



ANNUAL SERVICE CONDITIONS OF AGREEMENT



1. Rooter King Plumbers Service Agreement applies to single family residence. Plumbing Service Maintenance agreement discount and/or terms cannot be combined with any other coupons, offers, promotion or pricing.
2. Cancellation. The customer is responsible for work performed. If no work is performed and the customer cancels the Plumbing Maintenance Agreement after 5 days of the effective day of the Plumbing Maintenance Agreement, a \$25.00 cancellation fee applies.
3. We will not be responsible for damage or repairs required as a consequence of faulty installation of others, abuse, improper operation or use of fixtures in an unintended manner or improper application.
4. Plumbing Maintenance Agreement covers only preventative maintenance and does not cover parts. Parts will be installed with the customer's approval and at the customer's expense.
5. Customer agrees to promptly notify us of any unusual operating conditions of the subject fixtures. Customer agrees to promptly notify us of any suspected malfunction or defect in the fixtures and to report the same promptly to us.
6. We hereby assumes no liabilities for either the quality or condition of the water or for any damage that it may cause to the fixtures.
7. The customer cannot assign or transfer this agreement, and no modification, additions or changes may be made to this agreement.
8. Any changes, adjustments or repairs made by others, unless authorized or approved by Rooter King Plumbers will cause cancellation of agreement.
9. Any repair or replacement that is caused by the customer's failure to use reasonableness in either operation of the equipment or the failure by the customer to promptly report any malfunction in the equipment promptly, is not included in this agreement and shall be paid for by the customer in accordance with our rate schedule.
10. We shall not be liable for any loss, damage, consequential damages, negligence, breach of Plumbing Maintenance Agreement or any other damages of any nature based upon expressed warranty, implied warranty or other legal theory due to the non-operation or malfunction of fixtures, unless said nonoperation or malfunction of the fixture is due solely to faulty workmanship or negligence or Rooter King Plumbers. The customer's sole remedy shall be to cause Rooter King

Plumbers to repair or replace as herein called for, and failing us doing so, customers sole remedy against said Rooter King Plumbers shall be the cancellation of this agreement and the refund of any advance yearly payment made pursuant to this Plumbing Maintenance Agreement, and said cause of action shall be in lieu of any and all other causes of action in lieu of any other damages which the customer might otherwise recover against Rooter King Plumbers.

11. The express warranties contained herein are in lieu of any and all warranties, expressed or implied, including any warranty or merchantability of fitness for a particular use. Without limitation we shall not be liable upon any warranty theory, expressed or implied regarding the manufacturer or operation of any equipment, installed by it with the exception of Rooter King Plumbers shall cause same to be repaired or replaced in the event of faulty operation or malfunction of said equipment and shall be liable for no other damages except as specified herein. Rooter King Plumbers thus disclaims any implied warranty of any nature whatsoever.
12. Rooter King Plumbers shall not be liable for any damages whatsoever which are occasioned by defective design, defective materials, defective operation, or malfunction of equipment. Neither shall Rooter King Plumbers for any design malfunction or for faulty plans and specifications.
13. The full agreement price shall be due and payable immediately upon execution of this agreement. No pro-rated refunds shall be made if the agreement is cancelled, nor, shall there be an abatement of liability for any reason prior to the expiration, since this is an accommodation and Rooter King Plumbers shall be entitled to the entire Plumbing Maintenance Agreement price. The customer agrees to make all payments prescribed herein promptly when due to the office of Rooter King Plumbers.
14. Any necessary repairs to fixtures to be made at preferred rates.
15. Unable to guarantee same day service during extreme weather conditions (i.e. Excessive flooding and freezing temperatures). Rooter King Services reserves the right to use their discretion as to what qualifies as an emergency service, and the right to schedule accordingly. The service charge is defined as the current/standard flat fee for a Rooter King technician to come to your home. Preferred rates offered through the Plumbing Maintenance Agreement do not apply to estimates provided by a Rooter King Plumbers representative.

PAYMENT INFORMATION

Name: (Print clearly)

Email Address: (will be used for all notifications)

Billing Street Address:

City:

State:

Zip Code:

Phone Number:

Credit Card Number:

Card Type: Visa MasterCard AmEx Discover

Credit Card Expiration Date: (MM/DD/YY)

Credit Card Authorization Code: