



## GuestPlus, LLC.

# Vacation Rental Service Contract Plan

(Form No. GP-UT-SC-001)

Your participation in, and payment for, the subscription services includes your participation in GuestPlus's Vacation Rental Service Contract Plan (the "Service Contract Plan"). By participating in the Service Contract Plan, you are agreeing to the terms of the Service Contract Plan, as detailed below, in addition to your agreement to the Terms of Service related to GuestPlus's products and services.

Service Contract Provider and Seller: GuestPlus, LLC

Service Contract Holder: \_\_\_\_\_ (Name) as the property owner (upon your paid subscription on a month to month basis.)

Purchase Price: Your monthly subscription amount (either \$69 or \$99 per month, whichever you chose when you sign up.)

Deductible: \$100 per incident

The terms of GuestPlus's Service Contract Plan are:

## 1.0 Eligible Properties

1.1 Commercial Vacation rental properties which are covered by a paid and effective subscription offered by GuestPlus also participate, as part of that paid subscription, in the Service Contract Plan.

1.2 Only properties used for commercial vacation rental purposes which are covered by a paid subscription ("Eligible Properties") are eligible to participate in the Service Contract Plan. Properties not covered by a paid subscription, even if the owner of the property has enrolled another of the owner's properties under a paid subscription, are not Eligible Properties. Each property must be subject to own paid subscription. Coverage only applies to the owner of the Eligible Property and is not transferable or assignable. New owners of an Eligible Property must obtain separate coverage, and an owner selling an Eligible Property shall no longer have coverage under this Plan at the end of the month in which the Eligible Property is sold to a new owner.

1.3 Properties used as personal residences by either an owner or a renter, including, but not limited to, single-family or dwellings, individual condominium units, town houses and modular homes, multi-family dwellings, duplexes, and multiplexes, if the same are used as a personal residence and are not used as a commercial vacation rental property, are not Eligible Properties and are not eligible to participate in the Service Contract Plan.

1.4 Commercial properties used for purposes other than vacation rentals also are not entitled to participate in the Service Contract Plan. Examples of such excluded properties are residential properties used for business purposes, including, but not limited to, dwellings used for rest homes, day care centers, schools and/or professional offices.

1.5 Also, common areas of any property, commercial or otherwise, and any items of personal property located on such common areas, are not subject to participation in the Service Contract Plan.

## **2.0 Scope of Coverage**

2.1 The Service Contract Plan covers certain items of personal property ("Covered Items"): (1) owned by the owner of an Eligible Property; (2) located

in the Eligible Property; (3) accidentally damaged from handling while located in the Eligible Property; and, (4) such damage results from reasonable and expected use of the item in connection with the commercial-vacation-rental purpose of the Eligible Property. This plan does not cover pre-existing damage to Covered Items. Damage must occur in a month in which coverage is in effect as a result of the payment of a subscription for that month by the owner of the Eligible Property.

2.2 If a Covered Item is accidentally damaged from handling and such damage or destruction occurs while the Covered Item is being used reasonably and as part of the expected use of the item in connection with the commercial-vacation-rental purpose of the Eligible Property, GuestPlus will either pay the "Repair Cost," as defined herein, for the Covered Item, or the "Replacement Cost," as defined herein, for the Covered Item. GuestPlus shall have the sole discretion to choose between paying for the Repair Costs or the Replacement Cost of items eligible for such payments. However, if a damaged item cannot be repaired, in GuestPlus's estimation, to put the item in reasonable usable condition, GuestPlus will pay the Replacement Cost of the eligible item.

GuestPlus shall have the sole discretion to determine if any damage to a Covered Item is eligible for payment under the terms of the Service Contract Plan and may deny any claim for payment of Repair Costs or Replacement Costs if it determines a claim does not meet the requirements for payment under the terms of this Service Contract Plan.

2.3 The Service Contract Plan provides for the payment of the designated Repair Cost or Replacement cost of an accidentally damaged Covered Item only, without regard to the value of the Covered Item at the time it is damaged or destroyed. No payment above the designated amounts set forth the *List of Covered Items* will be made for any Covered Item.

### **3.0 Limitations on the Scope of Coverage**

3.1 The Service Contract Plan only covers Covered Items within an Eligible Property which are accidentally damaged from handling during a month in which a subscription to the Service Contract Plan has been paid in full.

