

Three Easy Steps to a Maintenance Plan

STAPLE RECEIPT HERE

1

BUY and INSTALL your carpet through The Home Depot. Select the appropriate plan by matching the square footage to the price found in the Benefits panel.

2

PURCHASE your plan before installation.

Be sure to keep your original SALES RECEIPT with your brochure. Together, your receipt and brochure become your contract. Both are required for service.

3

REGISTER* YOUR PLAN

by logging online at www.espreregister.com/hd

laws, including obtaining the recourse or penalties specified in such laws.

Connecticut only: In the event of a dispute with the Administrator, You may contact the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the product, the cost of repair of the product, and a copy of the Plan. The Obligor's obligations under the Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed or the Administrator ceases to do business or goes bankrupt, You may apply directly to American Bankers Insurance Company of Florida.

Florida only: THIS PLAN IS ADMINISTERED BY UNITED SERVICE PROTECTION, INC.

If You cancel this Plan, You will receive a refund equal to ninety percent (90%) of the unearned pro rata purchase price less any claims that have been paid or less the cost of repairs. If We cancel this Plan, You will receive a refund equal to one hundred percent (100%) of the unearned pro rata purchase price. While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a court of competent jurisdiction.

Georgia only: You may cancel this Plan at any time. Any refund owed in the event of cancellation shall be determined on the excess of the Plan purchase price above the customary short rate for the expired term of the Plan, and no claim paid or incurred shall be deducted from any refund owed. We are also entitled to cancel this Plan at any time based upon fraud, misrepresentation, or failure to pay for the Plan, and notice of cancellation by Us will be given at least thirty (30) days prior to cancellation. Cancellation will comply with Section 33-24-44 of the Georgia Code. The Obligor's obligations under the Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed or the Administrator ceases to do business or goes bankrupt, You may apply directly to American Bankers Insurance Company of Florida. The arbitration provision is deleted in its entirety.

Hawaii only: You may return this Plan within ninety (90) days of the date this Plan was provided to You. If You made no claim, the Plan is void and the full purchase price will be refunded to You. The Administrator will pay a penalty of ten (10%) percent on a refund that is not paid or credited within forty-five (45) days after return of the Plan. The right to void this Plan is not transferable and applies to the original purchaser of this Plan. In the event Administrator cancels the Plan, Administrator will mail a written notice to You at Your last known address at least five (5) days prior to cancellation, which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the covered product or its use. The Obligor's obligations under the Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed or the Administrator ceases to do business or goes bankrupt, You may apply directly to American Bankers Insurance Company of Florida. If You have a question or complaint, You may contact the Insurance Commissioner, 250 South King Street, 5th Floor, Honolulu, Hawaii 96813.

Illinois only: You may cancel this Plan at any time. If You cancel this Plan after service has been provided to You, You shall receive a refund equal to the pro rata purchase price less the value of any service received and less a cancellation fee equal to the lesser of ten percent (10%) of the purchase price or fifty dollars (\$50.00). The Obligor's obligations under the Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed or the Administrator ceases to do business or goes bankrupt, You may apply directly to American Bankers Insurance Company of Florida. This Plan does not cover normal wear and tear.

Indiana only: The Obligor's obligations under the Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed or the Administrator ceases to do business or goes bankrupt, You may apply directly to American Bankers Insurance Company of Florida.

Kentucky only: The Obligor's obligations under the Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed or the Administrator ceases to do business or goes bankrupt, You may apply directly to American Bankers Insurance Company of Florida.

Maryland only: You may, within ninety (90) calendar days of receipt of the Plan, reject and return the Plan. Upon return of the Plan within the applicable time period, if no claim has been made under the Plan, You will be refunded the full purchase price of the Plan. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Plan. The right to void this Plan is not transferable and applies to the original purchaser of this Plan.

