Premium Protection PlanTM DEALER SERVICE AGREEMENT

- 1. Authorized Service Dealer, upon request, will perform service and repair work on HVAC equipment for Premium Protection Plan Program (hereby noted as JB&A PPP) agreement holders when agreement holders have a valid claim. The Authorized Service Dealer agrees to charge the manufacturer for labor and parts whenever they are covered under the manufacturer's warranty. JB&A PPP will not begin labor payment before the 91st day of receipt of the applicable executed agreement. It is very important for you to know if the consumer's agreement covers both part(s) and labor or if it covers only the part(s) or only the labor. If only one part(s) or labor is covered, it will be clearly stated on the consumer's agreement.
- 2. Authorized Service Dealer must agree to perform the needed service and to repair the unit as efficiently and reasonably as possible. Service shops must give a minimum 90 days guarantee on labor and honor the standard manufacturer's warranty on parts they install. No claims for service parts or labor are paid until after the manufacturer's warranty has been completed.
- Authorized Service Dealer must not make any repair pursuant to an agreement without first checking the warranty date and terms of coverage. Prior authorization tracking number generation is required for the following repairs or replacement: Compressor, Heat Exchanger, ECM Variable Speed (VFD Invertor type) Motor, Coil or any repair that exceeds \$400. Only items covered by the warranty are subject for payment.
- 4. JB&A PPP requires that the following must be included on all claims and supporting documents.
 - a. Service company name, complete address, phone number and email address.
 - b. Customer's name, complete address, phone number and email address.
 - c. Extended warranty service contract number, type and length of agreement.
 - d. Type of unit covered (such as condensing unit, air handler, compressor, etc,) and size of unit.
 - e. Product manufacturer, model number and serial number.
 - f. Date unit was purchased.
 - g. Date of service.
 - h. Nature of problem (diagnosis and date of diagnosis).
 - i. Type of service performed and details of the repair.
 - j. List of part numbers used (even if still under manufacturer's warranty).
 - k. Itemized list of charges.
 - I. Copy of distributor's invoice on all parts.
 - m. Customer's and service technician's signature on all service/repair tickets must be kept on file by the Dealer and made available to JB&A PPP on request.
 - n. Claims must be legible.
 - o. A copy of the signed service ticket, work order must be submitted including technician's arrival and departure time.
- 5. If any of the information outlined in Section 4 is missing, then the claim shall be returned for additional information.
- 6. Parts invoice must accompany all claims.
- 7. "No problem found" calls are not covered-no reimbursement. This includes resetting of tripped safety switches. The consumer pays for such calls.
- 8. JB&A PPP agreements do not provide for two men per truck labor rates on residential products. Two men on COMMERCIAL roof mount and large ground mount units are covered for compressor and coil replacement only.
- 9. JB&A PPP agrees to pay labor and/or parts and/or mark-up per the programs reimbursement schedule Parts may be requested to be returned to JB&A PPP for evaluation. Labor rate is listed and approved as shown on-line in the JB&A PPP Application.
- 10. All service work must be done during normal working hours. No extra charges for after hours, weekend and holiday overtime are allowed. Standard day rates will be paid.
- 11. The agreement becomes effective on the 91st day from receipt of the agreement from JB&A PPP. No claims will be paid for work done prior to this date.
- 12. Authorized Service Dealer agrees JB&A PPP may verify, if they desire, directly with the customer or holder of the agreement, work performed for which the claim has been filed. Random audits will be performed. The Dealer Service Agreements for Dealers who submit fraudulent claims or experience excessive claims will be automatically terminated and their customer list reassigned to another authorized contractor.
- 13. JB&A PPP will pay Authorized Service Dealer \$1.00 per mile up to 30 miles one way outside the Servicer's normal trade area, defined as outside a

Page **1** of **3** JBA-PPP-DSA-11112014 30 mile radius of the Servicer's shop or office.

