

AFC Application Agreement

Welcome,

We at AFC Home Club would like to welcome you in advance to our network of service providers. At AFC Home Club we take pride in our network and the relationships formed with our technicians in the field. You are our eyes and ears in the field therefore it is imperative you give descriptive diagnosis on these units.

AFC Home Club is a full service home membership company who has been in the service industry for a collective of 30 years. Our industry is always changing, so we are constantly evolving to stay up-to-date with industry standards and guidelines. 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 *authorized* service requests within 30 days
- We pay by PayPal, credit card or check
- We pay a diagnostic fee even if there are no malfunctions found upon diagnosis
- After 5 successful service requests, you will become a preferred vendor in our system based on your service area
- We refer potential of existing customers to preferred vendors in our database
- Our experienced customer service representatives are available Monday-Saturday

In a tough economic time, people are keeping their homes longer than ever, meaning more repairs are needed daily. Please send the completed application by Fax: 770-973-3338, Mail: 1337 Canton Rd, Building B Marietta, GA 30066 or Email: <u>Erina@afchomeclub.com</u>.

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





Service Provider Application Agreement

AFC Home Club 1337 Canton Rd, Building B Marietta, GA 30066

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

AFC Home Club is an administrator and contract provider for service membership contracts and extended service programs wishes to engage the (Contractor) 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 Contractor for work that is properly authorized by AFC for said service department and extended service programs, according to the terms, and only if the following requirements are met and procedures are followed:

1 CONTRACTOR'S RATES AND PRICING OPTIONS Contractor 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 PAYMENT AND CONTRACTOR GUARANTEE.

- a. To ensure prompt payments, Contractors shall:
 - i) Call in or submit diagnostic report online **prior to completing repairs** to receive an authorization to complete repairs
 - ii) Call in after authorized repairs have been completed
 - iii) Authorized repairs will be paid once verification has been received that repairs have been completed
 - iv) Authorized repairs will be paid over the phone via credit card or by PayPal
 - v) If the above payment options are not accepted, Submit invoices to AFC by fax, email or mail to:
 - AFC Home Club
 1337 Canton Rd, Building B
 Marietta, GA 30066
- b. AFC agrees to pay Contractor within (30) days from AFC receipt of properly submitted invoices
- c. Contractor shall guarantee all work preformed for at least (90) days labor and parts.



3 MARK-UP RATES, PARTS GUIDELINES.

AFC will allow the following:

- **a.** 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
 - i) For parts and materials less than \$25 in retail value, Contractor may use their normal retail pricing
 - ii) For parts, materials, or equipment exceeding \$25 in retail value Contractor may apply 20% mark-up on those parts, materials and equipment.
 - iii) In order to be paid a 20% mark-up on an item by AFC, Contractor may be required to submit with their invoice, a legible copy of their bill or invoice
- **b.** In no case shall used or re-conditioned parts ever be used.
- c. USE AND MODIFICATION OF AFC PROCEDURES. Contractor agrees to abide by, and to familiarize its management, technicians, administrative, and all other affect personnel with the services 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 Contractor promptly in writing of such changes.

4 CUSTOMER SERVICE REQUESTS: Contractor agrees to refer and abide by the following guidelines as related to the Customer service requests:

- a. Only the Customer shall contact AFC directly for service calls
- **b.** AFC is responsible for determining if the customer contract is in effect
- **c.** AFC will attempt to identify, to the best of its ability, if the service request is covered under Customer's service contract.
- **d.** When a Customer calls AFC for a service request, and AFC believes the Customers service request may be covered, AFC will advise the Customer:
 - i) That AFC is authorizing a diagnostic service call
 - ii) That AFC will contact and assign a service Contractor
 - iii) That said Contractor with contact them within two hours maximum to schedule the diagnostic service call
- e. Following the initial conversation with the customer, AFC will contact the Contractor, both by fax/email and/or telephone, to verify the Contractor's availability to run the call. Availability to run the call is defined in the agreement as follows:
 - i) Contractor must obtain an authorization from AFC before scheduling or performing a diagnostic service call
 - Contractor 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 Contractor
 - iii) Contractor understands that AFC alone is authorized to make the determination if an issue or repair is covered under the policy, and Contractor and its representatives agree to represent the fact accurately to Customers.
 - iv) Contractor agrees and understands that Contractor'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.
- f. During a diagnostic service call, the Contractor agrees to adhere to the following protocol and procedures:
 - Contractor 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, Contractor or Contractor's technician shall contact AFC by telephone <u>immediately</u> via AFC's Service Department (1-855-613-4555 option 1) or (678-335-6374)
 - iii) Contractor 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.





