

ANNUAL SERVICE AGREEMENT

March 1, 2011 - February 29, 2012

ELECTRIC AND/OR NATURAL GAS APPLIANCES

1. KPW Service Association, Inc. agrees to make all repairs and replace parts if available as necessary to maintain the designated appliance 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. K.P.W. Service will cut down overgrown and/or obstructing foliage to repair or replace an A/C unit if necessary. K.P.W. Service requires all fees to be paid as stated on your application or renewal form. As a member you agree to accept all terms of this service agreement.
2. K.P.W. Service is not responsible for replacing any appliance that is beyond repair other than Air Conditioning & Heating units. The decision of the service contractor shall be final as to when an appliance is not repairable. To reinstate coverage, the member must supply K.P.W. with a copy of the sales receipt when an appliance has been deemed beyond repair and needs to be replaced. Garbage disposals will be replaced with a Kitchen-Aid standard model disposal or the member may choose to receive a \$35.00 credit toward an upgraded unit.
3. If the member chooses **Basic Coverage**, the designated appliances for the purpose of this agreement shall be the **Central Air Conditioner, Heat and/or Heat Pump, Water Heater** (thermostat & heating elements only), **Kitchen Refrigerator** (without icemaker), **Oven, Range, and Hood**. The member may also choose optional coverage for **Washer/Dryer, Dishwasher, Icemaker, Garbage Disposal, Microwave, Extra Refrigerator or Deep Freezer** for an additional cost.
4. Service will be rendered during 8:00 a.m. - 5:00 p.m., Monday through Friday. Service is also available weekends and holidays, however these requests are costly and are for **emergencies only**. If service is demanded for a non-emergency service after 5 p.m., weekends, and/or holidays, the member must pay for the service. Air conditioning, heat, or a refrigerator that is not working is considered an emergency. Call 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 will supply a loaner refrigerator/freezer or a loaner countertop microwave, if necessary. Members with a loaner refrigerator/freezer or a loaner countertop microwave must make arrangements with 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 is **not** responsible for food spoilage.
6. Members are advised that employees of the service contractor are solely subject to control by the service contractor and are in no way controlled, supervised or directed by K.P.W. Service. 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 service contractor and handled through the contractor's insurance company. K.P.W. Service and the 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 vender 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 and will receive a discount for this service. Otherwise, this agreement shall become non-effective.
8. Members of the K.P.W. Service Association with a roof-top A/C unit will have their units removed, prior to roof replacement and reattached when roof replacement is completed. K.P.W. will not pay for any structural materials needed according to county code. K.P.W. Service and the K.P.W. Service contractor will not be liable for any damages resulting from re-roofing or A/C unit removal and reattachments by other service providers. It is the responsibility of the member to notify K.P.W. when a roof is scheduled to be replaced.

ANNUAL SERVICE AGREEMENT (CONT.)

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9. Members who live here seasonally, or are away 30 days or more, should contact K.P.W. Service by telephone for proper methods of starting and stopping appliances.

10. The member agrees to the following exclusions:

This agreement does not cover:

- a.) preventive maintenance or cosmetic repairs.
- b.) portable and/or window air conditioning units.
- c.) cleaning air conditioners or appliances.
- d.) cleaning dryer vents, unless dryer operation is being effected due to clogged vents.
- e.) cleaning dryer vents on tile roofs, or multi-story buildings.
- f.) racks, shelves, bins or mounting supports for any appliance.
- g.) burner rings, pans or grates.
- h.) glass tops on flat surface stoves.
- i.) air conditioner filters, vents, return grills or duct work.
- j.) appliance filters.
- k.) repairs or replacement of any structural materials that are removed to perform covered services.
- l.) any plumbing or electrical work.
- m.) any gas lines and/or shut off valves for any appliance.
- n.) lighting or re-lighting any gas appliance pilot lights.
- o.) tank less water heaters.

Members with calls deemed unnecessary by K.P.W. Service will be charged for the service call. 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 during your scheduled service time. Otherwise this may result in an unnecessary service call. Operational questions may be answered by telephone Monday – Friday from 8:00 a.m. – 5:00 p.m. Interruption of service due to TECO, Energy Management (prime time) or a TECO programmable thermostat is not covered under this agreement. If a service call is determined to be prime time, a problem with a TECO programmable thermostat or malfunction of 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.

11. K.P.W. Service will not cover any repairs that are reported by a home inspection company unless the home owner or selling/buying agent assumes responsibility for an incorrect home inspection report. K.P.W. Service will charge whoever assumes this responsibility if the service requested is deemed unnecessary. Access to unoccupied units must be provided by a responsible person. Entry keys will not be accepted by K.P.W. Service or the service contractor.
12. This agreement is transferable to the new unit owner upon sale of the unit only when K.P.W. Service is notified in writing, and the \$15.00 transfer fee is paid. Transfer fees are non-refundable.
13. Pro-Rating will be resolved between the buyer, seller and/or realtor. K.P.W. Service will not pro-rate the service agreement when your unit is sold.
14. K.P.W. Service will issue a pro-rated refund minus an early termination fee of \$15.00 for canceled agreements that have not incurred any costs to the association during the agreement year. If costs have been incurred, the member will be issued a refund minus all costs to the association and the early termination fee. Inspection fees are non-refundable.
15. K.P.W. Service will pro-rate the cost of coverage for new member applications. The Matching Reserve and Inspection fee will not be pro-rated.
16. K.P.W. Service reserves the right to refuse or cancel any application/membership due to non-compliance of contract terms.

THE TERMS OF THIS CONTRACT SHALL CONTINUE IN EFFECT FOR ALL MEMBERS. MEMBERS WILL BE NOTIFIED AT TIME OF RENEWAL WHEN REVISIONS ARE MADE BY THE K.P.W. SERVICE ASSOCIATION INC.