

# COMFORT SYSTEMS

HEATING • COOLING • PLUMBING  
GEOTHERMAL • RADIANT FLOOR HEAT

PROTECT YOUR HOME'S  
MAJOR SYSTEMS  
AND  
APPLIANCES  
WITH OUR  
HOME WARRANTY

13 month coverage

**\$334**



TAKE THE SURPRISE OUT OF  
HOME SYSTEMS & APPLIANCE REPAIRS





**Comfort Systems Home Warranty** is Wichita's ONLY LOCALLY BASED Home Warranty Company. By providing excellent customer service, the home warranty program has become a well-respected service for realtors, homebuyers and home sellers.

Our customers appreciate the fast, priority service our local technicians are able to provide and you will too! Our Home Warranty Program offers homeowners comprehensive protection against the high cost of repair or replacement of their homes major mechanical systems and appliances. We're backed by our parent company, The Waldinger Corporation, which has been satisfying customers since 1906.

At **Comfort Systems Home Warranties**, we don't want to be your "one-time, 13-month Warranty Company". We want to be your Warranty Company and Maintenance Company forever. We can do that by proving what a great service company we are. We expect our technicians to provide excellent, expert service each and every time they go out to our customer's homes and they pride themselves on doing so.

### **What sets**

### **COMFORT SYSTEMS apart from other home warranty companies?**

- Service Techs are licensed and bonded.
- We have a 24 hour 365 days a year on call department for both Plumbing & HVAC.
- Our phones are monitored 24 hours a day for emergencies.
- Our company is about building relationships with our customers.
- Fair Pricing.
- Our Technicians have the ability to service and repair all makes and models.
- Respect for customers' homes. (Booties & Hand Cleaner).
- Fast & Courteous response to customers' needs.
- Preventative Maintenance Programs
- Wichita's Only Locally Based Home Warranty Company

Call us for Emergency service  
**24 HOURS A DAY**  
**365 DAYS A YEAR**

**316-942-8383**



## **A COMFORT SYSTEMS HOME WARRANTY provides excellent benefits for everyone participating in a real estate transaction!**

### **For the REAL ESTATE PROFESSIONAL, our warranty:**

- Strengthens your reputation as a Real Estate Professional.
- Helps you to offer a faster sale of your clients property at top market value.
- Reduces agent or seller liability by decreasing the chance of unhappy buyers.
- Promotes goodwill with your clients, which will result in more referrals.

### **For the HOME SELLER, our warranty helps you:**

- Sell the home faster, by providing an added incentive over other homes on the market.
- Sell for a Higher Price – because the buyer will feel protected from unexpected, after-the-sale problems; this can help you negotiate a higher price for your home.
- Sell With Peace of Mind – Reduces the chance of after-sale liability. You know your home is protected if a covered item quits working after you have moved out.

### **For the HOME BUYER, our warranty offers:**

- Valuable Peace of Mind – knowing that your new home is protected against unforeseen repairs or replacement costs.
- Budget Protection – from the high costs of home repairs.
- Convenience – You can call our local number 24 hours a day, every day of the year to request service.

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## OVERVIEW

This contract covers only the appliances and systems which are noted as covered and excludes all others. Covered appliances and systems must be located within the perimeter of the main foundation and primary garage (except Air Conditioning, Pool/Spa and lawn sprinkler equipment). All appliances and systems must be **properly installed** and in **good and safe operating condition** on the first date of the term of this warranty and have become inoperable due to normal usage after the effective date of this contract. **Known or detectable pre-existing defects or deficiencies are not covered by this contract.** All covered items are subject to a 30 day waiting period. Repairs that arise during the waiting period are considered for coverage on a case by case basis. The waiting period may be waived if a malfunction existed on the effective date of the warranty and the malfunction was unknown and would not have been detectable by a visual professional inspection or simple mechanical test. **Pre-existing conditions are not covered for the seller.** Conditions will be determined pre-existing and not covered by Comfort Systems if it is apparent that the item has been damaged, abused or has not been maintained properly.

