

ANNUAL SERVICE AGREEMENT

March 1, 2017 - February 28, 2018

ELECTRIC AND/OR NATURAL GAS APPLIANCES

1. As a member you agree to all terms of this service agreement. KPW Service Association, Inc. agrees to make all repairs and replace available parts as necessary to maintain the covered appliances in operating condition during the above period. Provided that such service or replacement is necessary due to product failure with normal usage. Damage from intervening outside cause is not covered and shall include, but shall not be limited to, damage resulting from fire, water, windstorm, hail, lightning, flood, pest infestation, theft, misuse, abuse or mold contamination. It is the responsibility of the member to make the home and items accessible for repairs. The K.P.W. Service Contractor will not move personal belongings to gain access to an Air Conditioner, Appliance or Plumbing.
2. K.P.W. Service will not replace appliances that may be deemed beyond repair due to parts being no longer available, repair costs exceed the value of the appliance, if repairs cannot be guaranteed or are unsafe, if there is excessive corrosion / rust or if the appliance was misused or abused. Appliances that will not be replaced include: Refrigerators, Ranges, Washers/ Dryers, Dishwashers and Microwaves. The decision of the K.P.W. Service contractor shall be final as to when an appliance is beyond repair. To reinstate coverage on appliances deemed beyond repair, the member must supply K.P.W. with a copy of the sales receipt when that appliance is replaced.
3. All packages include replacement of Air Conditioning & Heating Systems. Garbage Disposals that are added to or included in a package will be replaced. Gold Package, Platinum Package and Add-On Plumbing Coverage included water heater replacement. Platinum Package and Add-On Plumbing Coverage includes minor plumbing repairs and replacements for faucets, toilets and valves. All items that have replacement coverage will be replaced with a brand chosen by the K.P.W. Service Contractor. These items will be replaced with an equivalent unit only when replacement is necessary. At the time of replacement and if an upgrade option is available, the member may upgrade by paying the difference in price as set by the K.P.W. Service Contractor. No item shall be replaced for the sole purpose of better efficiency, improper size or cosmetic preferences. K.P.W. will cover the cost of **one** county permit when required for each item replaced under this agreement. The member must make the home accessible for the county inspector otherwise the member will be responsible for any additional permit fees. Electrical work and electrical permits are **not** covered. K.P.W. will cut down overgrown and/or obstructing foliage to repair or replace an A/C unit if necessary. KPW is not responsible for additional expenses that may be required to meet current building or zoning codes. This includes city, county, state, federal and utility regulations required by law.
4. Services will be rendered between 8:00 a.m. - 5:00 p.m., Monday through Friday. Service is also available weekends and holidays for **emergencies only**. Air conditioning, heat, a refrigerator that is not working and severe water leaks are considered emergencies. Call **813-633-0061** for service. All other services **are not** considered an emergency, and **will not** be paid for by K.P.W. Service. All calls (including emergencies) received after 10 p.m. will be scheduled the following day.

Gas leaks and odors inside or outside of your unit must be reported to Tampa Electric immediately. The number to call is (813) 275-3700. They are available 24 hours a day, 7 days a week.

5. In case of a refrigerator/freezer or microwave not working, the service contractor may supply a loaner if necessary and when available. Members with a loaner must make arrangements for the contractor to pick up the loaner no later than two (2) weeks after it is delivered. K.P.W. Service and the K.P.W. Service contractor are **not** responsible for food spoilage.
6. The unit owner absolves K.P.W. Service of all liability for injury to person or persons or for damage to property. Claims for such damage, if any, shall be asserted by the member directly against the K.P.W. Service contractor and handled through the contractor's insurance company. K.P.W. Service and the K.P.W. Service contractor **will not** be liable for any loss, damage, or injury resulting from delay in rendering service under this agreement, **will not** be liable for damage to roofs by walking on them and **will not** be liable for ceiling damage due to water leaks unless such damages are the direct result of the contractor's negligence.
7. Members may not use any other service provider than the one contracted by K.P.W. Service for designated appliances, with the exception of a manufacturer warranty or vendor guarantee. K.P.W. Service will not reimburse members for services from unauthorized service providers. Members that wish to have an annual check-up on the air conditioning & heating unit **must** use the K.P.W. Service contractor. Otherwise, this agreement shall become non-effective.

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8. Unnecessary service requests shall include, instructional services (such as explaining how to operate appliances and air conditioners), misuse (such as incorrect operation of appliances and air conditioners) or the unit being inaccessible during the scheduled service time. To avoid an unnecessary service request, please call our office prior to the arrival of the technician if the home becomes inaccessible. Access to unoccupied units must be provided by a responsible person. Entry keys will not be accepted. Operational questions may be answered Monday – Friday from 8:00 a.m. – 5:00 p.m. at **(813) 633-0061**. Interruption of service due to TECO or any TECO equipment is not covered under this agreement. If a service call is determined to be unnecessary or a problem with TECO equipment, the member will be charged. Failure to reimburse K.P.W. Service within 30 days for any fee will result in cancellation of your service agreement.