- 14. Claims must be submitted within thirty (30) days of service. Any missing supporting documents must be submitted within 30 days of date of service. Incomplete claims will not be considered and will be denied.
- 15. JB&A PPP reserves the right to assign agreements to other registered service Dealers(s) if any of the following conditions are met: (a) service Dealer fails to promptly and competently perform service work when requested to do so by JB&A PPP or the consumer, (b) service Dealer ceases to operate as a business, or (c) Dealer requests such assignment.
- 16. This agreement may be terminated by either party at any time.
- 17. In the event of any grounds default by Authorized Service Dealer or other grounds for termination, JB&A PPP shall provide written notice to Authorized Service Dealer and request them to cure the default. If, within three working days of notice, the Authorized Service Dealer has not cured such default or provided JB&A PPP with adequate assurances that the default will be cured, then JB&A PPP reserves the right to assign the agreements(s) to another registered service Dealer. In the event of such assignment or termination, JB&A PPP shall not be liable to the Authorized Service Dealer for any damages arising out of said assignment or termination, including but not limited to lost profits or revenues.
- 18. It is understood and agreed that the Authorized Service Dealer shall carry a minimum of \$1,000,000.00 Comprehensive General Liability Insurance, and shall provide evidence of such insurance upon request.
- 19. Seacoast coverages must be purchased on equipment located within 1 mile of saltwater coast line. JBA PPP is not eligible on equipment installed in corrosive atmospheric environments where chemicals and/or aerosols are present.

CONTRACTOR ALLOWANCE SCHEDULE

PART COST (Sum of Total Parts)	ALLOWANCE				
\$0.00 - \$24.99 \$25.00 - \$49.99	\$15.00 \$20.00				
\$50.00 - \$74.99	\$25.00				
\$75.00 - \$99.99	\$30.00				
\$100.00 - \$124.99	\$35.00				
\$125.00 - \$149.99 \$150.00 +	\$40.00 \$45.00				
EXCLUDES COILS	\$ 4 5.00				
CONTRACTOR SERVICE RATES					
Normal Hourly Rate of \$ <u>85 / 125 (depending on plan purchased)</u>					
(Hourly rate that goes into reimbursement calculation)					
Normal Call rate of \$ 65					
(Includes diagnostics and first 30 minutes at jobsite)					
(
Refrigerant Reclamation Fee <u>\$5</u>	5				
(If reclaim is necessary)					
CONTRACTOR INFORMATION					
Service Contractor					
Address					
Address					
City	State				
ZipPho	one				
Openies Ofeneture					
Service Signature					
General Manager or					
Main Contact					
JB&A, Approval	Data				
(Provider) By:	Date				

Premium Protection PlanTM

REPAIR/REPLACEMENT TIME SCHEDULE - LABOR ONLY ALL HVAC REPAIR AND PLUMBING

REFRIGERANT	JOB HOURS	ELECTRICAL	JOB HOURS	MECHANICAL/GENERAL	JOB HOURS
Compressor	4	Cad Call	1	Bearing	1
Accumulator	3	Capacitor Circuit Board	1	Belt/Pulley	1
Coil	3	Heater Element	1	Damper	1
Expansion Valve	3	Contactor-Crank Heater	1	Drain Pan	1
Header/Dist.	3	Defrost/Control	1	Fan/Blower	1
Metering Device	3	Fan Switch/Control	1	Motor Mount	1
Reversing Valve	3	Fuse Block	1	Orifice	1
Check Valve	2	Module	1	Pulley Shaft	1
Drier	2	Motor (Cond/Furn)	1	Spring	1
Leak-Restriction	2	Overload (External)	1	Misc.	1
Muffler	2	Relay/Capacitor	1		
Pressure Switch	2	Solenoid	1	PLUMBING	JOB HOURS
Receiver	2	Start/Assist	1		
Service Valve	2	Switch/Sequencer	1	Boiler Pump (Circulator)	2
Tubing	2	Thermocouple	1	Storage Tanks (up to 100 Gal)	2
		Timer	1	Toilets Residential	1
COMBUSTION		Transformer	1	Garbage Disposal	1
Heat Exchanger	4	Wire-ignition Switch	1	Hot Water Dispenser	1
Blower Assembly	2	Misc. Wiring	1	Whirlpool Pump	1
Burner	1			Water Heater	1
Comb/Vent Blower	1	JB & Associates		Tank Replacement < 50 Gal	2
Gas Valve	1	2221 Justin Road #119-PMB 151		Tank Replacement 51+ Gal	3
Igniter	1	Flower Mound, TX 75028		Pressure Relief	1
Nozzle	1	Phone: 877-675-7774		Sump Pump	1
Orifice	1	Fax: 469-464-1226		Sewage or Sand Mound Pump	1
Pilot	1			Well Pump	2.5
Pump/Oil	1			Fireplace Heater	1.5
- F -				Pellet Stove	1.5

NOTE: THE TIMES SHOWN ABOVE ARE GUIDELINES FOR RESIDENTIAL AND LIGHT COMMERCIAL SERVICE