3.2 The Service Contract Plan is not a residential “home Service Contract” and does not cover repair or replacement of an Eligible Property’s major components, such as the furnace, HVAC, plumbing, computer network, electrical systems, solar, wind or hydro energy systems, swimming pools, spas, hot tubs or similar systems. The Service Contract Plan does not cover water heaters, or any item not listed on the *List of Covered Items*.

3.3 The Service Contract Plan is not “homeowner insurance” or any other kind of insurance and does not cover major perils such as fires, hail, property crimes, and water damage that could affect the entire structure or the homeowner’s personal possessions.

3.4 The Service Contract Plan is not “renter’s insurance” and does not cover the personal property of your guests, renters or their guests.

3.5 Personal Property within the Eligible Property which is leased, rented, subject to any purchase plan, or otherwise not owned by the owner of the Eligible Property is not covered by the Service Contract Plan.

3.6 The Service Contract Plan does not cover repair or replace malfunctions covered by a manufacturer, distributor, builder, or an extended Service Contract.

3.7 Coverage for repair of Covered Items does not include routine maintenance. The property owner is responsible for all such maintenance specified by the manufacturer.

3.8 The Service Contract Plan does not cover item of personal property containing, using, or related to relating to any hazardous or toxic material including, but not limited to, acids, asbestos, lead and lead based products,

red-tagged units, gas leaks, carbon monoxide leaks, and any other hazardous contaminants.

3.9 The Service Contract Plan does not cover repair or replacement of Covered Items to meet current or amended building or zoning code requirements or to correct for code violations including when the Replacement of a Covered Item is necessary.

3.10 The Service Contract Plan does not cover the costs of removal or disposal of any accidentally damaged Covered Item.

3.11 GuestPlus will not be liable for any violations of federal, state and local laws, regulations or guidelines and will not perform repairs or replacements that violate any current federal, state and local laws, regulations or guidelines.

## **4.0 What Items Are Covered**

4.1 Only items of Personal Property specifically identified in the *List of Covered Items* are Covered Items under the terms of the Service Contract Plan. GuestPlus reserves the right to add items to, and remove items from, the *List of Covered Items* as GuestPlus deems appropriate. Subscribers must review the *List of Covered Items* to confirm the status of Covered Items under the terms of the Service Contract Plan.

4.2 While all claims under the Service Contract Plan require documentation proving the accidental damage from handling of the Covered Item for which a claim is made, GuestPlus's payment Repair Costs and Replacement Costs for Covered Items for claims exceeding \$3,000 per month for Covered Items damaged or destroyed within the same one-month period may require, at GuestPlus's discretion, documentation such as, but not limited to, police reports regarding circumstances surrounding the damage which may involve criminal conduct.

4.3 The Service Contract Plan does not cover any item of personal property not included in the *List of Covered Items*. GuestPlus has the sole right under the terms of Service Contract Plan to determine the applicable character and category of Covered Items the item for which Repair Costs or Replacement Costs are sought.

## **5.0 Making a Claim**

5.1 To make a claim for Repair Costs or Replacement Costs under the Service Contract Plan, an owner of an Eligible Property must contact GuestPlus within 48 hours of learning of the damage to a Covered Item, fill out a *claim form* and provide at least the following information:

1. The date and approximate time of the incident which resulted in the accidental damage from handling of the Covered Item;
2. A description of the Covered Item accidentally damaged from handling sufficient to identify the particular Covered Item and distinguish it from similar Covered Items;
3. The location of the incident which resulted in the accidental damage from handling of the Covered Item, including the identification of the Eligible Property in which the Covered Item was used located;
4. Contact information for the owner the Eligible Property;
5. A description of the incident which resulted in the accidental damage from handling of the Covered Item; and,
6. Photographs of the damaged to Covered Item.

5.2 Insufficient information regarding a claim may delay the processing of the claim by GuestPlus or may result in the denial of the claim. Claims for repairs require prior approval. To obtain such approval, contact GuestPlus, toll free, during normal business hours at 855-483-7877 (855-GUESTP). Emergency repair may be reimbursed . An emergency repair is a repair performed outside the company's normal business hours. All requests for repairs require compliance with paragraph 5.1 above. The failure to give timely notice of loss does not invalidate a claim if it was not reasonably possible to provide notice within the time prescribed above.

