product (the "**Bonney Beyond Limited Warranty**"). This Bonney Beyond Limited Warranty is in addition to the Non-Transferable Limited Warranty you receive when you purchase goods and services from Bonney pursuant to your Home Improvement Agreement with Bonney for that work. You can find a copy of Bonney's Non-Transferable Limited Warranty at www.Bonney.com/Warranty.

b. **Bonney Beyond Limited Warranty Exclusions and Limitations.**

- This Bonney Beyond Limited Warranty does not cover the cost of any labor, equipment or materials other than the Covered Product itself, or any damages that result from a failed Covered Product. Your Bonney Beyond Membership does not cover the cost of any clean-up work, carpentry, plaster/wall work, electrical work, tile work, landscaping, masonry, flooring, roofing, paving, etc., even if that work is incidental or necessary to replacing the Covered Product. Unless expressly stated in a Home Improvement Agreement between you and us, we shall have no liability or responsibility to restore or repair the whole or any part of the premises affected by the Covered Product, including as an illustration and not as a limitation, any landscaping, sprinkler system, flooring and carpet, wall coverings, paint, tile, or decorative items.

- If the applicable building code requires an upgrade to the Covered Product, then you shall be responsible for the incremental cost increase between the replacement of the Covered Product and the upgraded version of the Covered Product.

- This Bonney Beyond Limited Warranty is not transferable to any future owner of the property.

- If the Covered Product failed following use of harmful chemicals, impact of foreign objects, mistreatment, misuse, abuse, neglect, improper repairs or modification by you or a third party, then this Bonney Beyond Limited Warranty shall not apply.

- We are not liable for water or other damages relating to or resulting from any defect or from the failure of a Covered Product. Bonney disclaims all liability for special, incidental, or consequential damages.

c. **What will Bonney do?** Bonney will respond to Bonney Beyond Limited Warranty calls with reasonable promptness, but only between the hours of 8:30 a.m. and 4:30 p.m. Monday through Friday, excluding holidays. Bonney will repair or replace the Covered Product that failed no later than 30 days following notice from you to us that it failed. We will strive to repair or replace the item within five (5) days of receiving notice from you so long as we have the necessary goods, materials, and personnel required. We reserve the right to discontinue or

change the design or color of any product. If for any reason the original product is not available, we may substitute another product of comparable functionality.

d. **State Law.** This Bonney Beyond Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

e. **Arbitration.** You must first attempt to resolve any dispute regarding this Bonney Beyond Limited Warranty through arbitration before you may pursue any rights you may have under the Magnuson-Moss Act. If you have a dispute with Bonney, you must deliver notice thereof to 1101 Trade Center Drive, Rancho Cordova, CA 95670, and legal@bonney.com. Within ten (10) days of receipt of your notice, the parties shall meet and attempt to resolve their dispute. If the parties cannot resolve the dispute within five (5) days of that initial meeting, then the parties shall mutually select a contractor or other professional to hear the dispute, at no cost to you, within twenty (20) days of receipt of your notice. You can learn more about the arbitration that governs this Bonney Beyond Limited Warranty by calling 800-444-0551 or by reviewing the arbitration provisions below in **Section 9**.

5. **Payment of Bonney Beyond Membership Price.**

a. **Price.** The price of your Bonney Beyond Membership for the first year is \$227.40 plus \$155.40 for each additional hvac unit in your home (the "**Price**"). You may pay the Price monthly or in one up-front payment.

b. **Price Increases.** We will not increase the Price during the first year of your Bonney Beyond Membership. If we increase the Price during any subsequent Term, we will give you at least thirty (30) days prior written notice. If you do not accept the Price increase, you may terminate your Bonney Beyond Membership as set forth below in **Section 6(b)**.

6. **Term and Termination.**

a. **Term.** The "**Term**" of your Bonney Beyond Membership is the period beginning upon the earlier of (a) the date we first receive your payment for your Bonney Beyond Membership, or (b) the date we first apply a Bonney Beyond Discount (the "**Commencement Date**"), and ending upon the one year anniversary of the Commencement Date (the "**Expiration Date**"). The Term shall automatically renew unless either party to this Agreement (a "**party**") cancels your Bonney Beyond Membership by delivering written notice to the other party at least thirty (30) days prior to the then applicable Expiration Date. Your Bonney Beyond Membership must be for a minimum of one-year.

b. **Termination.** After the initial Term, either party may terminate your Bonney Beyond Membership by delivering 30-days advance notice to the other party. You may email info@bonney.com or call 866-362-2106 to terminate your Bonney Beyond Membership after the initial Term.

c. **Refunds.** We do not refund any portion of the Bonney Beyond Membership payments.

7. **Home Improvement Agreement.** This Agreement summarizes your benefits as a Bonney Beyond Member. It is not a Home Improvement Agreement. If as a result of an inspection or otherwise, you decide to purchase materials or services from us, the Home Improvement Agreement between us shall govern our work in connection with that purchase and you shall be obligated to pay for that Work according to the terms and conditions in that Home Improvement Agreement. Your Home Improvement Agreement shall reflect your Bonney Beyond Discounts.