9. Coverage options:

- ***Basic Package:** If the member chooses the Basic Package, the designated appliances for the purpose of this agreement shall be the **Primary Central Air Conditioner, Heat and/or Heat Pump, Water Heater** (thermostats & heating elements only, excluding tank less and hybrid water heaters), **Kitchen Refrigerator and Range**. The member may also choose optional coverage for a **Secondary Central Air Conditioner, Heat and/or Heat Pump, Washer/Dryer, Dishwasher, Garbage Disposal, Built-In Microwave, Extra Refrigerator, Extra Freezer and/or Plumbing Coverage** at additional costs. Members with the Basic Package may purchase an **optional A/C Check** for \$39.00 from the K.P.W. Service contractor.
- ***Silver Package:** If the member chooses the Silver Package, the designated appliances for the purpose of this agreement shall be the **Primary Central Air Conditioner, Heat and/or Heat Pump, Water Heater** (thermostats & heating elements only, excluding tank less and hybrid water heaters), **Kitchen Refrigerator, Range, Washer/Dryer, Dishwasher and Garbage Disposal**. The member may also choose optional coverage for a **Secondary Central Air Conditioner, Heat and/or Heat Pump, Built-In Microwave, Extra Refrigerator, Extra Freezer and/or Plumbing Coverage** at additional costs. Members with the Silver Package may purchase an **optional A/C Check** for \$25.00 from the K.P.W. Service contractor.
- ***Gold Package:** If the member chooses the Gold Package, the designated appliances for the purpose of this agreement shall be **All Central Air Conditioner, Heat and/or Heat Pump Units, Water Heater** (excluding tank less and hybrid water heaters), **All Refrigerators, Freezers, Range, Washer/Dryer, Dishwasher, Garbage Disposal and Built-In Microwave**. If you currently have the Gold Package and wish to include Plumbing Coverage it is more feasible to upgrade to the Platinum Package. Members with the Gold Package may purchase an **optional A/C Check** for \$15.00 from the K.P.W. Service contractor. Gold Package members also receive water heater replacement when necessary (excluding tank less and hybrid water heaters) and a 20% discount on minor plumbing work performed by the K.P.W. Service contractor.
- ***Platinum Package:** If the member chooses the Platinum Package, the designated appliances for the purpose of this agreement shall be **All Central Air Conditioner, Heat and/or Heat Pump Units, Water Heater** (excluding tank less and hybrid water heaters), **All Refrigerators, Freezers, Range, Washer/Dryer, Dishwasher, Garbage Disposal and Built-In Microwaves**. Members with the Platinum Package will receive **one** Annual A/C Check for free (Member must call KPW to schedule the A/C Check).

The Platinum Package and Add-on Plumbing Coverage include plumbing repairs / replacement as follows:

- Faucets
- Water Heaters (excluding tank less and hybrid water heaters)
- Water valves, shut off valves, hose bibs and supply lines
- Toilets (K.P.W. is not responsible for matching the tile foot print)
- Drain pipes (up to the wall connection)
- Main supply valve to the home
- Minor stoppage that can be cleared by a hand auger.
- Minor repair to all drain and supply piping not in floors or concrete walls.

Replacement is available only when necessary and will be done at the discretion of the KPW Service Contractor. Member may pay the difference for an upgrade if available by paying the difference in price as set by the K.P.W. Service Contractor. Color match is not guaranteed and all brands shall be the choice of the K.P.W. Service Contractor.

Exclusions of coverage for all packages are listed on Page 3 of this agreement.

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10. The member agrees to the following exclusions: This agreement does not cover:

1. preventive maintenance or cosmetic repairs.
2. portable, mini-split or window air conditioning units.
3. any plumbing repairs (**unless you are a Platinum Package Member or have Add-on Plumbing Coverage.**)
4. cleaning air conditioners or appliances.
5. cleaning dryer vents.
6. counter top microwaves or other counter top appliances.
7. racks, shelves, bins or mounting supports for any appliance.
8. burner rings, pans or grates. (**burners ARE covered**)
9. glass tops on flat surface stoves.
10. air conditioner filters, appliance filters, vents, return grills, UV lights or duct work.
11. special accessories installed in any appliance, such as: Bluetooth, Wi-Fi, Cameras, Coffee Makers, etc.
12. any structural materials or structural changes required by county or state code enforcement.
13. repairs or replacement of any materials that are removed to perform covered services.
14. electrical work or electrical permits required by the county.
15. any gas lines repairs or maintenance checks.
16. lighting or re-lighting any gas appliance pilot lights.
17. tank less or hybrid water heaters.
18. wine coolers or mini refrigerators.
19. water softeners, water filters or RO systems.

