

Priority Service 7 days a week 24 hours a day



HOMEOWNER PEACE OF MIND



913-ABMayKC (226-2952)
www.abmay.com

TERMS OF AGREEMENT

HOMEOWNER PEACE OF MIND MAINTENANCE AGREEMENT

This Agreement is between the owner (which may sometimes be referred to as "You" and "Your") of the property shown on the Agreement Confirmation (the "Covered Property") and A.B. May Company (which is referred to as "We," "Us" and "Our"). We will provide Services to repair the home mechanical systems outlined in this Warranty. During the term of this Agreement and subject to these terms and conditions, We warrant to You to repair to normal operational condition, replace or make a reasonable allowance towards replacement, at Our discretion, any covered appliance or home mechanical system (plumbing, heating, air conditioning, electrical) located at the Covered Property. This Agreement covers only the appliances and systems which are noted on the Agreement Confirmation as being covered and which are located on the Covered Property and in normal operating condition on the first date of the term of this Agreement.

1. TERM

The term of this Agreement for Your covered appliances and systems will be 12 months from when We receive and accept full payment for and issue this Agreement or when You execute a Monthly Payment Plan and we accept the payment and issue this Agreement. We reserve the right to inspect the Covered Property and all covered appliances and systems before issuing this Agreement.

2. MONTHLY PAYMENT PLAN

You may pay monthly with automatic

credit card or bank account debits. The minimum initial term is 12 months. **After the initial 12-month term coverage will automatically continue on a month-to-month basis unless cancelled by either You or Us.** Following the initial 12-month term, We may increase Agreement Fees with 30 days' written notice to You.

3. SERVICE TIME

We guarantee a response time of 24 hours on emergency service * 24 hours daily, and 7 days weekly, including holidays, with FAST PRIORITY service on all routine service requests. For non-emergency service requests, it is Your responsibility to provide access to the Covered Property for repairs during normal business hours.

*An emergency is defined as the failure of a covered item which may cause personal injury or substantial damage to property if not repaired within 24 hours of notification.

4. SERVICE FEES

Under the **Gold** or **Silver Plan** there is a \$60.00 service fee for each occurrence. The service fee will be waived for the two included maintenance calls, unless a repair is needed. There will be an additional service fee for non-emergency service calls after hours and on weekends. We will charge service fee(s) for each occurrence for items repaired or replaced under the same home mechanical system. We reserve the right to charge a fee of \$25.00 for any returned check or bank account debit,

as permitted by law. Service calls for different mechanical systems cannot be combined into 1 call. We will warrant repairs performed under this Agreement for 30 days on parts and labor. Service fees are in addition to Agreement Fees. Under the **Bronze Plan**, We will NOT cover repair of non-working systems. Under the Bronze Plan, You will be responsible for the cost of all. Under the **Bronze Plan**, You will receive a discount of 15% for emergency or other repairs during normal business hours.

5. ITEMS COVERED

Bronze Plan:

- planned maintenance

Silver Plan:

- planned maintenance
- gas or electric furnace**, electric central air conditioning**, heat pump**

Gold Plan:

- planned maintenance
- up to two heating and cooling systems**
- humidifier (excludes maintenance and steam humidifiers)
- drain and sewer stoppages to the property line
- water heater – first system** (standard residential 50 gallon max)
- toilet mechanisms, toilet seats
- dripping and broken faucets
- tub/shower valves

- built-in bathtub/whirlpool (motor and pump assembly only)
- sump pump (permanently installed)
- garbage disposal
- hot water dispensers
- washing machine outlet and hook-ups
- basic appliances-first system** (range, surface unit, oven, range hood, dishwasher, trash compactor, built-in microwave)
- home electrical systems

When covered as an option under Bronze, Silver or Gold Plan:

- humidifier maintenance (includes water panel)
- electronic air cleaner
- media air filter
- zone controls
- ultra-violet germicidal light (includes 1 bulb per year)
- boiler controls (thermostat, flue, damper, transformer, thermocouple, pilot, pilot safeties, sight glass, gas valve, electronic igniter, coupler).

When covered as an option (which is available on Gold Plan only):

- septic tank (distribution box, inlet & outlet tees and necessary pumping only)
- water softener (excludes maintenance)
- sewage ejector

- tankless water heater (excludes maintenance)
- battery back-up sump pump (excludes batteries)
- clothes washer
- clothes dryer
- refrigerator
- freezer

**Additional fees are applicable and coverage is required for additional HVAC systems, additional water heaters, and additional appliances.

