



Terms, Conditions & Options of Brighter Homez's Home Repair Plans

Gas and electric appliances

Conditions of your Brighter Homez Home Repair Plan

1. This contract applies to one single family residence per contract.
2. Appliances and equipment must meet code requirements and be in operating condition at the time contract service begins. Brighter Homez must have safe access to and safe working conditions at and around the appliances and equipment.
3. Brighter Homez shall not be responsible for charges for service or parts you have others provide.
4. Brighter Homez may not be able to make certain repairs due to unavailability of parts. Unavailability can result from parts no longer being manufactured. The likelihood of parts being unavailable is greater with older appliances. Brighter Homez also reserves the right to restrict specific makes of appliances from eligibility due to non-availability of parts. The choice of parts to be used shall be at the discretion of Brighter Homez.
5. Brighter Homez reserves the right not to repair the appliance and to recommend replacement by you when the cost of repair exceeds the value of the existing appliance.
6. Brighter Homez is not responsible for losses of any kind, including direct or indirect damages, death, illness or injury resulting from conditions or events beyond Brighter Homez's control that impair Brighter Homez's ability to provide services under this contract. Such conditions include pre-existing incompatible sizing issues, unavailability of parts, labor difficulties, extreme weather conditions, and other conditions beyond Brighter Homez control. Brighter Homez is not responsible for indirect, consequential, or incidental damages (indirect losses or injuries) in any circumstance.
7. Brighter Homez may, at its discretion, use qualified contractors to fulfill all or any part of its obligation under the terms of this agreement.
8. Brighter Homez's Home Service Plus Repair Plan does not cover any material, parts and labor required as the result of abuse, vandalism, fire, freezing, power or water supply outages, flooded cellars, or other abnormal conditions. Brighter Homez will not be required to perform repair plan services until any asbestos hazard is eliminated and Brighter Homez determines, at its discretion, that no hazard exists.
9. To ensure continued protection, the contract will be automatically renewed on the same day of every month at regular non-promotional prices and terms then in effect, unless cancelled by you or Brighter Homez in writing to the other within thirty (30) days. Coverage on all optional appliances will be automatically renewed at the regular non-promotional prices and terms then in effect for optional appliance coverage.
10. You are purchasing the Home Repair Plan contract monthly. For your convenience, if you move from the covered residence during the term of your Repair Plan contract, your Repair Plan contract will be transferred to your new address, if it is within the Brighter Homez service territory. When you transfer your account, your Repair Plan anniversary date will remain the same.



BRIGHTER HOMEZ

11. If payments are late on Repair Plans we may demand immediate payment of the greater of the entire amount you owe under the terms of this contract or immediate payment of the cost (labor and parts) of all service provided to you less any payments made by you to Brighter Homez . Further, if your Repair Plan account reaches 90 days past due, Brighter Homez will cancel your Repair Plan, including all optional coverage. You remain liable for the amount owed at date of cancellation as set forth above.
12. Inspections and routine preventive maintenance are not covered by the Home Repair Plan.
13. Parts not shown in the coverage chart and related labor are not covered.

NOT COVERED UNDER PLAN

1. Appliance installation, disconnection, inspection and manufacturer-recommended maintenance.
2. Installation of factory update or factory upgrade kits.
3. Labor or equipment rental cost of gaining access to or removal of any unit that requires special equipment or tools such as cranes, ladder trucks, etc.
4. Damage caused by corrosion, corrosion occurring in an atmosphere containing chlorine, or rust and any other labor or parts not shown on the coverage chart.