Minnesota only: The Obligor's obligations under the Plan are insured by a policy of insurance issued by American Reliable Insurance Company, 11222 Quail Roost Drive, Miami, FL 33157 whose toll-free telephone number is (800) 852-2244. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed or the Administrator ceases to do business or goes bankrupt, You may apply directly to American Reliable Insurance Company. We may cancel this Plan based on one or more of the following reasons: (A) non-payment of the Plan purchase price; (B) a material misrepresentation made by You; or (C) a substantial breach of duties by You. If We cancel this Plan for any of the above reasons, We will mail written notice of cancellation to You at least five (5) days prior to the effective date of cancellation. If We cancel this Plan for any other reason, We will mail written notice of cancellation to You at least fifteen (15) days prior to the effective date of cancellation stating the reason for cancellation. If We cancel, You shall be refunded 100% of the unearned pro rata purchase price of this Plan. You may cancel this Plan within the first ninety (90) days after the date of purchase by visiting THD. Your refund or credit will be based on one hundred percent (100%) of the Plan purchase price. The right to void this Plan is not transferable and applies only to the original purchaser. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Plan to Us. You may cancel this Plan after ninety (90) days from the date of purchase by contacting Us in writing at the following address: P.O. Box 100, Rapid City, SD 57709. You will be refunded or credited ninety percent (90%) of the unearned pro rata purchase price of this Plan, less a fifteen dollar (\$15) cancellation fee and less the cost for any services and/or repairs that have been provided to You, unless otherwise provided by state law.

Missouri only: The right to void this Plan is non transferable and applies only to the original purchaser. You may, within

20 calendar days of receipt of the Plan, reject, return and void the Contract. Upon return of the Plan within the applicable time period, if no claim has been made under the Contract, the provider shall refund to the Contract holder the full purchase price. A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the Plan. The obligations under this Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. In the event any covered service is not paid within 60 days after proof of loss has been filed, including a claim for the refund of the unearned purchase price or Administrator ceases to do business or goes bankrupt, you may apply directly to American Bankers Insurance Company of Florida.

Montana only: The Obligor's obligations under the Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. We shall mail a written notice of cancellation to Your last known address at least 5 days prior to the cancellation by Us stating the effective date of the cancellation and the reason for cancellation. Prior notice is not required if cancellation is due to nonpayment of purchase price, material misrepresentation or a substantial breach of duties by You relating to the covered product or its use.

Nevada only: You may, within ninety (90) calendar days of receipt of the Plan, reject and return the Plan. Upon return of the Plan within the applicable time period, if no claim has been made under the Plan, You will be refunded the full purchase price of the Plan. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Plan. The right to void this Plan is not transferable and applies to the original purchaser of this Plan. The Obligor's obligations under the Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed or the Administrator ceases to do business or goes bankrupt, You may apply directly to American Bankers Insurance Company of Florida. If Your written notice of cancellation is received prior to the expiration date, the Administrator will refund You the remaining pro-rated price, REGARDLESS of prior services rendered against the Plan. If We cancel the Plan, You will receive a refund equal to a pro-rated amount of the price paid for the Plan (based on the duration of the Plan). Your refund will not be reduced by paid or pending claims or administrative fees. No Plan that has been in effect for at least seventy (70) days may be canceled by the provider before the expiration of the agreed term or one year after the effective date of the Plan, whichever occurs first, except on the following grounds: (a) failure by the holder to pay an amount due; (b) conviction of the holder of a crime which results in an increase in the service required; (c) discovery of fraud or material misrepresentation by the holder in obtaining the Plan, or in presenting a claim for service thereunder; (d) discovery of: (1) an act or omission by the holder; or (2) a violation by the holder of any condition of the Plan, which occurred after the effective date of the Plan and which substantially and materially increases the service required under the Plan; or (e) a material change in the nature or extent of the required service or repair which occurs after the effective date of the Plan and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Plan was issued or sold. For non-repairable Product(s) and Product(s) replaced under replacement programs, then the remaining Plan coverage will be transferred to a like kind replacement product.

New Hampshire only: In the event You do not receive satisfaction under this Plan, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord NH 03301, (800) 852-3416. The Obligor's obligations under the Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed or the Administrator ceases to do business or goes bankrupt, You may apply directly to American Bankers Insurance Company of Florida.

New Mexico only: You may return this Plan within ninety (90) days of the date this Plan was provided to You. If You made no claim, the Plan is void and the full purchase price will be refunded to You. The Administrator will pay a penalty of ten (10%) percent per month on a refund that is not made within sixty (60) days of the return of the Plan. These provisions apply only to the original purchase of the Plan. The Administrator may not cancel this Plan once it has been in effect for seventy (70) days except for the following conditions: failure to pay an amount when due; the conviction of You of a crime that results in an increase in the service required under the service contract; fraud or material misrepresentation by You in purchasing the Plan or in obtaining service; or the discovery of an act or omission, or a violation of any condition of the Plan by You which substantially and materially increases the service required under the Plan. If Administrator cancels this Plan, We will mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation with the reason for cancellation. The Administrator is not required to mail You written notice if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation, or a substantial breach of duties by You relating to the covered property or its use.

