

# **AFC Application Agreement**

Welcome,

We at AFC Home Club would like to welcome you in advance to our newest network of service providers. At AFC Home Club take pride in our network and take serious the relationship that is formed with our techs in the field. We realize that you are our eyes and ears out in the field. Companies like yours make us successful.

AFC Home Club is a full service Home Club Program who has been in the industry for a collective of 30 years. Some of you have worked with us on other projects, since we have provided services for consumes all across America. Our industry is always changing, so we are constantly evolving to stay up with industry standards, guidelines and news. We pride ourselves at being efficient and easy to work with. Below are some highlights of being a contractor at AFC Home Club.

- We process and pay claims within 30 days
- · We can pay by check or credit card
- Our denied or no problem found service calls AFC will still pay trip/diagnosis fee
- You become a preferred vendor in your area by City
- We filter additional business towards you. Any person whether they are an existing customer or not, is channeled to you as a vendor
- Reliable, experienced customer service agents on the other side who keep your best interest in mind

In a tough economic time people are keeping their homes longer than ever, meaning more repairs are needed daily and we turn each customer in your area to you. Please send the completed application by mail: 1337 Canton Rd Bldg B Marietta, GA 30066 or email: service@afchomeclub.com.

Best Regards, Service Dispatch Team 1-855-613-4555





## **Service Center Application Agreement**

# AFC Home Warranty 2625 Sandy Plains Rd, Suite 203 Marietta, GA 30066

Corporate or Legal Name of Dealer		D/B/A
Correspondence Mailing Address		City, State, Zip
Federal Employment ID Number	SS Number if FEIN	Office Email Address
Main Office Telephone (Business hours)	Emergency After Hours	Fax Number
Owner Contact Name	Service Manager Contact Name	Accounting Manager Contact Name
Owner Contact Number	Service Manager Contact Number	Accounting Manager Contact Number

AFC Home Warranty is an administrator and contract provider for service warranty contracts and extended service programs wishes to engage the (Dealer) listed above as an authorized service provider, to perform work which is authorized on properties where said contracts and programs are acquired by residential end users (Customers). AFC agrees to pay Dealer for work that is properly authorized by AFC for said service warranty and extended service programs, according to the terms, and only if the following requirements are met and procedures are followed:

**1 DEALER'S RATES AND PRICING OPTIONS** Dealer shall provide AFC with pricing for scopes of work and equipment it is licensed and/or factory authorized to repair in recorded table within this Agreement.

## 2 INVOICING, PAYMENT AND DEALER GURANTEE.

- **a.** To ensure prompt payments, Dealers shall:
- i) Complete and mail/fax or email their invoices to AFC for all authorization work within 30 days of repair completion
- ii) Include with original invoice the original fax authorization
- iii) Write the authorization number provided by AFC on invoices as well as related paperwork
- iv) Submit invoices to AFC by fax, email or mail to:
  - AFC Home Warranty 2625 Sandy Plains Rd Suite 203 Marietta, GA 30066
- b. AFC agrees to pay Dealer within (30) days from AFC receipt of properly submitted invoices
- Dealer shall guarantee all work preformed for at least (90) days labor and parts warranty will be determined by parts manufacturer.







#### **3 MARK-UP RATES, PARTS GUIDELINES.**

AFC will allow the following:

- i) AFC has the right to order parts and have them delivered to the service provider if they deem necessary. In the event the Service Center provides parts, they will follow the following guidelines
- ii) For parts and materials less than \$25 in retail value, dealer may use their normal retail pricing
- iii) For parts, materials, or equipment exceeding \$25 in retail value Dealer may apply 40% mark-up for parts, materials and equipment.
- iv) In order to be paid a 40% mark-up on a item by AFC, Dealer may be required to submit with their invoice a legible copy of their bill or invoice
- a. In no case shall used or re-conditions parts ever be used.
- b. **USE AND ODIFICATION OF AFC PROCEDURES.** Dealer agrees to abide by, and to familiarize its management, technicians, administrative, and all other affect personnel with the claims procedure and guidelines specified in this Agreement. AFC maintains the rights to add, delete and/or modify the procedures and guidelines outlined in this Agreement from time to time to ensure efficiency and Customer satisfaction. AFC agrees to notify dealer promptly in writing of such changes.

