

## Services Agreement

### MMH Home Maintenance Inc. Services Agreement (Most Current Version as of July 1, 2009).

Thank you for choosing to use MMH Home Maintenance Inc. services. In this agreement (called this "Agreement"), "you" and "your" means you (the customer of the MMH Home Maintenance Inc. Services defined below). "MMH", "we", "our", and "us" means MMH Home Maintenance Inc. and any of our affiliates or sub-contractors authorized to provide you with maintenance services. "Services" means the maintenance service that we agree to provide to you pursuant to this Agreement and that are listed on our website at [www.MaintainMyHome.ca/services](http://www.MaintainMyHome.ca/services).

BY SUBSCRIBING TO THE SERVICES, YOU AGREE TO PAY THE CHARGES, AND OTHERWISE COMPLY WITH ALL OF THE TERMS AND CONDITIONS, IN THIS AGREEMENT. IF YOU DO NOT AGREE TO PAY THESE CHARGES, OR TO OTHERWISE COMPLY WITH ALL OF THE TERMS AND CONDITIONS IN THIS AGREEMENT, YOU CANNOT SUBSCRIBE TO THE SERVICES.

#### PART 1 - CHARGES AND PAYMENT

**1.1 General.** You agree to pay us for the Services. The amount you will pay is dependent upon a number of variables (e.g. size of your home; number of rooms; etc). A quote will be provided to you once you have completed a home assessment (online, in person or over the telephone, as applicable); this quote will form the basis of the annual amount you will pay us for the Services (called the "Annual Fee").

**1.2 Billing.** You may pay by cheque or credit card. If you choose to pay by cheque, full payment of the Annual Fee is due immediately. You should note that we will not begin providing the Services to you until your cheque clears. There is a fifty dollar (\$50.00) administrative fee for cheques returned for insufficient funds. If you choose to pay by credit card, the Annual Fee is payable monthly in twelve (12) equal instalments. You authorize us to charge your credit card on the first day of each month for each applicable instalment. All amounts paid by you are deemed to have been earned on the date on which they are paid and are non-refundable.

**1.3 Services Only.** The Annual Fee is for Services only. In some cases, additional materials not listed in

the Services may be required; upon your approval, the amount of such additional materials will be added to your account and charged to your next applicable Annual Fee installment. If you have paid your Annual Fee by cheque, the amount of such additional materials is due and payable immediately.

**1.4 Price Changes.** We may change the Annual Fee for Services from time to time. We will notify you of impending increases to the Annual Fee by posting a notice on our website (located at [www.MaintainMyHome.ca/contract](http://www.MaintainMyHome.ca/contract)) and by sending you an email to the email address provided when you subscribe to the Services. Increases to the Annual Fee are effective immediately upon being posted on our website; however, your Annual Fee will not increase until your current Term expires (i.e. increase becomes effective upon renewal for an additional Term).

**1.5 Home Assessment Quote.** If the information provided to us for assessing your home and providing a quote is incorrect or subsequently changes, we may modify the Annual Fee.

**1.6 Renewal.** This Agreement is for a one (1) year term (called the "Term"). The Term begins when

your payment for the Annual Services is processed or, in the case of payment by credit card, when your first instalment is processed (called the “Beginning of the Term”). For your convenience, and to ensure continuity of Service, this Agreement will automatically renew on each anniversary of the Beginning of the Term for an additional one (1) year term (each also called the “Term”). If you want us to stop automatically renewing this Agreement, you must contact us in writing at [renewal@MaintainMyHome.ca](mailto:renewal@MaintainMyHome.ca) and tell us so; we will not automatically renew this Agreement after you have done so.

**1.7 Cancellation or Revocation of Payment.** If payment is cancelled or revoked for any reason, you will not be able to book a maintenance visit until your account is brought up to date.

## **PART 2 - SERVICE**

**2.1 Services.** We will provide the Services to you over the course of three (3) visits during each Term. The Services that we will provide to you are listed on our website at [www.MaintainMyHome.ca/services](http://www.MaintainMyHome.ca/services).

**2.2 Seasonal Maintenance.** In addition to the Services, we will provide you with two (2) seasonal maintenance visits. These seasonal visits consist of: (i) a visit in April or each year to turn on exterior water faucets and to attach your garden hose; and, (ii) a visit in September of each year to turn off exterior water faucets and to remove and drain your garden hose.