New York: You may return this Plan within ninety (90) days of the date this Plan was provided to You. If You made no claim, the Plan is void and the full purchase price will be refunded to You. The Administrator will pay a penalty of ten (10%) percent per month on a refund that is not made within thirty (30) days of the return of the Plan to the Administrator. The right to void this Plan is not transferable and applies to the original purchaser of this Plan. If the Administrator cancels this Plan, We will mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation with the reason for cancellation. The Administrator is not required to mail You written notice if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation, or a substantial breach of duties by You relating to the covered property or its use. The Obligor's obligations under the Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed or the Administrator ceases to do business or goes bankrupt, You may apply directly to American Bankers Insurance Company of Florida.

North Carolina only: The purchase of a Plan is not required in order to obtain financing. The Administrator may not cancel this Plan except for nonpayment by You, or for violation of any of the terms and conditions of this Plan. If You cancel Your Plan, You will receive a pro rata refund, less the cost of any claims paid and less a cancellation fee of ten percent (10%) of the amount of the refund. The Obligor's obligations under the Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. In the event any covered service is not paid after proof of loss has been filed or the Administrator ceases to do business or goes bankrupt, You may apply directly to American Bankers Insurance Company of Florida.

Oregon only: The Obligor's obligations under the Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157.

South Carolina only: You may return this Plan within ninety (90) days of the date this Plan was provided to You. If You made no claim, the Plan is void and the full purchase price will be refunded to You. The Administrator will pay a penalty

of ten (10%) percent per month on a refund that is not made within forty-five (45) days of return of the Plan. The right to void this Plan is not transferable and applies to the original purchaser of this Plan. In the event the Administrator cancels this Plan, Administrator will mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation with the reason for cancellation. Administrator is not required to mail You written notice if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation, or a substantial breach of duties by You relating to the covered property or its use. The Obligor's obligations under the Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed or the Administrator ceases to do business or goes bankrupt, You may apply directly to American Bankers Insurance Company of Florida. In the event You have a question, a complaint or Your claim is not handled in a timely manner, You may notify the Department of Insurance at P.O. Box 100105, Columbia, SC 29202-3105, 803-768-3467. You have a duty to protect against any further damage and are required to comply with the owner's manual. This Plan does not provide coverage for pre-existing conditions.

Texas only: You may return this Plan within ninety (90) days of the date this Plan was provided to You. If You made no claim, the Plan is void and the full purchase price will be refunded to You. The Administrator will pay a penalty of ten (10%) percent of the amount outstanding per month on a refund that is not made within forty-five (45) days. The right to void this Plan is not transferable and applies to the original purchaser of this Plan. In the event Administrator cancels the Plan, we will mail a written notice to You at Your last known address at least five (5) days prior to cancellation, which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the covered product or its use. The Obligor's obligations under the Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed or the Administrator ceases to do business or goes bankrupt, You may apply directly to American Bankers Insurance Company of Florida. If You have a question or complaint, You may contact the Texas Department of Licensing and Regulations, P. O. Box 12157, Austin, Texas 78711, (800) 803-9202 or (512) 463-6599.

Utah only: Coverage afforded under the Plan is not guaranteed by the Property and Casualty Guaranty Association. We may cancel this agreement by providing You with thirty (30) days written notice for the following reasons only: fraud, material misrepresentation, substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the contract. We may cancel this agreement by providing You with ten (10) days written notice if the reason for cancellation is non-payment by You. This Contract does not provide coverage for preexisting conditions for carpet that is subject to neglect, abuse or damage prior to issuance of the Plan. The single pay Plan purchase price is included on Your sales receipt You received for the Plan purchase. Arbitration is deleted in its entirety. The Obligor's obligations under the Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157 whose toll-free telephone number is (800) 852-2244. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed or the Administrator ceases to do business or goes bankrupt, You may apply directly to American Bankers Insurance Company of Florida.

Vermont only: The Obligor's obligations under the Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed or the Administrator ceases to do business or goes bankrupt, You may apply directly to American Bankers Insurance Company of Florida.

Virginia only: The Obligor's obligations under the Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed or the Administrator ceases to do business or goes bankrupt, You may apply directly to American Bankers Insurance Company of Florida.