6. ITEMS NOT COVERED (INCLUDE BUT ARE NOT LIMITED TO FOLLOWING)

All Plans:

- cosmetic defects
- appliance failure resulting from rust or corrosion, poor water pressure or rust in water where original galvanized piping is still in place
- color or purity of hot and cold water systems, water recirculating systems
- sewage grinder pump and lift station
- grouting caulking, cracked or broken ceramic, porcelain, fiberglass, simulated marble, granite, tubs, sinks, tile walls, floors, subflooring and any fixture
- foundation and building structure
- window air conditioning units
- oil furnaces, gravity furnaces, gas air conditioning systems
- under-floor radiant heat systems
- outside or underground piping and component for geothermal and/or water source heat pumps, pumps and pump components for geothermal and/or water source heat pumps

- heating/water heater combination units
- solar water heating and components
- power vented water heaters
- water heater maintenance
- steam humidifiers
- generators
- electric garage door openers
- lighting fixtures
- french drains
- exhaust fans
- cracked or broken sewer or water service lines
- exterior gas lines
- fireplace systems
- intercom systems
- fire, smoke and security alarms systems
- electrical service upgrades
- radon remediation systems
- batteries, light bulbs
- computerized/electronic management systems for energy lighting system, security or appliances, and doorbell when part of an integrated intercom system
- items damaged by abuse, negligence or improper use, hazardous or toxic materials
- mold and/or fungus, chemicals
- asbestos
- duct cleaning
- missing parts
- detachable accessories for any covered item
- mechanical system failures due to local code violations, pre-existing

conditions and concealed or camouflaged damage

- damage resulting from alterations or additions made to property or ground and damage to any item as a result of fire, flood, smoke, lightning, freeze, earthquake or settling of ground or foundation, theft, storms, accidents, war, riots, acts of God, vandalism, improper installation, power failure or surge, pest/pet damage, neglect (including coil and blower cleaning) or misuse
- septic tank drain field lines and pumps within the septic tank
- boiler sections, piping, radiators, pumps and gauges
- treatment for wood infestation or other insects
- The expense incurred to gain access required to make repairs, or the expense of repair of damage necessary in order to gain access

7. LIMITATIONS OF COVERAGE AND DAMAGES

This Agreement applies only to a single-family residence and does not cover mobile homes. This Agreement covers only matters of which We are advised during the term of the Agreement, and does not cover conditions which existed prior to the issuance of this Agreement nor items that are Your responsibility. This agreement excludes repairs due to improper installations, over/under sized and mismatched equipment, inadequate airflow, and failures due to insufficient maintenance. Compressors, coils and heat exchangers are excluded on heating and cooling systems 15 years or older and out of warranty. We are not responsible for matching

color, finish or brand. Replacement is based on builders' standard grade makes and models. Unless optional premium appliance replacement upgrade *** is included, replacement is based on builders' standard grade makes and models of appliances. We will not be responsible for replacing combination appliances when failure of one component does not affect the operation of the remaining appliances within the unit. We will offer cash or credit in lieu of repairs when parts are unavailable through our standard purchasing channels. We will not reimburse other vendors for service performed without our prior approval. **We will not be liable for consequential damages to property or personal injury resulting from the failure of any component, system or appliance or from Our delay or failure to provide service due to conditions beyond Our control such as, but not limited to, unavailability of materials or labor difficulties.** We are not responsible for code violations or design limitations in systems or appliances. We will upgrade to code at Your expense, but such upgrades are not covered by this Agreement. We will secure the necessary permits, however, the cost of acquiring them is Your responsibility. It is Your responsibility to provide access required to make repairs. Flue inspections will be limited to an inspection from the appliance or unit to the first penetration (i.e. wall, ceiling, etc), or three feet whichever distance is shorter. The expense incurred to gain access, or the expense to repair the damage necessary in order to gain access such as, but not limited to landscaping, sheetrock, flooring, carpet, ceramic tile, bath or shower enclosures and paving

and damage to finished areas such as paint, wallpaper and cosmetic damage result from any repair made under this Agreement will be Your responsibility.

***In the event a covered appliance is deemed to be beyond repair and the optional premium appliance replacement upgrade is in effect, We will provide a reasonable allowance based on the replacement cost of a like appliance. See Limitations of Liability for more information.

