

**THE SILVER PLAN COVERS:** (1) Functional parts and labor on covered items per contract. (2) BFS will initiate service within 48 hours after request is made by contract holder under normal circumstances. Regular service is from 8:00am-5:00pm Monday through Friday. (3) Emergency service is available, and can be defined as: temperatures exceeding 98 degrees Fahrenheit and less than 36 degrees Fahrenheit, gas leaks, unstoppable water, and loss of refrigeration.

**THE GOLD PLAN COVERS:** (1) BFS will provide all necessary labor for the standard replacement of any covered product. (2) All product replacement will be made with NEW products only. If feasible, replacement will be made with the same make and model or at least the same quality as the product being replaced. (3) If the product has been condemned prior to acceptance of this Gold Plan, or if the age of the appliance is misstated this contract will be VOID. (4) Replacement of a covered product will be made only if the product suffers total functional failure and in the opinion of BFS that product cannot be repaired and restored to functional working order. This shall apply even if the cause of total functional failure is rust or corrosion and parts no longer available. (5) Replacement will not be made due to delays in effecting repairs when it is the clear intention of BFS to repair the product. Replacement will not be made if the part to be repaired or replaced is non-functional or a cosmetic part. (6) Replacement will not be made on the basis of the appearance of a product or on the basis of any other cosmetic consideration(s). (7) All products not repairable, upon replacement, shall become the property of BFS. (8) Gold coverage will be void if Silver coverage is not in force. (9) BFS reserves the right to offer cash in lieu of replacement based on our actual cost of the product. (10) All foreign, high end, or commercial appliances are covered up to \$1,500.00 per item covered under contract.

**AIR CONDITIONING COVERAGE: MINIMUM SEER UPGRADE (DOE) RULE:** All new air conditioning/heating equipment that is manufactured must be the standard SEER (seasonal air conditioning efficiency rating) required by the DOE. If the customer accepts the standard SEER option, the equipment will be replaced with a standard SEER unit. **If the customer declines the standard SEER option, the company will pay up to \$1,500.00 of the conversion or replacement costs of the standard SEER equipment and the customer will be responsible for the rest of the expense.**

**SPECIAL PROVISIONS:** (A) This contract is cancelable by the contract holder upon written notice. Should this contract be cancelled, the contract holder will receive ninety percent (90%) of a pro-rated refund, less any claims paid in connection with this contract. (B) In the event this contract is cancelled by BFS, return of premium shall be based on one hundred percent (100%) of unearned, pro-rated premium. (C) This contract is transferrable upon written request. (D) Should the contract cover any product of which the contract holder has more than one, and should all such similar products not be covered by this contract, the contract holder must identify precisely the product(s) covered, or BFS will identify the covered product. (E) Food spoilage due to BFS neglect, maximum refunded up to \$50.00. (F) BFS shall not be responsible for the replacement cost of any serviced equipment (unless covered by Gold Replacement Plan) and reserves the right to advise customers to replace product(s) when unreparable or the cost of repair exceeds current value of product being repaired. (G) BFS reserves the right to inspect appliances before issuance of contract. (H) It is the responsibility of the contract holder to make the product accessible. (I) Coverage will be void if age of appliance is misstated. (J) There will be a \$25.00 charge assessed for all returned checks. (K) Any service beyond that provided by this contract will be furnished only upon the contract holder's authorization and must be paid in full by contract holder upon completion. (L) Pre-existing conditions are not covered by this contract. (M) Any adjustments in premiums due to replacement equipment and/or deletion of options will only be made at renewal time. (N) Homeowner is responsible for providing maintenance and cleaning on covered items as specified by the manufacturer to ensure continued coverage on such items. For example, heating and air conditioning systems require periodic cleaning and/or replacement of filters and cleaning of evaporator and condenser coils. If product is not maintained there may be a charge for repairing covered item. (O) It is the responsibility of the contract holder to provide clear access to the product to be serviced as well as entry to the home and parking fee for the service vehicle. (P) Parts will be shipped using regular ground; expedited shipping is available at an additional charge to the customer. (Q) BFS reserves the right to use alternative replacement refrigerant in lieu of R22 refrigerant.