Washington only: The following is added to Paragraph 2, Definitions: All references to Obligor are replaced by the term Service Contract Provider. Administrator means the entity that is responsible for the administration of this Plan. Provider Fee/Sale Price as indicated on your cash register receipt means the consideration paid by You for the Service Contract/Plan. Service Contract/Plan means a service contract, which You have purchased for the covered product. Service Contract Holder/You/Your means the person who is the purchaser or holder of the Service Contract/Plan. Service Contract Provider/We/Us/Our means Federal Warranty Service Corporation, who is contractually obligated to the Service Contract Holder under the terms of the Service Contract/Plan. We shall mail a written notice of cancellation to Your last known address at least 21 days prior to the cancellation stating the effective date of the cancellation and the reason for cancellation. Obligations of the Service Contract Provider under the Contract are backed by the full faith and credit of the Service Contract Provider. You have a duty to protect against any further damage and are required to comply with the owner's manual. The following is added to Paragraph 20, Arbitration: Nothing in the section headed 'Arbitration' shall invalidate Washington state law(s), which would otherwise be applicable to any arbitration proceeding arising from this Contract. All arbitration will be held in the county in which You maintain Your permanent residence.

Wisconsin only: THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. No claim incurred or paid shall be deducted from the amount of Your cancellation refund. Unauthorized repairs may not be covered. The Obligor's obligations under the Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed or the Administrator ceases to do business or goes bankrupt, You may apply directly to American Bankers Insurance Company of Florida. The arbitration provision is deleted in its entirety. It does not apply to You.

Wyoming only: This is a maintenance agreement. The arbitration provision is deleted in its entirety. It does not apply to You.

22) PRIVACY POLICY: To learn more about how Federal Warranty Service Corporation, United Service Protection, Inc., American Reliable Insurance Company and Sureway, Inc., Assurant Solutions companies, use Your information, please visit Our website at www.assurantsolutions.com.



Carpet Maintenance Plan



Our Service Advantage

In-Home Carpet Care and Maintenance

If we can't clean it, we'll replace it.**

* Home Depot is not the obligor or administrator of this plan.

** See enclosed Terms and Conditions for complete details, including limitations and exclusions.

In FL, provided by United Service Protection, Inc.

Benefits

Available on all non-commercial indoor Home Depot Installations.

- **3 Professional Cleanings**
One every 12 months from date of purchase.

- **3 Years Coverage**
Stain protection from date of carpet purchase.

- **Stain Removal**
Get \$50 a year toward the total cost of difficult stains that are not covered in the original warranty.

- **Replacement benefit up to maximum of \$500**
If we can't remove the stain, we'll replace the carpet.

- **Transferable**
If you move, the Carpet Maintenance Plan can be transferred to the new homeowner at no additional cost – great resale benefit.

Pricing

Square Feet	0-500	501-1,000	+ 1,000
Price	\$169.99	\$299.99	\$399.99

- **Chem-Dry Cleaning Kit**
Includes two aerosol cans of Chem-Dry Spot Remover: one for water-based stains and one for oil-based stains. Please allow up to 8 weeks for delivery. Must register plan to qualify.

- **Safe and non-toxic**
- **Carpet stays cleaner, longer**
- **Promotes a healthier environment**

- **To Schedule Service Simply Call 1-877-THD-ESPS (1-877-843-3777)**

To ensure speedy service and avoid additional fees, please ensure all large furniture is removed prior to the time carpet cleaning is scheduled.

ES126

These Terms and Conditions, together with your proof of purchase of the product and the plan covering the product, constitute your service contract. Call **1-877-THD-ESPS (1-877-843-3777)** to schedule service.

THE HOME DEPOT CARPET MAINTENANCE PLAN TERMS AND CONDITIONS

This Plan is not an insurance contract.

Please refer to the **Special State Disclosure** section to confirm any applicable state requirements. The **Special State Disclosures supersede any other provision herein to the contrary.**

1) AGREEMENT: In return for Your purchase of this Plan and subject to all terms and conditions as outlined, We agree to provide the benefits stated herein during the term as described below.

2) DEFINITIONS: Except as otherwise provided in this Plan:

The obligor ("Obligor") under this agreement ("Plan") is Federal Warranty Service Corporation, P.O. Box 105689, Atlanta, GA 30348-5689 in all states except in Florida where the Obligor is **UNITED SERVICE PROTECTION, INC.**, and in California where the Obligor is Sureway, Inc., P.O. Box 105689, Atlanta, GA 30348-5689, and in Massachusetts where the Obligor is Home Depot, Inc., 2455 Paces Ferry Road, NW, Atlanta GA, 30339-4024. The administrator ("Administrator") under this Plan is Federal Warranty Service Corporation, P.O. Box 105689, Atlanta, GA 30348-5689. "THD" refers to retail locations of The Home Depot and The Expo Design Center in the United States.