8. **Compliance with Laws.** The parties shall comply with all federal, state, county and local laws, ordinances and regulations.

9. ARBITRATION OF DISPUTES.

a. **Scope; Location.** To reduce the costs of this transaction and as a material component in determining the Price, the parties agree to arbitrate any disputes between them as set forth below. Any dispute, claim or controversy arising out of or relating to the Bonney Beyond Membership or the Bonney Beyond Limited Warranty, or the breach, termination, enforcement, interpretation or validity of this Agreement, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Sacramento, California before one arbitrator (the "Arbitrator"). The arbitration shall be held, and the award rendered, in English.

b. **Notice of Arbitration; Meetings.** If Bonney seeks to arbitrate a dispute with Owner, it shall deliver notice to Owner at the billing address for Owner set forth on the signature page to this Agreement. If Owner seeks to arbitrate a dispute with Bonney, it shall deliver notice to Bonney at 1101 Trade Center Drive, Rancho Cordova, CA 95670, and legal@bonney.com. Within thirty (30) days the parties shall meet and attempt to resolve their dispute. If the parties cannot resolve their dispute within thirty (30) days of that initial meeting, then the parties shall mutually select an Arbitrator as set forth below. Notwithstanding the foregoing, if the dispute involves the Bonney Beyond Limited Warranty, then the parties shall engage an Arbitrator who makes a determination within forty (40) days of the date Bonney receives notice of the dispute.

c. **Appointment of Arbitrator.** If the parties fail to agree on the Arbitrator, each party shall select an arbitrator and the two arbitrators shall agree on a third person who shall be the Arbitrator for the dispute(s) between the parties. The Arbitrator for disputes involving the Bonney Beyond Limited Warranty may be a general contractor or specialty contractor with subject matter expertise who is a neutral third party. The Arbitrator for all other disputes shall be a retired judge or someone else mutually acceptable to the parties.

d. **Arbitration Rules; Award; Judgment.** The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures or by a third party pursuant to rules mutually agreed to by the parties. The Arbitrator shall issue a written statement stating the disposition of each claim and the Arbitrator's award. The Arbitrator shall provide a concise written statement of the essential findings and conclusions on which the award is based. Judgment on the award may be entered in any court having jurisdiction. Notwithstanding the foregoing, the parties and the Arbitrator shall comply with U.S. 16 CFR Section 703.2, et seq., if the dispute involves a claim of breach of Warranty.

e. **Costs.** If Owner initiates arbitration, Owner shall be responsible for no more than \$250 of the cost of the arbitration. If Bonney initiates arbitration, Bonney shall be fully responsible for the costs of the arbitration. Notwithstanding the foregoing, each party is responsible for its own attorneys' fees, if any. Notwithstanding the foregoing, the parties and the Arbitrator shall comply with U.S. 16 CFR Section 703.2, et seq., if the dispute involves a claim of breach of Warranty.

f. **Owner's Rights.** This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. No party shall be precluded from seeking remedies in small claims court for disputes or claims that are within the scope of its jurisdiction. All remedies available to Owner by applicable federal, state or local law shall be available to Owner in arbitration.

g. **Mechanics' Liens.** Nothing in this Section 9 shall prevent Bonney from filing, acting upon, foreclosing up, or recovering pursuant to a mechanics' lien.

h. **NOTICE:** BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL.

BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAWS. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION.

OWNER'S INITIALS: _____

10. **Limitation of Liability.** In no event shall Bonney's aggregate liability arising out of or related to this Agreement or the Bonney Beyond Membership Agreement or any work related thereto, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the total amount paid by you to Bonney in connection with this Agreement over the five (5) years preceding the event that gave rise to your claim.

11. **Severability.** The invalidity of all or any part of any section of this Agreement will not render invalid the remainder of this Agreement or the remainder of that section. If any provision of this Agreement is so broad as to be unenforceable, this provision will be interpreted to be only so broad as is enforceable. If any provision of this Agreement is held by a court of competent jurisdiction, an arbitrator or referee to be invalid, void, or unenforceable, then the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way. In lieu of the provision held invalid, void, or unenforceable, there shall be added automatically as a part of this Agreement a provision as similar in terms to the illegal, invalid or unenforceable provision as may be legal, valid and enforceable.

12. **Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The parties consent to enter into this and other agreements electronically and to send and receive important legal notices electronically. The parties intend to be bound by the signatures on electronic, emailed or DocuSign-ed documents. Each party is aware that the other party will rely on the emailed or DocuSign signatures, and hereby waive any

defenses to the enforcement of the terms of this Agreement based on the use of an electronic signature. Emailed pdf, DocuSign, or other digitally signed copies shall be binding and enforceable as if the same were executed originals.

Your signature shall appear on the following page.

This Agreement is effective as of the date you sign below.

Owner

X _____

Print Name: _____

Date: _____

Owner's billing address/address for notices:

Email: _____