**2.3 Maintenance Service Only.** The Services provided are preventative maintenance services only. We do not perform any repair or renovation services; however, we may provide you with a referral for any such services, at your request. Any referral to a service-provider that we provide to you is an introduction only; we do not make any representation and/or warranties as to the services or qualifications of the service-provider, nor will we be liable in any manner for any of the services that they provide to you.

**2.4 Changes to Services.** The Services are subject to

our ability to provide such services to you. We reserve the right to withdraw our Services, or to modify the Services, or to modify the terms and conditions for Services, by posting a notice on our website (located at [www.MaintainMyHome.ca/contract](http://www.MaintainMyHome.ca/contract)). If you wish to cancel this Agreement because of a change to the Services, you can do so by contacting us in writing at [cancel@MaintainMyHome.ca](mailto:cancel@MaintainMyHome.ca) and telling us you wish to cancel within ten (10) days of us posting the notice on our website.

**2.5 Full Access to Home.** In order to provide you with the Services, we require full access to your home; you agree to grant us full access to your premises during each Scheduled Visit.

**2.6 Requirements for Provision of Services.** We reserve the right to not provide any or all of the Services if, in our opinion, it is unsafe to do so. We will inform you of the reason(s) for which we feel that it is unsafe for us to provide the Services.

**2.7 Household Pets and Animals.** All pets must be secured in a travel crate or in a separate area of your home during each Service Visit. We reserve the right to not provide any or all of the Services if pets are not properly secured, and you will not receive a credit or refund.

## **PART 3 - SCHEDULING SERVICE VISITS**

**3.1 Scheduled Visits.** You are entitled to one (1) visit per service period for each Term (each a “Service Visit”). The service periods consist of:

- (i) “Service Period A” from May to August of each year;
- (ii) “Service Period B” from October to December of each year; and,
- (iii) “Service Period C” from January to March of each year.

**3.2 Booking Service Visits.** You are responsible for booking a Service Visit for each service period. You can book your Service Visit through our website at [www.MaintainMyHome.ca/booking](http://www.MaintainMyHome.ca/booking). You can only book a Service Visit for the next applicable service

period; we will notify you by email at the email address provided to inform you of when you can start booking Service Visits for each service period.

**3.3 Adult Must be Present.** An adult over the age of eighteen (18) authorized by the home-owner must be present at all times during each Service Visit. We will not provide any Service unless an adult is present.

**3.4 No Guarantee as to Available Dates.** Service Visits are booked on a 'first-come, first-serve' basis. We recommend that you book your Service Visits as soon as possible upon receiving notification that Service Visits can be booked. We are not responsible if your desired Service Visit date is not available, nor will you receive any credit or refund if this is the case.

**3.5 No Carry-Over.** Service Visits not scheduled during an applicable service period expire and cannot be carried forward to future service periods. You will not receive any credit or refund if you fail to book a Service Visit during an applicable service period.

**3.6 Seasonal Maintenance.** You are not required to book an appointment for a seasonal visit to have your water turned on/off and hose attached/removed. These seasonal maintenance services will be provided in April and September, respectively. We will notify you by email at the email address provided to let you know the date on which will be providing these seasonal maintenance services.

**3.7 Cancelling a Service Visit.** You may cancel a Service Visit through our website at [www.MaintainMyHome.ca/booking](http://www.MaintainMyHome.ca/booking). If you cancel at least 72 hours prior to your scheduled Service Visit, you will be permitted to re-schedule an alternate Service Visit during the service period. If you do not cancel at least seventy two (72) hours prior to your scheduled Service Visit, or if you are not at home during the scheduled Service Visit, you will not be able to re-schedule an alternate Service Visit during the service period, nor will you receive any credit or refund.

**3.8 Fifteen (15) Minute Grace Period.** You are

required to be present at your home at the scheduled time for your Service Visit. If you are not there at the scheduled time, our technicians will wait fifteen (15) minutes; after fifteen (15) minutes, you will be deemed to have cancelled your Service Visit and will not be able to re-schedule an alternate Service Visit, nor will you receive any credit or refund.

**3.9 MMH Cancellation.** Sometimes circumstances beyond our control means that we cannot make a Service Visit. We reserve right to alter scheduled Service Visits. If we need to alter a scheduled visit, we will tell you at least seventy two (72) hours prior to your Service Visit.