"You" and "Your" indicates the original purchaser of carpet, padding and installation services from THD.

"We", "Us" and "Our" shall mean the company obligated under this Plan.

"Plan" refers to this agreement in its entirety between You and Us.

"ASC" refers to Our Authorized Service Contractors whom We will dispatch to Your home for service under this Plan.

3) YOUR OBLIGATIONS FOR SERVICE ELIGIBILITY UNDER THIS PLAN:

a) Proof of Purchase: Each time that You request service as provided by this Plan, You must make the original copy of this Plan available for inspection by ASC. You must also provide ASC with Your installation work order and the original cash register receipt with the transaction identification number from THD which confirms Your eligibility for service under this Plan.

b) Purchase and Installation: Carpet purchased at THD and installed by its contractors is eligible for coverage under this Plan. The carpet must include a manufacturer's warranty.

c) Eligibility for Certain Benefits: To be eligible for the \$500 Stain Removal Satisfaction Benefit as described in this Plan, You must maintain Your carpet according to the manufacturer's warranty and You must have the carpet professionally deep cleaned by ASC as outlined in this Plan. **In addition, You must retain proof of all cleanings performed in the form of a bill, invoice or statement, showing the type of cleaning performed, and make those available to ASC for inspection before We perform additional service.**

4) EFFECTIVE DATE: This Plan is effective on the purchase date as shown on Your sales receipt.

THIS PLAN IS INCLUSIVE OF THE MANUFACTURER'S WARRANTY; IT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY, BUT DOES PROVIDE CERTAIN ADDITIONAL BENEFITS DURING THE TERM OF THE MANUFACTURER'S WARRANTY.

5) TERM: This Plan begins on the Effective Date as described above and expires three (3) years from that date.

6) WHO TO CONTACT IF YOU HAVE QUESTIONS ABOUT THIS PLAN: Contact Us toll-free at 1-877-843-3777. We will answer Your questions.

7) WHAT YOU MUST DO TO OBTAIN AND SCHEDULE SERVICE UNDER THIS PLAN: To schedule any service provided by this Plan, You must call Us at 1-877-843-3777. Our Customer Service Center is available 24 hours per day, 7 days per week. ASC will arrange for a convenient date and time to perform the requested service. This Plan does not cover any service performed prior to contacting Us for approval. You will be responsible for all costs incurred for any unauthorized service.

8) AVAILABILITY OF SERVICE: The services as described in this Plan shall be available and rendered during ASC's regular working hours. Although We will exercise reasonable efforts to provide service under this Plan, neither We, ASC nor THD shall be liable for any damages due to delay in receiving a requested service.

9) PROFESSIONAL DEEP CLEANINGS BENEFIT: This Plan provides for three (3) professional deep cleanings. All cleanings are to be performed by ASC and are limited to those rooms or areas where THD carpet was installed. The scheduling of cleanings are limited as follows:

First Cleaning: May be scheduled anytime between the first day of the third (3rd) month following the Effective Date through the last day of the twelfth (12th) month following the Effective Date.

Second Cleaning: May be scheduled anytime between the first day of the thirteenth (13th) month following the Effective Date through the last day of the twenty-fourth (24th) month following the Effective Date.

Third Cleaning: May be scheduled anytime between the first day of the twenty-fifth (25th) month following the Effective Date through the last day of the thirty-sixth (36th) month following the Effective Date.

10) \$50 ANNUAL STAIN REMOVAL BENEFIT: This Plan provides three (3) stain removal treatments as provided by ASC up to a maximum of \$50 per year for stains not covered by the manufacturer's warranty. The use of this benefit is limited to one time per year, beginning anytime after the Effective Date as shown on Your sales receipt. You will be responsible for any additional costs above the \$50 per year maximum. Stain removal does not include any permanent discoloration or damage to the carpet caused by permanent dyes, paints, bleaches, fire (including cigarette burns), bodily fluids or other caustic or damaging materials that cannot be corrected as determined by Us, and other color changes due to grease, tar, asphalt, soot or cement.