8. LIMITATIONS OF LIABILITY

The express warranties and agreements in this Agreement are Our only obligations to You under the Warranty.

All other agreements, undertakings and warranties by Us, including but not limited to warranties of merchantability of fitness for a particular purpose, are expressly excluded.

This Agreement does not create, establish or confirm any obligation by Us to any person not designated as You, a Buyer or Seller. Our maximum liability under this Agreement is \$2,000.00 per occurrence, and a maximum of \$500.00 for the life of the Agreement on blue polybutylene pipe. Premium appliance replacement upgrade is limited to a maximum of \$2,000.00 per occurrence and \$4,000.00 per year. **We will not be liable under any circumstances for actual, incidental, or consequential damages arising out of Our performance or claimed nonperformance under this Warranty, including but not limited to, liability for damage to property, personal injury or death.** In no event will We be responsible for any loss, damage, illness or injury resulting from condensation leaks or frozen pipes or drains. Notice to Kansas residents

– any disclaimers or exclusions of the warranties of merchantability or warranties of fitness for a particular purpose may be void under Kansas law. Notwithstanding any such disclaimers or exclusions, other remedies may be available to the consumer under Kansas law.

9. TRANSFER

You may assign this Agreement during its term to a subsequent purchaser of the Covered Property (a "Transferee"), but after such assignment, this Agreement will only cover systems and appliances which are transferred to the Transferee as part of the sale of the Covered Property. For an assignment of this Agreement to be effective, the Transferee must, within 30 days of closing of the sale of the Covered Property, notify Us in writing of the sale and of the name and address of the Transferee. We reserve the right to inspect the Covered Property and all covered appliances and systems before renewing or transferring Agreement.

10. NOT INSURANCE

This is not a contract of insurance.

11. TERMINATION AND CANCELLATION

The initial term of this Agreement is 12 months. At Our sole discretion and option, We may elect to renew this agreement. Under the Monthly Payment Plan, after the initial 12-month term, coverage will automatically continue on a month-to-month basis unless cancelled by You or Us. Following the initial 12-month term, this Agreement may be cancelled by You or Us with 30 days' written notice. We may cancel this Agreement: 1) for Your failure to pay Agreement or Service Call

Fees when due; 2) in the event of fraud or material misrepresentation by You of any fact or circumstances relating to appliances, electrical, mechanical systems and related damage, covered by this Agreement; 3) in the event the Covered Property is determined to be unsafe and the conditions are not corrected within 30 days of notification in writing by Us.

If You fail to make payment as required by this Agreement, We may terminate the Agreement without notice. You acknowledge that all services have been provided under the Agreement at a discount per the Agreement and agree to be responsible for the full price of all services provided to date of cancellation at the current rate for like services not provided under a service agreement. We will bill You for these services and payment will be due and payable upon receipt. Any unpaid balance will accrue interest at 1.5% per month or the highest amount permitted by law, whichever is less. If this Agreement is referred for collection or legal action, You agree to pay Us all interest, costs and expenses including reasonable attorney's fees that we incur.

12. LEGAL MATTERS; WAIVER OF JURY TRIAL; WAIVER OF CLASS ACTION

The laws of the State where the Covered Property is located govern the interpretation of this Agreement and all other claims, regardless of conflict of laws principles.

EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY COURT ACTION ARISING AMONG THE PARTIES UNDER THIS WARRANTY OR OTHERWISE RELATED TO THIS

AGREEMENT, WHETHER MADE BY CLAIM, COUNTERCLAIM, THIRD PARTY CLAIM OR OTHERWISE. ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE IN ANY FORUM WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS. NEITHER YOU NOR WE WILL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR IN ANY OTHER PROCEEDING IN WHICH EITHER PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY.

13. SEVERABILITY; WAIVER

If any part of this Agreement is declared invalid, unenforceable or impaired in any way, the validity of the remaining portions will remain in full force and effect as if the Agreement had been executed without such invalid portion. The waiver of a breach of any term or condition of this Agreement does not constitute the waiver of any other breach of the same or any other term. To be enforceable, a waiver must be in writing, signed by the waiving party.

14. ENTIRE AGREEMENT

This Agreement and the Agreement Confirmation constitute the entire agreement between the parties, superseding any prior oral or written agreements. No oral representation applies.

**Call your serviceman from A.B. May:
913-ABMayKC • www.abmay.com**

Effective date: 05/2016