

**MAINTENANCE/TUNE UP TERMS AND CONDITIONS**

**A) Broward Factory Service (Company) agrees to:** (1) make reasonable efforts to schedule, gain access to and inspect the equipment in accordance with the contract; (2) make available, upon request, a completed copy of the service inspector's report after each inspection at the property; (3) provide priority dispatching in accordance with the contract; (4) provide repair service as needed between inspections at prevailing rates minus any applicable discounts; (5) provide the Customer with discounts on new equipment installation in accordance with the contract.

**B) Customer agrees to:** (1) respond promptly to Company requests for access to the property for inspections; (2) arrange for reasonable and timely access to dwelling and common areas necessary to perform service; (3) provide clear access to the equipment to be serviced and move any obstructions themselves. The Company assumes no risk of any damage resulting from the moving of the obstruction or the equipment by Company technicians; (4) permit use of your common building maintenance tools such as ladders, etc.; (5) take full responsibility for managing subject property including regular inspections of equipment, thermostat, drain lines, etc. in unoccupied property; (6) provide at least 24-hours notice of cancellation of appointments.

**C) Exclusions:** It is agreed that the following items are not part of this contract and that the Company shall not be liable, therefore, for maintenance, repair or adequacy thereof but not limited to: (1) ductwork or insulation; (2) repair or replacement of water supply, drain or drain lines and refrigeration lines; (3) all electrical wiring and circuit breakers; (4) moving or relocating equipment or related systems; (5) additions or alterations to the design of the equipment or related systems; (6) any and all repairs to equipment; (7) the furnishing of water treatment on water-cooled systems; (8) any labor, material and parts not specifically stated in the agreement; (9) damages caused by phase losses, voltage surges or other power supply irregularities.

**D) General Conditions:** (1) This contract will become effective when paid in full; (2) The party executing this agreement acknowledges having the authority to bind the property, corporate or business Customer; (3) The Company shall not be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature (including rain, fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), terrorist activities, labor dispute, strike, lockout or interruption or failure of electricity or telephone service; (4) This contract will remain in effect until terminated by either party in accordance with the provisions thereof; (5) The Company or Customer may cancel this contract at any time by written notification. Upon cancellation, the Company will, within 30 days, issue a prorated refund after deducting a \$25 handling fee and after deducting the retail value of any services or discounts delivered under this contract. Priority dispatching service delivered will be valued at \$100 over normal dispatch fees for refund calculation purposes; (6) The Company will not be responsible for any loss, damage or injury resulting from delay or failure in rendering service under this contract; (7) The Company is not liable for any damage to property, including but not limited to flooring, carpeting, linoleum or any other floor covering, resulting from failure, breakdown or operation of subject equipment or related systems; (8) If the Customer does not provide 24-hours notice of cancellation or if the technician arrives for the scheduled appointment and cannot gain access, that inspection shall be deemed delivered. The Customer may schedule a return visit for a fee or skip that maintenance; (9) It is the Customer's responsibility to schedule maintenance visits; (10) To obtain the discount on the purchase of a new AC System, the Customer must purchase a full system (a package unit; or a condenser and air handler); (11) Limited access will be determined by the Company. This includes very tight attics, special ladder needed, extra technician, etc. Price may vary depending on difficulty; (12) Extended travel charge may vary depending on distance; (13) The Customer is responsible for supplying filters. If the Customer has or acquires a filter frame that holds blue filter media used by the Company, then the Company will provide and change the blue filter media provided the filter is reasonably accessible; (14) UV Light / Electronic Air Cleaner: the Customer supplies consumables, including cartridges, filters, UV bulbs, etc. which may be purchased in advance from the Company or wherever the Customer chooses; (15) Paperless transaction discount will apply when the Customer supplies a current email address and agrees to all maintenance communications via email and payment by credit card; (16) The Company will not be responsible for any water damage; (17) The Company will not be responsible for the removal of, and any damage caused by mold including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value and adverse health effects, or any other effects; (18) All prices are subject to adjustment based on specialty equipment or accessories; (19) Additional systems in the same residence will be at a discounted rate (20) By providing an email address, the Customer agrees to allow Company to communicate via email any information regarding this contract or other marketing; (21) Regular service hours do not apply to Company recognized holidays; (22) The Company reserves the right to change terms and conditions at anytime with written notice to the Customer; (23) The Company's liability for any matters under this agreement shall not exceed the value that the Customer pays for the contract; (24) In the event of any disagreement regarding the contract, the non-prevailing party shall pay the prevailing party's attorney fees and costs; (25) The venue for any litigation regarding this contract shall be in the county in which the contract was originated.

Herd Enterprises Inc d/b/a Broward Factory Service BFS: ES-0000336, CA-C057400, CF-C056867, CA-C056778, EC-13007734, CFC1430745  
Contract Division Inc d/b/a BFS Home Warranty: TACLB20853E, TACLB33262E, TACLB98475E, M-44053  
Broward Factory Service Inc d/b/a BFS Home Warranty: 0040504, 0046467, 0081114, 0081113  
BFS of Arizona Inc d/b/a BFS Home Warranty: 279402, 289307, 280095

**Customer agrees to all terms and conditions.**

**Approved by:**

**I warrant fully that the products to be covered are now in functional working order and have never been declared not repairable.**



President

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

Email Address: \_\_\_\_\_

Please sign remittance stub and return with your payment prior to contract effective date. If you wish any changes, please notify this office. **YOUR CHECK IS YOUR RECEIPT. KEEP TOP PORTION FOR YOUR RECORDS.**