5.3 The owner of the Eligible Property making a claim agrees to cooperate in the adjudication of any claim, including but not limited to: allowing the representative of GuestPlus the right to inspect damaged property or the premises at any time, and providing documents, correspondence, invoices, receipts and photographs as requested by GuestPlus.

5.4 By submitting a claim, the owner of an Eligible Property represents and warrants that the information submitted by the owner in connection with the claim is accurate and true and that the damage to the Covered Item occurred during a month in which a subscription fee was paid and at the time the damage occurred the Covered Item was: (1) owned by the owner of an Eligible Property; (2) located in the Eligible Property; (3) accidentally damaged from handling while the located in the Eligible Property; and, (4) such damage results from reasonable and expected use of the item in connection with the commercial-vacation-rental purpose of the Eligible Property.

## **6.0 Cancellation; Termination of Coverage**

6.1 GuestPlus reserves the right to pause, or terminate (termination shall have the same meaning as cancellation upon the applicable provisions of Utah law), an account's participation in the Service Contract Plan as it, in its sole discretion, determines based upon any one or more of the following reasons:

6.1.1 Any substantial breach of these terms by a subscriber.

6.1.2. Any material misrepresentation by the subscriber.

6.1.3. Abuse of coverage by the subscriber after this contract has been in force for a period of 60 days will not be grounds for cancellation.

6.1.4. Non-payment of the monthly subscription fee.

6.2 For purposes of clarity, within the first 60 days of term of this contract, GuestPlus has the right to cancel this contract for any reason with a 10-day written notice. After such 60-day period, GuestPlus has the right to cancel this Contract due to nonpayment, material misrepresentation, substantial change in risk or substantial breaches of contractual duties, conditions or warranties by you, the subscriber. Termination after the 60-day period noted above for the reasons stated in paragraphs 6.1.1 through 6.1.3 above shall be effective upon 30 days written notice. Termination for non-payment of the subscription fee shall effective upon 10 days written notice. Notice by US mail, overnight delivery service or email shall be deemed written notice. Non-payment of the subscription fee terminates coverage under the Service Contract effect as of the date of non-payment.

6.3 If GuestPlus terminates coverage for an Eligible Property under Service Contract Plan before the end of any month, GuestPlus will refund a prorated portion of the subscription fee for unused portion of the month of termination.

## **7.0 Other Provisions of the Service Contract Plan**

7.1 These terms of the Service Contract Plan supplement GuestPlus's Terms of Service which link to this Service Contract Plan. Subscribers participating in the subscription services offered by GuestPlus are subject to both the Terms of Service and the terms of the Service Contract Plan.

7.2 GuestPlus has the right to amend or revise the terms of the Service Contract Plan, as well as the Terms of Service, at any time at its discretion and subscribers to GuestPlus subscription services are deemed to be bound by any changes to the Terms of Service or changes to the Service Contract Plan.

7.3 If any provision of the Service Contract Plan is held invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall in no way be affected or impaired thereby.



7.4 The Service Contract Plan provides for the Repair Costs or Replacement Costs detailed in the Service Contract Plan, and by participating in the Service Contract Plan a subscriber to the Service Contract Plan agrees that GuestPlus has no liability to the subscriber for any consequential damage the subscribers may incur in connection with damage to or destruction of a Covered Item, and agrees that any claim the subscriber may have for damages for any breach of the terms of the Service Contract Plan by GuestPlus is limited to the monthly subscription fee actually paid by subscriber in the month in which the claim breach occurred.

7.5 GuestPlus may, at its discretion, modify the terms of these terms, and if it does any such modification shall only be effective starting in the month immediately following such modification.

7.6 In the event of any dispute or controversy arising out of or relating to the Service Contract Plan, the subscriber agrees to file a written statement outlining its dispute emailed to GuestPlus at [info@GuestPlus.com](mailto:info@GuestPlus.com), and to allow GuestPlus 30 calendar days to respond to subscriber's statement prior to subscriber taking any other action.

7.7 This service contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

7.8 Coverage afforded under this contract is not guaranteed by the Property and Casualty Guaranty Association