11) \$500 STAIN REMOVAL SATISFACTION BENEFIT: This Plan provides a benefit to You up to an aggregate Plan maximum of \$500 for the replacement of stained carpet when, after treatment, ASC cannot remove the stain to Your satisfaction. We may, at Our option, replace only a section of the stained carpet. Stains not covered include any discoloration or damage to the carpet caused by permanent dyes, paints, bleaches, fire (including cigarette burns), or other caustic or damaging materials that cannot be corrected as determined by Us, and other color changes due to grease, tar, asphalt, soot or cement. This benefit is applicable only for replacement carpet and padding purchased from THD and installed by its contractors.

12) MANUFACTURER'S WARRANTY: During the manufacturer's warranty period, the manufacturer will pay for items covered under its written warranty. If You should call Us for service that is covered by the manufacturer's warranty, We will refer You to the manufacturer.

13) WHAT IS NOT COVERED BY THIS PLAN:

- Any damage or soiling due to failure to comply with the manufacturer's instructions by You or any other person.
- Damage or soiling due to negligence, willful abuse, or abnormal use or misuse of the carpet as determined by Us.
- Damage due to fire, smoke, cigarettes and other smoking related burns, scorching, lightning, explosion, flooding or earthquake.
- Damage caused by animals, other than staining, but including tearing, clawing or chewing.
- Damage to carpet by a named peril in Your homeowner's insurance policy where repair or replacement is covered by that policy.
- Fading from light exposure, furniture depressions and odor removal.

g. Damage or soiling to the carpet while in transit, delivery, re-delivery or movement for any cause, or from packing or unpacking.

h. Damage or staining caused by insect infestation, mold, mildew, bacterial or other microbial manifestations or other acts of God.

i. Discoloration, staining or damage caused by permanent dyes, paints, bleaches, fire (including cigarette burns), or other caustic or damaging materials that cannot be corrected as determined by Us, and other color changes due to grease, tar, asphalt, soot or cement.

14) CARPET NOT ELIGIBLE FOR COVERAGE: This Plan does not provide any service for carpet used for commercial or institutional purposes, or for any outdoor carpet or carpet not installed in a climate controlled environment. This Plan is only available for new indoor carpet that includes a manufacturer's warranty.

15) LIMITATION OF LIABILITY: We shall not be held liable under any circumstances for any indirect, consequential or incidental damages, including loss or damage to any person or property, arising from the use of, or inability to use, or from the repair or replacement of the product.

16) NON-RENEWABLE: This Plan is effective only for the term described herein and is non-renewable.

17) TRANSFERABILITY: This Plan is transferable to another person at any time by providing written notice to the Administrator at the following address: P. O. Box 105689, Atlanta, GA 30348. The request must include the name, address and phone number of the person to whom the Plan is being transferred. Your transfer takes effect as soon as the Administrator receives Your written notice.

18) CANCELLATION: If We cancel this Plan, You will receive a refund based upon one hundred percent (100%) of the unearned pro rata purchase price of this Plan, less the cost for any services and/or repairs that have been provided to You, unless otherwise provided by state law. We reserve the right to cancel this Plan at any time in the event of fraud or material misrepresentation by You.

You may cancel this Plan within the first ninety (90) days after the date of purchase by visiting THD. Your refund will be based on one hundred percent (100%) of the Plan purchase price.

You may cancel this Plan after ninety (90) days from the date of purchase by contacting Us in writing at the following address: P.O. Box 100, Rapid City, SD 57709. You will be refunded ninety percent (90%) of the unearned pro rata purchase price of this Plan, less a fifteen dollar (\$15) cancellation fee and less the cost for any services and/or repairs that have been provided to You, unless otherwise provided by state law.

19) DEDUCTIBLE: There is no deductible under this Plan.

20) MANDATORY BINDING ARBITRATION: Please read carefully. Either party may elect to resolve any legal dispute by binding Arbitration. If You or We elect to arbitrate a Claim (defined below), neither party will have the right: (1) for a court or a jury to decide the Claim; (2) to engage in discovery to the same extent a court would allow; (3) to participate in a class action in court or in Arbitration, either as a class representative or a class member; (4) to act as a private attorney general in court or in Arbitration; or (5) to join or consolidate Your Claim(s) with claims of another person(s). Other rights, such as the right to appeal, are more limited in Arbitration than in court. Only a court may determine the validity and effect of the language in this paragraph. If a court holds this paragraph or any language within this paragraph to be invalid, then this entire Mandatory Binding Arbitration Provision shall be made null and void.

