

Residential Service Plan Contract

180 Sheree Blvd
 Exton, PA 19341
 Service: 800-474-5200 or 610-344-3520
 Fax: 610-344-3529



ServiceSolution Plus - ✓ Best Value Plan - Routine Maintenance & Repair

	Payment Option	Quantity	Total
Heater (Electric /Gas)	<input type="checkbox"/> \$179.00 per year	_____	\$ _____
Oil Heater.....	<input type="checkbox"/> \$275.00 per year	_____	\$ _____
Air Conditioner	<input type="checkbox"/> \$189.00 per year	_____	\$ _____
Heat Pump	<input type="checkbox"/> \$359.00 per year	_____	\$ _____

ServiceSolution Repairs

Heater (Electric /Gas)	<input type="checkbox"/> \$109.00 per year	_____	\$ _____
Air Conditioner	<input type="checkbox"/> \$119.00 per year	_____	\$ _____
Heat Pump	<input type="checkbox"/> \$229.00 per year	_____	\$ _____

ServiceSolution Check Inspection - Routine Maintenance

Heater (Electric /Gas)	<input type="checkbox"/> \$109.00 per year	_____	\$ _____
Oil Heater.....	<input type="checkbox"/> \$220.00 per year	_____	\$ _____
Air Conditioner	<input type="checkbox"/> \$109.00 per year	_____	\$ _____
Heat Pump	<input type="checkbox"/> \$219.00 per year	_____	\$ _____
Plumbing Relief	<input type="checkbox"/> \$79.00 per year	_____	\$ _____

Available Accessory Coverage (with heating and air conditioning plans only)

Add Plumbing Relief Inspection to any contract for just \$79.00

Water Heater (Domestic water heaters only. Does not include tankless or oil.)	<input type="checkbox"/> \$49.00 per year	_____	\$ _____
Tankless Water Heater with ServiceSolution Plus Plan	<input type="checkbox"/> \$179.00 per year	_____	\$ _____
Electronic Air Cleaner with ServiceSolution Plus Plan	<input type="checkbox"/> \$89.00 per year	_____	\$ _____
Electronic Air Cleaner with ServiceSolution Check Inspection Plan	<input type="checkbox"/> \$69.00 per year	_____	\$ _____
Air Cleaner	<input type="checkbox"/> \$59.00 per year	_____	\$ _____
Humidifier with ServiceSolution Plus Plan.....	<input type="checkbox"/> \$89.00 per year	_____	\$ _____
Humidifier with ServiceSolution Check Inspection Plan	<input type="checkbox"/> \$69.00 per year	_____	\$ _____
Additional Circulator Pumps	<input type="checkbox"/> \$30.00 per year	_____	\$ _____
(1 included with plan)			

A 25% discount applies to any home that has multiple heating or air conditioning systems. For any additional service plans not listed above, call **(800)474-5200**. A confirmation letter will be sent once processed.
Payment arrangements available upon request.

Total Amount Due \$ _____

Customer Information

Customer Address (required)

Name _____
 Address _____
 City _____ State _____ Zip _____
 Home Phone Number (_____) _____ - _____
 Site Number _____

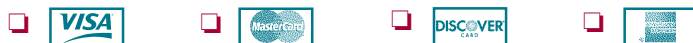
Billing Address

(if different example... Landlord, PO Box)

Name _____
 Address _____
 City _____ State _____ Zip _____
 Home Phone Number (_____) _____ - _____
 Customer Number _____

Please make check payable to ServiceMark

Enclosed is my check # _____ in the amount of \$ _____



Security Code _____ Exp. Date _____ Yearly Contract Amount _____

Selected Plan: ServiceSolution Plus ServiceSolution Repair ServiceSolution Check

Signature: _____ Date: _____

Note: There is a 30-day waiting period from date of payment for coverage to begin.

Average Expected Lifetime for Equipment:

Furnace: Gas or oil	18 years
Boiler: Hot water or steam (gas or oil)	21 years
Air Conditioner.....	15 years
Heat Pump	15 years
Electric water heater.....	10 years
Gas water heater.....	9 years
Humidifier	10 years
Electronic air cleaner	10 years

SOURCE: Appliance Magazine Sept 2003

Please call **800-474-5200** with any questions or to schedule inspection

Internal Use only

ServiceMark Signature _____ Confirmation: _____ Contract Amount: _____
 Contract Start Date: _____ Contract End Date: _____ Inspection Date: _____

Please keep the pink copy for your records and return white and yellow copies to the address noted at the top of the page, Attention: ServiceSolution Administration. Once payment is processed, ServiceMark will send you the yellow confirmation copy.

