



WILDFIRE HOME PROTECTION AGREEMENT

INSPECTION | MONITORING | PROTECTION

2240 AUTO PARK WAY
ESCONDIDO, CA 92029
WWW.CAPSTONEFIRE.COM
(619) 456-1880

Terms & Conditions

1. **Provision of Services.** Upon execution of this contract, Capstone will provide the services as described below for each program offering. At no time should Capstone's service be a substitute for 9-1-1 emergency services.

a. Essential Program

- i. Home Inspections will assess the fire risk and the property's history, roads, and access points. They will inspect the roof, structure, materials, surrounding hazards, and defensible space areas.
- ii. Home Inspection Report will be provided to the homeowner, detailing the findings and recommendations for mitigating fire risk.
- iii. Long-Term Retardant (LTR) application will be applied to non-irrigated areas to create a protective barrier to slow the advance of the fire. The LTR used is safe for application on trees, shrubs, grasses, and other types of vegetation. It has undergone rigorous testing by the Federal Government and has been confirmed safe for people, pets, and the environment. The water-based LTR continues to offer exceptional protection until it is washed away or after 4" of rainfall. Areas treated are at the discretion of the crew. To ensure adequate coverage the product is tinted blue which will fade within the first two weeks of the product being applied.

b. Elite Program

- i. Includes Home Inspections, Home Inspection Report, and Long-Term Retardant Application, as listed above and the following:
- ii. 24/7/365 Monitoring and Dispatch Service, Capstone will utilize a Third-Party Vendor to monitor active wildfires and alert us of the incident. Email notifications will go out to the customer notifying them of the risk. Capstone will assess and prioritize properties for response in active wildfire incidents according to its discretion, including but not limited to analysis provided by a third-party monitoring company that uses artificial intelligence and other tools to predict fire impacts. Capstone will validate assess field conditions as part of the response.
- iii. Response will include a Wildland Fire Engine designated as a "non-emergency" provider. All equipment meets and surpasses the federal standards for Wildland Fire Apparatus. Capstone's responding crew will perform triage of the property which may include removing combustible hazards, leaf debris, seal off vents, and may apply fire gel to the structure as necessary. Industry standard, best efforts will be made to protect life safety and property, however, there is no guarantee that Capstone will save the property from damage or destruction and Capstone retains discretion with respect to all decisions relating to protection.

2. **Standards.** Capstone shall provide the services to Customer as described in this Wildfire Home Protection Agreement (the "Services") in accordance with these Terms. Capstone will perform the Services in a timely, competent, and workmanlike manner using its reasonable discretion in the provision of the Services.

3. **Fees.** Customer shall pay the fees set forth in the Wildfire Home Protection Agreement. All programs are subject to price increase at renewal. All agreements will be on an auto-renewal basis unless cancelled 30 days prior to the renewal date.

4. **Indemnification.** Each party will defend, indemnify and hold the other party harmless from and against all liability, claims and costs resulting from or alleged to result from any negligence or willful misconduct of the indemnifying party related to the performance of this Agreement. In the event of any such claim, the party to be indemnified shall provide notice to the other party as soon as reasonably possible.

5. **Insurance.** Capstone represents that it has and will maintain automobile insurance, general liability insurance, and professional liability insurance all in minimum amounts that are customary and usual within the industry and workers' compensation insurance in the statutory required

amounts.

6. **Limitation of Liability.** To the fullest extent permitted by law, Capstone's liability for any claim arising out of or relating to the Services shall be limited to the amount paid by customer for such Services. In no event shall Capstone be liable for any indirect, incidental, consequential, special, or punitive damages, even if advised of the possibility of such damages.
7. **Force Majeure.** Capstone shall not be considered in breach of this Agreement to the extent that performance is prevented by an event of Force Majeure that arises after the Commencement Date. "Force majeure" means any act, omission or circumstance occasioned by any acts of God, acts of public enemies, wars, blockades, insurrections, riots, earthquakes, volcanoes, fires, storms, floods, disasters, sabotage, regulatory changes, extended weather conditions that broadly affect delivery of services, diseases, public health emergencies, pandemics (e.g., COVID-19), endemics, travel bans, domestic or international restrictions on travel, or acts of governmental bodies or other events or circumstances not within the reasonable control of Capstone.
8. **Relationship.** In the performance of this Agreement, each party hereto shall be, as to the other, an independent contractor and neither party shall have the right or authority, express or implied, to bind or otherwise legally obligate the other. Nothing contained in this Agreement shall be construed to constitute either party assuming or undertaking control or direction of the operations, activities or medical care rendered by the other. Capstone and Customer administrative staff shall meet on a regular basis to address issues of mutual concern related to the provision of Services and the parties' respective rights and obligations hereunder.
9. **Laws and Regulatory.** To the extent applicable, the parties: (a) will comply in all material respects with all applicable federal, state and local laws and regulations including, the federal Anti-kickback statute; (b) represent and warrant that it is not the intent of either party that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement and any remuneration set forth in this Agreement is fair market value and negotiated at arm-length; (c) will comply with the provisions under the Health Insurance Portability and Accountability Act of 1996 and its regulations; (d) acknowledge that if it is a cost reporting entity that it has been informed of, and will fully and accurately account for, and report on its applicable cost report, the total value of any discount, rebate or other compensation paid pursuant to this Agreement in a way that complies with all applicable federal, state and local laws and regulations that establish a "Safe Harbor" for discounts; (e) represent and warrant that neither it nor any practitioner who orders or provides services on its behalf has been convicted of any conduct that constitutes grounds for mandatory exclusion under any federal or state law and each party further represents and warrants that it is not ineligible to participate in federal or state health care programs or in any other federal or state government payment program; (f) will make available to the other a copy of its code of conduct, anti-kickback policies and other compliance policies, as may be changed from time-to-time; (g) represents and warrants that neither it nor any of its officers or directors have been convicted of a crime against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (h) represent and warrant that it and its personnel are and, shall at all times during the term of this Agreement be, properly credentialed, licensed, certified and in good standing in accordance with all applicable federal, state, and local laws and regulations; and (i) will notify the other party immediately but no less than five (5) days of any actual knowledge contrary to the requirements set forth in this section.
10. **Miscellaneous.** This Agreement: (a) constitutes the entire agreement between the parties with respect to the subject matter, superseding all prior oral or written agreements with respect to the subject matter; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent of the other party (except to affiliates, parents or subsidiaries), such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties and their respective successors and

permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the state where the services are rendered, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein; (f) this Agreement may be executed in several counterparts (including by DocuSign or other electronic means), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; (g) this Agreement shall not be effective until executed by both Parties; (h) if any term or provision of this Agreement is declared to be illegal, invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, the illegality, invalidity or unenforceability shall not affect the validity of the remainder of this Agreement, and to the extent permitted by applicable law, any such term or provision shall be restricted in applicability or reformed to the minimum extent for such to be enforceable; and (i) except as otherwise provided herein, no waiver of any of the provisions of this Agreement shall be valid or effective unless in writing and signed by the Parties hereto; and no waiver of any breach or condition of this Agreement shall be deemed to be a continuing waiver or a waiver of any other breach or condition. The Parties represent and warrant that they have not relied upon any prior or contemporaneous writings, negotiations, proposals, agreements, communications, discussions or representations. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING BETWEEN THE PARTIES AND ARISING UNDER THIS AGREEMENT.