Right to Reject Arbitration: You may reject Arbitration. If You do, neither You nor We can require Arbitration of any Claim. Rejection of Arbitration will not affect any other part of Your service contract. To reject Arbitration, You must send us a Rejection Notice that we receive within sixty (60) days after the date You bought Your Plan. Any Rejection Notice must include Your name, address, and contract number, and must be sent by certified mail to P.O. Box 100, Rapid City, SD 57709. If We dispute whether You sent a timely Rejection Notice, You must show a signed delivery receipt. This process is the only way to reject Arbitration.

Certain Definitions: "We," "Us," "Our" mean the Obligor, Administrator, Insurer, or any third party which the Obligor, Administrator or Insurer agree to defend and indemnify regarding a Claim, and all of their parents, subsidiaries, affiliates, predecessors, successors, assigns, employees, officers and directors. "Claim" means any dispute under any law or legal cause of action between You and Us that has anything at all to do with or arises from or relates to this Plan, the relationships which result from it or any prior agreement or Plan between You and Us, including the enforceability or scope of this Section. It includes disputes that seek relief of any type, including injunctive, declaratory or damages. It includes disputes that arose before the Section's effective date.

"Arbitration Administrator" means either the **National Arbitration Forum**, P.O. Box 50191, Minneapolis, MN 55405, www.arb-forum.com, (800) 474-2371, Code of Procedure; 474-2371, **American Arbitration Association**, 335 Madison Avenue, New York, NY 10017, www.adr.org, (800) 778-7879, or Arbitration Rules for the Resolution of Consumer-Related Disputes (for Your Claims under \$10,000) or Commercial Arbitration Rules (for all other Claims); **JAMS**, 45 Broadway, 28th Floor, New York, NY 10006, www.jamsadr.com, (800) 352-5267, Financial Services Arbitration Rules and Procedures.

"Arbitration" means the process of resolving disputes as set forth or referenced in this Section 20.

Scope of Arbitration Provision. This Section 20 (the Arbitration Provision) governs the resolution of all Claims, except that, We will not arbitrate Claims filed in individual small claims court; unless such a small claims court action is transferred, removed, or appealed to any different court, in which case We reserve the right to elect arbitration.

Starting on Arbitration: To start Arbitration, a party must give written notice of their election to arbitrate any Claim. Notice can be given after the beginning of a lawsuit has been filed (including in papers in the lawsuit). Upon Notice, the Claim shall be resolved by Arbitration under this Section 20 and the applicable rules of the Arbitration Administrator that are in effect at the time the Claim is filed with the Arbitration Administrator, but only to the extent such rules do not conflict with this Section 20.

You can select the Arbitration Administrator (1) if You make Your selection in Your written notice electing to arbitrate any Claim, or (2) if You give Us written notice of Your selection within 30 days after we provide You with Our Arbitration Notice. Arbitrators shall be selected as per the Arbitration Administrator's rules and shall be retired judges or lawyers with at least 10 years experience employed as judges or lawyers.

Location and Costs: Any Arbitration hearing will occur in a location reasonably convenient for You. On Your written request, we will pay all filing, administrative, hearing and/or other fees charged by the Arbitration Administrator or Arbitrator to You for Claim(s) asserted by You up to \$2,500 after You have paid an amount equivalent to the fee, if any, for filing such Claim(s) in state or federal court in the judicial district where You live. (If You have already paid a court-filing fee, You will not be required to pay that amount again). If You must pay any fees over \$2,500 to the Arbitration Administrator or the Arbitrator—and cannot get a hardship waiver for such fees—We will consider in good faith Your reasonable written request to pay all or part of such added fees. Each party must pay for its own attorneys, experts and witnesses, regardless of who wins the Arbitration, unless applicable law and/or the Arbitration Administrator's rules provide otherwise. We will under all circumstances pay any fees or expenses We are required to pay by law.

Governing Law: This Section is governed by the Federal Arbitration Act, 9 U.S.C. §§1 et seq. ("FAA"), and not by any state Arbitration law. The Arbitrator shall follow applicable law related to any Claim, statutes of limitation, and claims of privilege. Upon either party's timely request, the Arbitrator shall explain his decision in writing. The Arbitrator will set rules of procedure and evidence consistent with the FAA, this Section and the Arbitrator's rules.

Getting Information: At Our or Your request, the Arbitrator(s) shall (1) consider a request for additional information from the other party beyond what is allowed by the applicable rules, and (2) issue a written decision supported by findings of fact and conclusions of law. The arbitrator will decide the issue in his or her sole discretion, after allowing any party opposing the request an opportunity to object.