**4 CUSTOMER SERVICE REQUESTD AND CLAIMS PROCESS** Dealer agrees to abide by, and to refer and abide by the following guidelines as related to the Customer claims and service requests:

- a. Only the Customer shall contact AFC directly for service calls
- b. AFC is responsible for determining if the customer contract s in effect
- AFC will attempt to identify, to the best of its ability, if the claims request is covered under Customer's service contract.
- d. When Customer calls AFC for a claims request, and AFC believes the Customers claim may be covered, AFC will tell the Customer:
  - i) That AFC is authorizing a diagnostic service call, and:
  - ii) That AFC will contact and assign a service dealer, and:
  - iii) That said dealer with contact them with two to three hours maximum
  - iv) That said dealer will be contacting them to schedule the diagnostic service call.
- e. Following the initial conversation with the customer, AFC will contact the Dealer both by fax/email and/or telephone to verify the Dealer's availability to run the call. Availability to take is defined in the agreement as follows:
- f. Dealer must obtain an authorization from AFC before scheduling or performing a diagnostic service call
- g. Dealer understands that being dispatched by AFC to perform a diagnostic service call is <u>not</u> an authorization to proceed with repairs, and AFC assumes no liability for <u>unauthorized</u> repairs made by Dealer
- h. Dealer understands the AFC alone is authorized to make the determination if a problem is a covered item under the policy, and Dealer and its representatives agree to represent the fact accurately to Customers.
- Dealer agrees and understands that Dealer's primary role during a diagnostic service call is to assist AFC in determining if the reported problem is covered under the Customer's service contract.
- j. During a diagnostic service call, the Dealer agrees to adhere to the following protocol and procedures:
  - Dealer or its representatives are expected to refrain from expressing to the Customer any opinion or judgment regarding whether the reported problem <u>is</u> or <u>is not</u> covered under the Customer's service contract
  - ii) As soon as the problem has been visually inspected, Dealer or Dealer's technician shall contact AFC be telephone <u>immediately</u> (via AFC's Dealer Claims Line 1-866-242-0629)
  - iii) Dealer agrees to provide accurate and objective responses to all AFC inquiries regarding the situation in order to assist AFC in determining whether or not the item is covered.







- iv) If AFC determines that the item is <u>not covered</u>, AFC will provide the Dealer, during that phone call, and authorization number only for that trip charge. When a claim has been denied, any further repair or other expenses incurred by Dealer on that call will not be the responsibility of AFC.
- v) AFC will provide the Dealer with further instructions on how to proceed.
- vi) Any repair or replacement work authorized to proceed by AFC will be assigned an authorization number at that time, which must accompany all subsequent Dealer invoices.
- vii) If the actual cost of the repair appears as if it will exceed the initially approved estimate, Dealer must immediately contact AFC for further instructions.
- viii) If more work is authorized, that further work will be assigned an additional authorization number.
- ix) AFC agrees to respect to the Dealer's productive time during call by providing, in the simplest of cases, immediate determination and, in more complex cases (typically involving replacements), no more than (15) minutes .
- x) Once a claim is submitted to AFC, the claim shall be reviewed against Dealer's claim exceed these values, AFC shall adjudicate the claim accordingly.

## 5 DEALER INSURANCE AND LISCENSE REQUIREMENTS Dealer shall, at all times, maintain with AFC current proof of:

- a. Liability insurance with:
  - I) Minimum amount of \$500,000.00;
  - II) Workmen's compensation insurance coverage; and
  - III) Automatic notification of cancellation in writing by insurer to AFC
- b. Proper city, county and state licensures, registration and certifications, as required by law;

#### **6 DEALER INFORMATON TABLE**

1.Check all scopes of work your firm provides			your firm's hourl ork in each of the v	Please include rates for any additional scopes of work that you are authorized to perform	
		Non-Technical /Apprentice	Certified/ Journeyman	Two Person Crew	
	Appliance Repair	\$	\$	\$	
	Retail Appliances	\$	\$	\$	
	HVAC	\$	\$	\$	
	Gas and Oil Furnace	\$	\$	\$	
	Plumbing	\$	\$	\$	
	Electrical	\$	\$	\$	
	Gas piping and venting	\$	\$	\$	
	Pool and Spa equipment	\$	\$	\$	
	Standard Tip/Pull charge	\$	\$	\$	

AFC HAS YOU COVERED





Other:	\$ \$	\$	

LIST RELOW ALL MANUFACTURES WHICH YOUR ARE FACTORY AUTHORIZED

#### **7 IDEMINFICATION**

AFC assumes no obligation for bodily injury, or property damage caused directly or indirectly by failure or malfunction, or any other cause, by any equipment; or for any other action not expressly provided in the service contract. Dealer hereby agrees to indemnify and hold AFC harmless for any claims for payment or charges not expressly authorized in advance and from any claim, damage, expense, or matter otherwise arising out of any repairs that Dealer may perform.

## **8 GENERAL CONDITIONS**

This agreement shall be governed under the laws of the state of Georgia and any other legal proceedings pertaining to it shall be carried out in this venue. This agreement supersedes all previous agreements between the parties, either written or oral. This agreement may only be amended in writing, and signed by both parties. In the event not all of the above requirements are met, or in the event of bankruptcy by or against Dealer, or in the event of fraud; this Agreement may be terminated by either party with written notice.

For Dealer For America's 1<sup>st</sup> Choice Warranty

Print Name	Title	Print Name	Title
Signature	Date	Signature	Date

# AFC HAS YOU COVERED





List below the ZIP code areas your firm provides full services. Accuracy is important in order to ensure efficient dispatching.

ZIP Codes can be changed by Service Contract Anytime.