- **g.** Once AFC determines whether an issue is covered or not covered, AFC will provide the Contractor with further instructions on how to proceed.
 - i) In the event that AFC determines an issue is <u>covered</u>, and the repair or replacement cost is approved by AFC, an authorization number will be assigned at that time (authorization numbers must accompany all subsequent Contractor invoices).
 - ii) In the event that the Contractor determines that the actual cost of repairs or replacement exceeds a previously approved estimate by AFC, the Contractor must <u>immediately</u> contact AFC for further authorization. If the additional cost is approved an additional authorization number will be assigned.
 - iii) In the event that AFC determines an issue is <u>not covered</u>, AFC will provide the Contractor, during that phone call, an authorization number for the diagnostic fee only. When a claim has been denied any further repair or other expenses incurred by the Contractor will not be the responsibility of AFC.
- **h.** AFC agrees to respect the Contractor's productive time during a call by providing, in the simplest of cases, immediate determination and, in more complex cases (typically involving replacements), a time frame in which a decision will be reached.
- i. AFC will not exceed the approved amount without proper authorization from an AFC agent. AFC has hired you for the job not the customer therefore **the customer is not able to approve** any repairs, they do however have the right to decline the repairs prior to work being done.

5 CONTRACTOR INSURANCE AND LISCENSE REQUIREMENTS: Contractor 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

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b. Proper city, county and state licensures, registration and certifications, as required by law;

6 CONTRACTOR INFORMATON TABLE

 Check all scopes of work your firm provides 			your firm's hourly ork in each of the v	3. Please include rates for any additional scopes of work that you are authorized to perform	
		Non-Technical /Apprentice	Certified/ Master Tech	Two Person Crew	
4	Appliance Repair	\$	\$	\$	
F	Retail Appliances	\$	\$	\$	
ŀ	HVAC	\$	\$	\$	
(Gas and Oil Furnace	\$	\$	\$	
F	Plumbing	\$	\$	\$	
E	Electrical	\$	\$	\$	
(Gas piping and venting	\$	\$	\$	
	Pool and Spa equipment	\$	\$	\$	
	Standard Trip/Pull Charge	\$	\$	\$	

1337 CANTON ROAD, BLDG B • MARIETTA, GEORGIA 30066 PHONE: 866-242-0629 • FAX: 770-973-3338 • WWW.AFCWARRANTY.COM



Other:	\$ \$	\$

LIST BELOW ALL MANUFACTURES WHICH YOUR ARE FACTORY AUTHORIZED

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 Contractor Anytime.





7 INDEMINFICATION

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

8 CONFIDENTIALITY

Contractor acknowledges and agrees that all financial and accounting records, lists of property owned by Company, including amounts paid therefore, client and customer lists, and other Company data and information related to its business (hereinafter collectively "Confidential Information") are valuable assets of the Company. Except for disclosures required to be made to advance the business of the Company and information which is a matter of public record, Contractor shall not, during the term of this Agreement or after the termination of this Agreement, disclose any Confidential Information for the benefit of Contractor or any other person, except with the prior written consent from the Company.

9 No Release

Contractor agrees that the termination of this Agreement shall not release Contractor from any obligations under this agreement with consent of the Company.

10 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 Contractor, or in the event of fraud; this Agreement may be terminated by either party with written notice within 10 days of cancellation.

For Contractor

For America's 1st Choice Home Club

Print Name	Title	Print Name	Title
Signature	Date	Signature	Date



HAS YOU COVE