Effect of Arbitration Award: Any court may enter judgment upon an Arbitrator's award. The Arbitrator's decision will be final and binding except that (1) an Arbitrator's decision may be subject to appeal rights under the FAA, and (2) any party may appeal awards of more than \$100,000 to a three-Arbitrator panel appointed by the Arbitration Administrator. That panel of Arbitrators shall reconsider *de novo* any aspect of the appealed award that either party asserts was incorrectly decided. The panel's decision shall be by majority vote and will be final and binding, except for any FAA appeal rights. Unless applicable law provides otherwise, the costs of an appeal to an arbitration panel will be borne by the appealing party, regardless of the outcome of the appeal. However, We will consider any reasonable written request by You for Us to bear some or all of the costs in the event You appeal the decision of an arbitration panel.

Continued Effect of Arbitration Section: This Section 20 will survive the termination of this Plan and remain in force. In any event, this Section 20 will remain in effect for the entire term of this Plan and cover any Claims that arise out of or during the term of this Plan. Except as provided in the first paragraph of this Section 20, if this Section 20 (or any part of it) is not valid or cannot be enforced under any applicable law, whether for public policy reasons or otherwise for any reason, the invalid provisions shall be made null and void without further action by either You or Us and the rest of Your Plan including any enforceable part of this Section 20 will remain valid. In case of a conflict or inconsistency between this Section 20, the Administrator's rules, or other provisions of this Plan, this Section 20 will govern. Only a court of competent jurisdiction may adjudicate the validity of this Section 20 or any part of it.

21) SPECIAL STATE DISCLOSURES:

Alabama only: You may return this Plan within ninety (90) days of the date this Plan was provided to You. If You made no claim, the Plan is void and the full purchase price will be refunded to You. The Administrator will pay a penalty of ten percent (10%) per month on a refund that is not paid or credited within forty-five (45) days after return of the Plan. The right to void this Plan is not transferable and applies to the original purchaser of this Plan. You may cancel this Plan after ninety (90) days from the date of purchase by contacting Us in writing at the following address: P.O. Box 100, Rapid City, SD 57709. You will be refunded the unearned portion of the full purchase price of this Plan, less a fifteen dollar (\$15) cancellation fee. No claim incurred or paid shall be deducted from the amount of Your cancellation refund. The Obligor's obligations under the Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed or the Administrator ceases to do business or goes bankrupt, You may apply directly to American Bankers Insurance Company of Florida. These provisions apply only to the original purchaser of the Plan. In the event the Administrator cancels the Plan, the Administrator will mail a written notice to You at Your last known address at least five (5) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee or a material misrepresentation by You relating to the covered property or its use.

Arizona only: No claim incurred or paid shall be deducted from the amount of Your cancellation refund. We will not cancel or void this Plan due to preexisting conditions, prior use or unlawful acts relating to the product or misrepresentation by Our subcontractors or Us. We may cancel this Plan only in the event of fraud, material misrepresentation or non-payment by You. **The following is added to the arbitration provision of Your Plan:** This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints as outlined by the Arizona Department of Insurance. To learn more about this process, You may contact the Arizona Department of Insurance at 2910 N. 44th St., 2nd Fl., Phoenix, AZ 85018-7256, Attn: Consumer Affairs.

Arkansas only: The right to void this Plan is non transferable and applies only to the original purchaser. You may, within 20 calendar days of receipt of the Plan, reject, return and void the Contract. Upon return of the Plan within the applicable time period, if no claim has been made under the Contract, the provider shall refund to the Contract holder the full purchase price. A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the Plan. We shall mail a written notice of cancellation to Your last known address at least 15 days prior to the cancellation by Us stating the effective date of the cancellation and the reason for cancellation. Prior notice is not required if cancellation is due to nonpayment of premium, material misrepresentation or a substantial breach of duties by You. A pro rata refund is not applicable if cancelled for non payment of premium. The obligations under this Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. In the event any covered service is not paid within 60 days after proof of loss has been filed, including a claim for the refund of the unearned purchase price or Administrator ceases to do business or goes bankrupt, you may apply directly to American Bankers Insurance Company of Florida. This Plan does not provide coverage for pre-existing conditions.

Colorado only: Action under this Plan may be covered by the provisions of the "Colorado Consumer Protection Act" or the "Unfair Practices Act", articles 1 and 2 of title 6, C.R.S. A party to this Plan may have a right of civil action under the



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- **\$50 a Year Toward the Total Cost of Stain Removal**
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