## **PART 4 - SUSPENDING AND CANCELLING THE SERVICES**

**4.1 Cancellation of the Services.** You may cancel the Services at any time by contacting us in writing at [cancel@MaintainMyHome.ca](mailto:cancel@MaintainMyHome.ca) and telling us you wish to cancel. You will be billed for the remainder of the Term. If you have any Service Visits remaining during the Term, you are entitled to use them.

**4.2 Failure to Pay.** If your payment is cancelled or revoked for any reason, the Services will be suspended and you will be restricted from scheduling a Service Visit until such time as your balance is brought up to date. If your Services are suspended resulting in your not scheduling a service visit within a period, you will forfeit that service visit and will not receive a make-up visit, credit or refund. In addition to suspending the Services and restricting your ability to schedule a service visit, we may cancel the Services and this Agreement. If we do so, you will still be responsible for paying the Annual Fee to us. You will also be responsible for any reasonable costs we incur (including legal fees) to collect amounts owed to us.

## **PART 5 - LIMITATIONS OF LIABILITY**

**5.1 NO WARRANTY.** ALL SERVICES PERFORMED PURSUANT TO THIS AGREEMENT ARE PERFORMED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER. THE SERVICES WE PROVIDE ARE

MMH Home Maintenance Inc.  
o/a Maintain My Home  
Current as of July 1, 2009

PREVENTATIVE MAINTENANCE; HOWEVER, WE CANNOT AND DO NOT GUARANTEE THAT THE EQUIPMENT/APPLIANCES ON WHICH WE PERFORM MAINTENANCE WILL NOT FAIL AND/OR BREAK, NOR DO WE REPRESENT THAT OUR SERVICES WILL EXTEND THE LIFESPAN OF ANY SUCH EQUIPMENT/APPLIANCES. TO THE EXTENT PERMITTED BY LAW, WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, ARISING BY LAW OR OTHERWISE, REGARDING THE SERVICES, INCLUDING IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

**5.2 LIABILITY LIMITED.** WE ARE NOT LIABLE UNDER ANY CIRCUMSTANCES, PURSUANT TO THIS AGREEMENT OR OTHERWISE, FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF WE HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES. OUR LIABILITY, FOR ANY REASON AND UPON ANY CAUSE OF ACTION, IS LIMITED TO THE ANNUAL FEE PAID BY YOU FOR THE IMMEDIATELY PRECEDING TERM. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS. THE FEES FOR THE SERVICES SET BY US PURSUANT TO THIS AGREEMENT HAVE BEEN AND WILL CONTINUE TO BE BASED UPON THIS ALLOCATION OF RISK: ACCORDINGLY, YOU RELEASE US FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THE LIMITATION STATED IN THIS SECTION.

## **PART 6 - MISCELLANEOUS**

**6.1 No Third Party Rights.** This Agreement does not provide any third party with a remedy, claim, or right of reimbursement.

**6.2 Acts Beyond Our Control.** Neither you nor we will be responsible to the other for any delay, failure in performance, loss or damage due to fire, explosion, power blackout, earthquake, volcanic action, flood, the weather elements, strike, embargo, labor disputes, civil or military authority, war, acts of God, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond our reasonable control, except that you must pay for any and all Services provided.

**6.3 Assignment.** We can assign all or part of our rights or duties under this Agreement without notifying you. If we do that, we have no further obligations to you. You may not assign this Agreement without our prior written consent.

**6.4 Notices.** Notices from you to us or from you to us must be provided as specified in this Agreement.

**6.5 Severability.** If any part of this Agreement is found invalid, it shall be severed and the rest of the Agreement will remain valid and enforceable.

**6.6 Governing Law.** This Agreement is governed by and to be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. You irrevocably submit to the exclusive jurisdiction of the courts of the Province of Ontario.

**6.7 Entire Agreement.** This Agreement (which incorporates by reference any other documents referenced herein) constitutes the entire agreement between us and supersedes all prior agreements, understandings, statements or proposals, and representations, whether written or oral. No written or oral statement, advertisement, or service description not expressly contained in the Agreement will be allowed to contradict, explain, or supplement it. Neither you nor MMH is relying on any representations or statements by the other party or any other person that are not included in this Agreement.