Terms and Conditions

- UGI HVAC Enterprises, Inc. (ServiceMark*) which will be providing services under the *ServiceSolution*SM or *ServiceSolution*SM Plus plan, will be referred to in these Terms & Conditions as the "Company."
- This *ServiceSolution* or *ServiceSolution Plus* plan applies to the equipment selected and purchased by the homeowners in one single residential property per agreement. It is not intended for equipment used in a commercial application. In the case of a boiler, this plan covers one circulator.
- Heating, air conditioning and water heating equipment must meet applicable codes and manufacturer installation requirements and be in good working condition at the time *ServiceSolution* or *ServiceSolution Plus* coverage begins. The Company must have safe access to and safe working conditions at and around the covered products. Equipment with pre-existing conditions requiring repairs will not be covered under this plan.
- The choice of parts to be used for services under this plan shall be at the discretion of the Company. There will be times, however, outside of the control of the company, where parts will be unavailable for certain makes of equipment; in such case, those makes of equipment will be excluded from eligibility for coverage under this plan.
- In the event a covered part fails, and the Company determines the heating, air conditioning, and/or water heating equipment has surpassed the average expected life, the Company reserves the right to limit the maximum repair amount to \$150 for heating and air conditioning equipment and \$50 for water heaters, air cleaners or a humidifier per visit. If the Company's repair estimate exceeds that maximum, the customer has the option to pay the cost exceeding that amount for repair, or to receive a credit for that amount from ServiceMark in lieu of the repair. Receipt of a credit from ServiceMark terminates *ServiceSolution* or *ServiceSolution Plus* coverage for that equipment. If the cause of a repair is a part not covered by the plan, then the plan will not pay for repairs and the customer is not entitled to the amount referred to above.
- The Company shall not be responsible for charges for service or parts you have others provide. The Company will not be responsible for direct damages, consequential damages (indirect losses or injuries), illness or injury caused by delays, failure to service, unavailability of parts, labor difficulties and other conditions beyond the control of the Company. The Company may, at its discretion, use any qualified personnel (including employees of affiliates) and/or subcontractors to fulfill all or any part of its obligation under the terms of the agreement.
- You are purchasing the *ServiceSolution* or *ServiceSolution Plus* coverage for a full 12 months from the date of this agreement (the "term"). If you move from the covered property during the term, your plan may be transferred to the new occupant. If you change covered equipment, you must register the new equipment and begin a 30-day waiting period. **Refunds will not be given.**
- Inspections and routine maintenance are not covered by the *ServiceSolution* plan, but are available for an additional charge.
- Renewals will remain in effect as long as payment is received by the renewal date. Coverage for new *ServiceSolution* or *ServiceSolution Plus* plans begins 30 days after receipt of payment. Coverage for Oil Heating Equipment will begin only after a routine maintenance inspection and evaluation. The cost of an initial Oil Heat inspection will be based on the condition of your equipment. (Coverage for water heaters and oil heaters not available in all areas.)
- Right to Cancel:** You may only cancel this *ServiceSolution* or *ServiceSolution Plus* plan without penalty or obligation within 3 business days from the date of signing up for the plan. If you cancel this *ServiceSolution* or *ServiceSolution Plus* plan, any payments made by you under this *ServiceSolution* or *ServiceSolution Plus* plan will be returned within 10 business days following receipt by ServiceMark of your cancellation notice. The Company also reserves the right to cancel or not renew this *ServiceSolution* or *ServiceSolution Plus* plan by giving 30 days written notice.

To cancel this transaction, mail or deliver a signed copy of the attached Notice of Cancellation with your signature to:

Attention: *ServiceSolution*SM Administration
ServiceMark
180 Sheree Blvd
Exton, PA 19341

- The obligor under this agreement is ServiceMark or its successors or assigns.
- In addition to the price for elected coverage, Customer agrees to pay ServiceMark additional fees, rates, surcharges and other charges in effect on the date that services are rendered, which may include, but not be limited to, a hazardous materials disposal fee, response fee and/or motor fuel fee.
- Contractor agrees to provide Comprehensive General Liability insurance in an amount not less than \$1,000,000 per occurrence covering bodily injury and property damage. Contractor also agrees to provide Auto Liability insurance with limits not less than \$1,000,000 per occurrence and workers compensation coverage with statutory benefits.