The Platinum Package and Add-on Plumbing Coverage does not include:

1. water softeners or any plumbing for water softeners
 2. whole house filters, under sink filters, add-on filters or RO systems
 3. re-pipes or partial re-pipes
 4. supply mains, drains or water supply in the ground, floor or concrete walls
 5. outside drain clean-outs
 6. repairs needed from remodeling problems
 7. bidets
 8. Insta Hot or soap dispensers
 9. K.P.W. will not replace any sink, tub, shower enclosure, tub/shower drains or tub/shower pans.
- 11. K.P.W. Service reserves the right to refuse any application for unapproved appliances at the time of the inspection or cancel / refuse any membership due to non-compliance of contract terms.**
- 12. This agreement stays with the home and is transferable to a new owner for \$15.00. Pro-Rating will be resolved between the buyer, seller and/or realtor and title company. If a potential home buyer or seller wishes to have a KPW Service inspection prior to buying/selling the home, they may do so after paying a non-refundable potential buyers/sellers fee of \$100. KPW Service will only inspect items serviced under this agreement.**
- 13. K.P.W. Service will issue a pro-rated refund minus all costs to the association and an early termination fee of \$25.00 for canceled agreements or if the home is sold and the buyer declines the K.P.W. coverage. Inspections, back charges, late fees and transfer fees are non-refundable.**
- 14. K.P.W. Service will pro-rate the cost of coverage on a monthly basis for new member applications only. The Matching Reserve and Inspection fee will not be pro-rated. If a potential home buyer wishes to have a KPW Service inspection prior to buying the home, they may do so with approval of the current owner and after paying a non-refundable potential buyers fee of \$100. KPW Service will only inspect items serviced under this agreement.**
- 15. Membership upgrades and renewals will not be pro-rated. Membership renewals are due no later than March 1st of every year. Renewal payments received after March 1st will be considered late and will be subject to a \$15.00 late fee. If a renewal payment is received after March 31st the member will be charged \$35.00 and must pass an inspection to reinstate the coverage.**

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Before you call for service, please do the following:

If your A/C is not working...

- **Check the breakers:**
Both breakers (A/C & Heat) must be on for your air conditioner to work.
- **Check your thermostat and/or humidistat settings:**
The office can help you over the phone if you are unsure of the proper settings. Please follow their instructions and be patient with them. They are trying to save the association money and avoid having to back charge the members for unnecessary service calls.
- **A/C is running but barely blowing air:**
Have you changed your filter? Filters should be changed or cleaned once a month. If your filter is dirty the air can't flow through. If you are getting air in some rooms but not others, you may have a duct problem. K.P.W. does not cover filters or duct work.
- **Noise coming from your A/C:**
If you have recently changed your filter, remove it and place it back. If the filter isn't placed just right, sometimes the A/C will make a noise every time it turns on & off. If you hear a beeping sound, make sure it's not coming from your smoke detectors or doorbell.

For all other appliances...

- **Check the breakers:**
Make sure that **all** breakers are on and appliances are plugged in.
- **Check the settings:**
Make sure that you are using the correct setting for each appliance.

● **Refrigerators & Icemakers:**

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| Doors won't close: | Check for items that may be blocking the door. |
| Not making ice: | Make sure that the icemaker and water to the refrigerator is on. Also make sure the freezer temperature is set low enough to make ice. |
| Not dispensing ice: | Make sure the ice bin is in all the way & check for cubes that may be jammed. |
| Leaking water: | Make sure water bottles in the refrigerator are not leaking. |

● **Water Heaters:**

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| No hot water: | Check your timer or wall switch if you have one. |
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● **Range & Microwave:**

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| Not working: | Make sure they haven't been unplugged. |
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● **Dishwasher:**

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| Not cleaning dishes: | Run dishwasher with a cup full of vinegar and no soap. Also make sure you're not using old soap. |
| Not starting: | Check the timer setting; you may have turned it too far. |

● **Washer:**

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| Not filling: | Make sure the water is turned on. |
| Not dispensing fabric softener: | Clean out the fabric softener dispenser. |
| Not spinning: | Make sure you close the lid. For safety, washers won't spin with the lid open. |

● **Garbage Disposal:**

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| Not working: | Try pushing the reset button on the bottom or on the side of the disposal under the sink. |
| Bad smell: | Put ice in the disposal and grind it up. |

Following these directions will save you and the association money. Thank you for your cooperation.