



HPA # \_\_\_\_\_

# Home Protection Agreement

www.KayPlumbing.com  
info@kayplumbing.com

## 803-445-3707

◆ 15% Discount.

### SILVER PROGRAM Benefits

◆ Waived Trip Charge.

◆ 100% Satisfaction Guaranteed.

◆ Lifetime Warranty.

◆ A Trusted Professional At Your Service.

◆ FREE Plumbing Inspections.

◆ Transferrable.

### GOLD PROGRAM Benefits

◆ All SILVER PROGRAM Benefits plus. ◆ Waived Emergency Trip Charges.

◆ No Emergency Rates.

◆ Perform \$99.00 water heater flush-out cleaning.

#### Service Address

Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

#### Billing Information

Name (Cardholder) \_\_\_\_\_ Start Date: \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone (Home) \_\_\_\_\_ Phone (Work/Cell) \_\_\_\_\_

Email: \_\_\_\_\_

Home Protection Options:  **SILVER PROGRAM** \$7.99 per month  **GOLD PROGRAM** \$10.99 per month

Please automatically debit my credit card  
Last 4 Digits \_\_\_\_\_

Please automatically debit my checking account.  
(Please include copy of voided check)

I hereby authorize Kay Plumbing Services to debit the agreed amount from my checking account or credit card every month beginning after my application date. I understand this agreement shall remain in effect at the price specified for a minimum period of 12 months and shall automatically renew at the price specified, unless written notice of cancellation is received to the office via mail or e-mail. Cancellation notice must be received 15 days prior to the contracts renewal date to allow time for processing or contract will remain in effect until following month. A Cancellation Fee of \$96.00 will apply if canceled within the first 12 months. Lifetime warranty does not cover consequential damages caused by product failure. Kay Plumbing Services has the right to cancel the Agreement without notice. I agree to all items listed on the second page of this document...

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# PLUMBING INSPECTION ACTION POINTS

## Water Heater...

- ◆ Check temperature & pressure relief valve
- ◆ Check for leaking or corrosion
- ◆ Check burner area on gas water heater
- ◆ Check exhaust pipe condition
- ◆ Locate emergency shut-off valves
- ◆ Place sticker on water heater

## Bathrooms...

- ◆ Check shower head for proper operation
- ◆ Check bathtub drain
- ◆ Check trip lever
- ◆ Check internal parts of toilet tank
- ◆ Check & tighten toilet seat
- ◆ Check tub and shower caulk
- ◆ Check lavatory p-trap
- ◆ Check aerator on lavatory
- ◆ Check function of pop-up drain
- ◆ Check emergency water shut-off valves
- ◆ Check faucets for dripping and general appearance

## Kitchen...

- ◆ Check under sink drain piping
- ◆ Check emergency water shut-off valves
- ◆ Check dishwasher loop
- ◆ Check garbage disposal
- ◆ Place Sticker on garbage disposal
- ◆ Check drains and faucets for proper function and general appearance

## Outside...

- ◆ Check water meter
- ◆ Check incoming water pressure
- ◆ Check emergency water shut-offs
- ◆ Check hose bibs
- ◆ Show customer where main valves are
- ◆ Check for gas leaks

## Crawlspace...

- ◆ Check water pipes
- ◆ Check drain lines
- ◆ Check gas pipes

## Plus MUCH MUCH MORE...

## Terms and Conditions

This Agreement is between the Seller and the Purchaser and is a maintenance agreement, not an insurance policy, extended warranty or service contract. This Agreement applies only to the residence listed on the front of this document.

I. This Agreement starts at 12:01 a.m. EST on the effective date identified on the front of this agreement and extends until it is cancelled by the Purchaser or Seller under the conditions of this contract. There is a 24 hour grace period before purchaser can take advantage of any benefits.

II. With the Silver or Gold Program, we will provide the following benefits to you during the term of this Agreement:

A. We will provide you with a discount UP TO 15% off our usual and customary rates during normal business hours. 15% discount can be combined with other offers listed here only (coupons, specials, rebates, special credits).

B. Plumbing Inspections: We will perform bi-annual plumbing inspection during the term of this Agreement. You may contact us to schedule your Plumbing inspections. Plumbing inspections may be scheduled to be completed during the term of this Agreement during normal business hours only. The first Plumbing inspection has to be scheduled within 30 days from the start of the agreement. Inspections should be at least 6 months apart.

C. For other services, we will use reasonable efforts to provide you with the priority service through preferential treatment in the scheduling of your call. You may contact us for emergency service 24hrs a day, seven days a week. Emergencies are situations that create substantial risk or injury to people or substantial property damage.