Exclusions

- The *ServiceSolution* or *ServiceSolution Plus* plan does not cover any material, parts or labor required as the result of abuse, vandalism, fire, freezing, acts of God, power or water supply outages, flooded cellars, or other abnormal conditions. The Company will not be required to perform plan services until any asbestos hazards or infestations are eliminated and the Company determines, in its discretion, that no hazard exists.
- The *ServiceSolution* or *ServiceSolution Plus* plan does not cover failures or parts covered by a manufacturer's warranty or recall program; all new products with less than an original 90-day manufacturer's parts & labor warranty; costs associated with manufacturer's recommended normal maintenance unless specifically covered by this plan; unauthorized repairs; inaccessible products or thefts; failures of components such as cabinets, frames, masks, finish defects, and glass; inadequate plumbing; wiring; rust; corrosion; infestation; negligence; misuse; explosion; improper installation; leaking batteries or display markings caused by, but not limited to, video games, computers and programming.

Parts Covered:

Note: Any equipment/system part that is not listed below is not protected by this agreement. There is no labor coverage under this agreement for any part or equipment that is not listed below.

GAS HEATER

Warm Air Furnace, Hot Water Boiler, or Steam Boiler up 400,000 Btu (not all parts appear on all types of heaters): Vent Dampers (original equipment), Ignition Transformers (original equipment), Pilot Assemblies, Safety Pilots, Thermocouples, Gas Valves, Burners, Non-programmable Thermostat, Emergency Switches, Factory Wiring, Internal Fuses, Hot Surface Igniter, Pressure Switches, Inducer, Furnace Control Board, Blower Control Board, All Safety Controls (Internal to Furnace), Control Transformer, Fan and Limit Controls, Blower Bearings, Blower Shaft, Blower Motor (not more than 1 Hp), Belts, Pulleys, Aquastats (well type only), Circulator*†† (not more than 1/4 Hp), Pressure Controls†, Water Level Switches†, Pressure & Temperature Relief Valve† (except excessive water pressure problems)

†Draining and filling of system is an additional cost. *Limit: One circulator (additional unit coverage available at additional cost.)

OIL HEATER

Includes all parts listed under the gas heater that apply, plus all parts associated with the oil burner.

ELECTRIC HEATER

Relays, Contactors, Blower Motor, Blower Belt, Fan Assembly, Electric Heating Elements, Fan Controls, High Limit Control, Door Interlock System, Transformers, Circuit Boards, Timers, Disconnect Switch, Internal High Voltage Wiring, Low Voltage Wiring.

AIR CONDITIONER, HEAT PUMP, OR GEOTHERMAL SYSTEM (Whole House systems up to 5 tons; not all parts appear on all types of systems)

Blower Assembly, Condenser Fan & Motor Assembly, Manual Thermostat, Internal Fuses, Relay, Capacitor (start & run), Transformer, Start Relay, Contactor, Pressure Switches, Pulleys, Timer, Bearings, Switches, Factory Wiring, Circuit Board, Accumulator, Refrigerant Filter/Driers, Metering Devices, Reversing Valve, Defrost Controls, Crankcase Heater, Backup Resistance Heating Coil, Fossil Fuel Kit.

WATER HEATER

Standard and power-vent units up to 80 gallons: Gas Valve, Main Burner, Limit Control, Pilot Burner, Drain Valves, Flame Spreader, Thermostat Controls, Manifold, Pressure and Temperature Relief, Heating Element, Draft Hoods, Vent Connector, Vent Damper, Appliance Regulators, Ignition Devices, Safety Pilots, Thermocouples, Transformer, Aquastats (well type only), Factory Wiring (Power vent only)

Additional Terms and Conditions: Plumbing Relief Plan

Plumbing Relief is not a parts and labor service agreement. This is an inspection plan which provides the following:

One annual, visual inspection of the enrollee's plumbing, limited to the exposed plumbing and fixtures in the basement and living areas of the property. Free estimate on the entire job before any work is completed, fifty percent (50%) off the arrival fee to the property where work is requested. The arrival fee is a charge to cover travel time, fuel, and vehicle costs. Take 50% off these standard arrival fees: \$79.95, 8 a.m. - 4 p.m. weekdays, \$89.95, 4 p.m. - 8 a.m. weeknights, weekends and holidays. Replacement parts will be quoted and charged separately. For plumbing service work, installations and new fixtures, the plan provides for 10% off the combined total of any or all of these services so the plan holder saves up to a total \$100.00 per plumbing service by ServiceMark.

Priority Service: ServiceMark will schedule the covered party's service call ahead of plumbing calls not covered by the plan. All plumbing inspections and service work will be provided by ServiceMark employees under this package. Service will be provided at the address shown on the enrollment form.

In no event shall ServiceMark be liable for special, indirect or consequential damages. Plumbing Relief cannot be transferred to cover another property. If the enrollee moves during the plan period, the package may be used by the new owner of the enrolled property. However, only one plumbing inspection per enrolled home per 12-month plan period is permitted.

Cancellation: Plumbing Relief is non-cancelable by consumer or company until after the 15th day from the date payment is posted. If within the cancellation grace period, written cancellation is required.