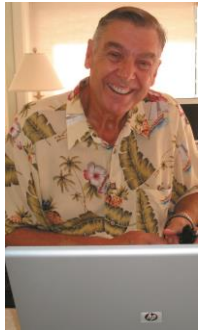


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TCSP

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RESIDENTIAL



BUSINESS PROPERTIES

Plan Coverage and Terms

1. PLAN COVERAGE. This plan covers: A. Receiving a Service request from you; B. assistance defining your service request scope of work; C. helping you find the appropriate Service Contractor (SC) to complete your Service request; and D. Service Call Dispute management. CPC will not provide service until all past due Service Call Fees and Plan Fees are paid in full. NOTE: This Plan is only valid for one property address as designated by you.

2. SERVICE REQUESTS VIA TELEPHONE. This plan covers accepting telephone service requests from 8 AM to 4 PM Monday thru Friday (Normal business hours) at no cost to you, including assisting you in defining the scope of work for your project. CPC will accept emergency requests outside of the Normal business hours. However, if said request is deemed a non-emergency a service fee may apply;

3. SERVICE REQUESTS VIA EMAIL. This plan covers accepting email Service Requests 24 hours a day, 7 days a week at no cost to you, including assisting you in defining the scope of work for your project.

4. SERVICE REQUEST ASSISTANCE ON-SITE. This plan, when requested by you, covers assisting you in determining the scope of work for you project On-Site. This plan covers On-Site assistance for CPC discounted Construction Management fees. You are required to pay this On Site assistance fee upon completion of each On-Site consultation or as designated by CPC.

5. SERVICE REQUEST ASSISTANCE. This plan covers assisting you in defining the scope of work for your project. Telephone and email assistance is limited to one time assistance for each service request. Assistance may include a telephone conversation and/or email communication. This plan covers CPC discounted Construction Management fees for additional assistance as requested by you.

6. DISCOUNTED CONSTRUCTION MANAGEMENT FEES. This plan covers providing discounted Construction Management fees when specifically mentioned herein. The discounted hourly rate shall be 15% less than the currently published respective hourly rates on the United States Department of Labor Bureau of Labor Statistics Web Site. Any travel time will be billed at one half of the hourly rate and any parking fees at actual cost. You may request a written Construction Management Cost proposal or Agreement.

7. SERVICE CONTRACTOR'S AND FEES. When requested by you CPC may assist you in finding a SC, but CPC is not required to do so. Said SC may or may not be enrolled in CPC's TCSP for Service Contractors.

The SC appointment shall be scheduled between you and the SC. CPC will accept your request to expedite scheduling of non-emergency services. If CPC agrees to expedite finding a SC for a non-emergency service request, you may be required to pay an additional fee. You are required to pay any SC Fees directly to the SC upon completion of the work.

8. WORK SATISFACTION GUARANTEE. Upon completion of the work CPC strongly recommends only paying the SC's fee after you accept and are completely satisfied with the work. CPC will make every effort to enforce defective or failed work within 60 days or within prevailing legal statutes (whichever is longer) and to repair said defective work or failure at no additional cost to you.

9. SERVICE CALL DISPUTE MANAGEMENT. This plan covers handling any dispute or controversy between you and the SC during the service call relating to price, defective or failed work, workmanship, or quality of work. If you disagree with a repair solution you have the right to obtain a second opinion from a Contractor of your choice and at your expense. In the event that the outcome of the second opinion is different, then you may, in your discretion, decide which of the two solutions and/or Contractor's to complete the work. If you request a second opinion, you may be responsible for the payment of any additional SC Fee but only if the outcome of the second repair solution is the same as the initial opinion.

10. GENERAL PLAN COVERAGE EXCLUSIONS. This plan does not cover:

- A. Construction Documents such as drawings, specifications and contracts
- B. Construction Management and consulting services except where specifically covered in his plan
- C. CPC is not responsible or liable for performing service, or paying remediation costs, involving hazardous or toxic materials
- D. In regard to mold, mildew, bio-organic growth, rot, fungus, or pest damage, CPC is not responsible or liable for:
 - 1. Diagnosis, removal or remediation of such conditions; or
 - 2. Repairs or replacements necessitated by such causes.
- E. You may be charged an additional fee by the SC if:
 - 1. Building permits are required;
 - 2. Existing Unforeseen conditions; and any Building department requirements not included in any Contract Documents between you and the SC.

10. GENERAL PLAN LIMITATIONS. CPC will not be liable for any violations of federal, state and local laws, regulations or guidelines prior to the beginning of this plan and will not perform repairs or replacements that violate any current federal, state and local laws, regulations or guidelines. CPC is not responsible or liable for any delay in service or failure to provide service caused by conditions beyond CPC's control.

11. PLAN EFFECTIVE DATE. Enrollment in this plan shall become effective immediately upon paying the payment option. Internet access is not required to enroll.

12. PLAN TERMINATION BY CPC. This plan may be terminated by CPC for the following reasons: A. Nonpayment of plan fees or other breach of these terms by the customer; B. Change in laws or regulations that has a material effect on the business of CPC or CPC's ability to fulfill its obligations under this plan. In the event you threaten to harm or actually harm the safety or well-being of: (1) CPC; (2) any employee of CPC; or (3) any property of CPC. In the

event you breach these terms any other obligation under this plan, CPC may refuse to provide service to you and may cancel this plan.

13. PLAN TERMINATION BY YOU. You may terminate this plan at any time and for any reason. However, if the customer or CPC cancels the plan within the first 30 calendar days following the Plan Effective Date: A. if CPC has not provided the first Service Request assistance, the customer will receive a full refund of all plan fees paid; and B. if CPC has provided the first Service Request assistance the customer will not receive a refund because CPC fees are usually saved on the first Service Request assistance given.

14. TRANSFER OF PLAN OWNERSHIP If the covered property changes ownership during the contract term, you are required to contact CPC to transfer coverage to the new owner. Transfer fees may apply.

15. INDEMNIFICATION You agree to defend, indemnify and hold harmless CPC and all persons in CPC'S firm of and from any and all liability, claims, loss, damage, action, demand or injuries to any person or to property arising from or connected with the performance of or failure to perform any of the duties, powers, or authorities herein or hereafter granted to CPC, except to the extent due to negligence of CPC or any person in CPC'S firm.

16. PLAN COST AND PAYMENT OPTIONS This plan offers Monthly and Annual payment options.

Circle the monthly or annual payment option of choice.

The monthly payment plan is 6 months minimum and monthly payments thereafter.	Monthly	Six Month Minimum	Annually
Regular	\$15.00	\$90.00	\$144.00
Senior (over 65)	\$13.00	\$78.00	\$126.00

17. PAYMENT TYPES A. Pay Pal – Payments can be processed using the CPC payment system (Sign in is required); or B. CHECK – Made payable to “Ponta, Inc.” and mailed to: 1777 Ala Moana Blvd. #734, Honolulu, HI 96815. Returned check fees in the amount of \$35.00 will apply (Sign in is not required).

End of Plan Coverage and Terms

Owner's Name _____

Property Street Address _____

City _____

State _____

Zip Code _____

Please sign me up on Constructionplace.com