D. If you are in need of service during normal business hours we will waive the trip charge. If you are in need of service and you will decide not to use our services we will charge minimum of \$49.50 service charge.

E. For any repairs we perform during the term of this Agreement, we will provide you with up-front pricing applicable to such repairs, when available.

F. Repairs performed by us during the term of this Agreement will be covered by our warranty.

G. The lifetime warranty on the repair and service that we provide does not include normal wear and tear and or negligence by the Purchaser. Customer is expected to use the product as it was intended by the manufacturer of the product.

III. With the Gold Program, we will provide the following benefits to you during the term of this Agreement:

A. If you are in need of emergency service, no matter what time of the day or night you call, you will not pay overtime rates. You will receive the same quality service as always but only pay regular pricing.

B. If you are in need of service, no matter what time of the day or night you call, we will waive a trip charge. If you are in need of service and you will decide not to use our services we will charge minimum of \$49.50 service charge.

C. We will perform \$99.00 water heater flush-out cleaning on unlimited number of tankless or tank water heaters at residence. Water heater flush-out service should be scheduled in advance.

IV. This Agreement may be cancelled for any and all reasons listed:

A. This Agreement will automatically renew on the anniversary of the start date unless contacted prior to the date of renewal.

B. If this Agreement will be cancelled, for any reason, within the first 12 months from the start of effective date identified on the front of this Agreement, we will apply a cancellation fee of \$96.00.

C. You authorize Kay Plumbing Services to charge the credit card or checking account on file. Dues will be withdrawn on the same day of each month. If the credit card or checking account on file is declined, Customer must furnish Kay Plumbing Services with new form of payment within 24 hours to avoid late payment fee of \$35.00.

D. Unpaid invoice for renewal of a Home Protection Agreement is a subject for cancellation if not paid within 10 business days after due date indicated on the invoice. If you fail to pay the amount due, you agree to pay the unpaid amount due plus 5% per month on the unpaid amount due computed on a monthly basis.

E. No service will be required to be rendered by us under this Agreement if you have a past-due account and this Agreement can be cancelled by us for fraud, material misrepresentation, your failure to make any payment required under this Agreement when due or your failure to pay for any goods or services rendered or provided by us to you, whether in connection with this Agreement or otherwise.

V. The Agreement may be transferred for any and all reasons listed:

A. This Agreement may be transferred by you only to the person to whom you sell your residence during the terms of this Agreement. This Agreement may be transferred by us at any time.

B. This Agreement may be transferred from Silver Program to Gold Program or from Gold Program to Silver Program at any time. We have to receive a new signed Agreement. Proper paper work may be obtained by contacting our office or service technician. In the event of a transfer from one plan to another, no money will be prorated or refunded.

VI. This Agreement does not cover and we will not be responsible for:

A. Any breakdown or failure of the equipment or any failure to detect any defect in or malfunction of the equipment.

B. Any parts or labor for any required repair, except that if you have us provide the required repairs during the term of this agreement, the repairs will be provided in accordance with the provisions in Section II and III of this Agreement.

C. Any consequential, secondary, or incidental damages or any bodily injury or property damage, regardless of cause.

VII. Lifetime warranty on repairs only applies when the customer pays for the service or repair. When a repair is completed to items covered under an original installation warranty and the customer does not pay for services provided, a lifetime warranty does not apply. The lifetime warranty does not cover any consequential, secondary, or incidental damages or any bodily injury or property damage, regardless of cause. The lifetime warranty does not cover negligence, fire, water damage, or acts of nature that cause the damage to the product covered under warranty. If negligence, fire, water damage, or acts of nature damage items covered under lifetime warranty, the warranty is discontinued and void. Customer must maintain their status as a Home Protection Agreement member on a consecutive monthly or annual basis for lifetime warranty to be valid. If at anytime the customer discontinues the Agreement or falls more than 10 days past due on their account, the applicable and available lifetime warranties are null and void. Once the warranties are null and void, they cannot be renewed. There are services and repairs that will not qualify for the lifetime warranty based on the type of work. The technician will notify you at the time of repair that the particular repair is not covered under any warranty.

VIII. Our standard warranty on service and repairs is 1-year. There are services and repairs that will not qualify for the 1-year warranty or lifetime warranty based on the type of work. The technician will notify you at the time of repair that the particular repair is not covered under any warranty.

Kay Plumbing Services reserves the right to determine the length of warranty based on the particular repair.

\_\_\_\_\_ (Initial)