**THIS SERVICE CONTRACT EXCLUDES** (1) Damage of any kind from accident, abuse, misuse, fire, flood, wind, storm, or act(s) of God. (2) Plastic, rubber, porcelain, glass or ceramic parts, shelves, racks, light bulbs or oil furnaces. (3) Filter, filter driers, fuses, grills, duct work, cleaning of A/C coils, or the cleaning of any other product. (4) Product sounds or odors. (5) Damage from rust or corrosion, unless covered by the gold plan. (6) Inner or outer cabinet parts and doors. (7) Electronic circuit boards, and touch pads (unless circuit board option is taken). (8) Service performed on a covered product by another company unless previously authorized by BFS. (9) Carpet discoloration; marring of the floor or other minor damage(s) incidental to necessary moving of a product to make a repair. (10) Problems resulting from power surges or power reductions. (11) Non functional parts. (12) Clocks unless self cleaning option is taken. (13) Solar heating of all types. (14) Touch screen and programmable thermostats. (15) Plumbing, electrical and refrigerant lines not accessible including but not limited to those encased within the ceiling, floor and walls; work on (including parts and labor) electrical breaker panels; main breakers; cartridges; ground-fault breakers; everything not listed in the section captioned "Plumbing and Electrical coverage." (16) Any water damage. (17) All costs associated with the procurement of permits, BFS administrative fees, handling fees, and crane fees. (18) Cost to repair or replace for the enforcement of codes, building regulations, ordinances, federal, state, county or city laws. (19) Any EPA or government regulations effecting the repair or replacement of any refrigerant or refrigeration products (including R-22). (20) Electronic or variable speed motors and dual/scroll/variable speed compressors. (21) Manufacturer's failure to honor warranties. (22) Modifications or upgrades required by the manufacturer. (23) Product problems arising from contaminated, polluted, abnormal, or inadequate water supply; or from an abnormal or inadequate drainage or sewage system. (24) Moving or relocating product. (25) Bodily injury, property damage or any expense resulting from mold, mildew or fungus. (26) Induction or commercial appliances.

**OPTIONAL MINOR PLUMBING AND ELECTRICAL COVERAGE:** Plumbing; washers and seals in faucets, floats, washers and seals in toilet tanks (excluding brass ballcocks); stoppage on traps, drains, toilets, sinks or tubs that can be cleared by a plunger or hand snake, leaks in water/drainpipes, if the pipes are exposed and can be welded, NOT COVERED: Solar heaters and components, fixtures, bathtubs, showers, shower enclosures and base pans, sinks, toilets, lids and seats, toilet tanks, caulking or grouting, faucets, tubs, water valves, or any water damage - even if such water damage results from our cleaning lines, drains, and so forth. Septic tanks and pumps. Electric: standard switches, outlets and circuit breakers, short circuits in wall switches and receptacles if accessible. Plumbing and electrical coverage includes all labor, parts and materials necessary for preceding. Coverage is limited strictly to the interior of the residence.

**FLORIDA:** The rate charged for the service agreement is not subject to regulation by the Florida Office of Insurance Regulations.

Herd Enterprises, Inc. - d/b/a Broward Factory Service. License Numbers ES-0000336 CA-C057400 CA-C056778 EC-13007734 CFC1430745

**ARIZONA:** This service warranty agreement and its terms are regulated by the State of Arizona Department of Insurance.

BFS of Arizona, Inc. - d/b/a BFS Home Warranty. License Numbers 279402, 289307, 280095

**NEVADA:** Response to legitimate emergency calls will commence within 24 hours. The term "emergency" is defined as a loss of plumbing service, substantial loss of electrical service, loss of heating/cooling service, or any condition which renders a home uninhabitable. If the emergency involving the goods covered in the contract renders a dwelling unfit to live because of defects that endanger the health and safety of the occupants, BFS will provide a status report to the holder no later than 3 calendar days after the report of claim if BFS cannot complete the repairs within the 3 calendar days. If you are not satisfied with the way BFS has handled your claim, you may contact our corporate office at 954-920-9774. If satisfaction of the claim is not provided, you may contact the Nevada Division of Insurance at 1-800-872-3234.

This contract may be renewed and subject to an annual increase. This contract is non-cancellable by BFS (except for non-payment for fees where the contract holder will be notified 15 days prior to the cancellation. In the event of fraud or misinterpretation the contract holder will be notified 30 days prior to cancellation). A service contract is cancelled and a provider shall refund to the holder the purchase price of the service contract if the holder has not made any claims under the service contract and the holder returns the service contract to the provider within 20 days after the date the provider mails a copy of the service contract to the holder. The provider will refund within 45 days or the provider will pay the holder a penalty of 10% of the purchase price for each 30 day period therefore that the refund remains unpaid.

Broward Factory Service, Inc.-d/b/a BFS Home Warranty. License Numbers 0040504 0046467 0081114 0081113

**TEXAS:** "Regulated by" The Texas Department of Licensing and Regulation, PO Box 12157, Austin, TX 78711, 1-800-803-9202, 512-463-6599, www.tdlr.texas.gov

Licensed and regulated by the Texas Real Estate Commission, PO Box 12188, Austin, TX 78711-2188, (512)936-3049, www.trec.texas.gov

BFS Contract Division, Inc. - d/b/a BFS Home Warranty. License Numbers M-38591 TACL20853E TACL33262E TACL98475E

**NOTICE TO TEXAS CUSTOMERS: YOU, THE BUYER, HAVE OTHER RIGHTS AND REMEDIES UNDER THE TEXAS DECEPTIVE TRADE PRACTICES CONSUMER PROTECTION ACT WHICH ARE IN ADDITION TO ANY REMEDY WHICH MAY BE AVAILABLE UNDER THIS CONTRACT. FOR MORE INFORMATION CONCERNING YOUR RIGHTS, CONTACT THE CONSUMER PROTECTION DIVISION OF THE ATTORNEY GENERALS OFFICE, YOUR LOCAL DISTRICT OR COUNTY ATTORNEY OR THE ATTORNEY OF YOUR CHOICE.**

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

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

Approved by:



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

Date \_\_\_\_\_

Crockett Herd, President

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.**