## EFFECTIVE DATES

Coverage is only provided for malfunctions which occur and are reported during the term of this plan. Buyer's coverage becomes effective close of sale and is effective for 13 months (Premium must be received within 14 days after close of sale). Seller's coverage for the listing period becomes effective the day the application is received by us and continues until the expiration of the initial listing period (up to 180 days), close of sale, or listing expiration (whichever occurs first). Seller's coverage is not available on multiple units.

## FOR SERVICES CALL 316-942-8383

It is helpful to have your contract number, make and model of covered item and complete street address available. **For each new trade call item you will pay a trade call fee the first time the technician arrives at your home.** The trade call fee is due for each item on which you have requested repair. The first repair item will be covered under the basic fee; each additional item will be covered for an additional \$50 trade call fee. If a technician arrives at your home and determines the repair is not covered, you will still owe the basic \$75 fee. Telephone service is available 24 hours a day, 365 days a year. When you call with a problem we will respond to schedule an appointment during normal business hours. On weekends and holidays we will contact you on the next business day. We will determine what constitutes an emergency and will make reasonable efforts to expedite emergency service. Definition of an emergency usually means no cooling when outside temperature is higher than 85 degrees, no heat when outside temperature is below 50 degrees or a plumbing problem causing an extensive amount of damage. If you should request us to perform non-emergency service outside of normal business hours you will be responsible for payment of additional fees, including overtime.

- Important...Comfort Systems will not reimburse you or other vendors for services performed without prior approval.
- Service work is guaranteed for 30 days.
- It is the covered person's responsibility to provide access to premises for repairs during normal business hours.
- You will be responsible to pay the trade call fee to the contractor at the time of the first visit.

- The service/trade call fee is due for each call dispatched, whether the service is covered or denied.
- We cannot respond to a new request for service until all previous trade call fees are paid.
- Failure to pay the trade call fee will result in suspension of coverage.

### Covered services that will be denied:

- Failures caused by improper maintenance of your appliances and home systems.
- Improper installation of a system or appliance that results in damage or unusual wear and tear caused by negligence or mistreatment.

**The following appliances and systems are covered by this Warranty for the buyer when payment is made at close of sale and for the seller during the listing. We show appliances and systems covered as well as examples of items not covered. It is also important to review Limits of Liability.**

### HEATING SYSTEM/AIR CONDITIONING:

(coverage for Home Buyer and Seller)

**Covered:** Up to two units covered. Primary gas or electric heater, gas or electric wall heater (if primary source of heat), central forced air & heat, heat pump, geothermal and/or water source heat pumps, fan motors, heat exchangers, thermostats, burners, gas valves, ductwork, evaporator coils, leaks in refrigerant lines, compressors, drain lines and pan. Any of the foregoing covered components as well as plenum, indoor electrical and duct connectors are also covered when we determine that replacing a central air conditioning system is required.

**Optional coverage for buyer only:** Steam and hot water boilers (and only after 30 days of seasonal operation).

**Exclusions:** Seasonal clean and check maintenance, timers and clocks that do not affect the heating/cooling operation of the unit, humidifiers, dehumidifiers, housing pads, electronic air cleaners (unless optional coverage is purchased), furnace vents and flues, fuel storage tanks, wood or pellet stoves, wood burning/gas fireplace and respective equipment, including gas lines, dampers, insulation, rusted, collapsed or crushed ductwork, ductwork damaged by moisture, improperly sized systems or systems with mismatched capacity, improper use of metering devices (i.e. thermal expansion valves), space heaters, well pump for geo-thermal and/or water source heat pumps, registers or grill dampers, improperly sized ductwork, gas air conditioning systems, condenser casings, filters, window A/C unit, non-ducted wall units, HVAC systems used to heat/cool garages, floor furnaces, diesel or oil heating units, roof jacks and stands, all asbestos covered ductwork, hot water and steam piping, furnace/air handler/water heater combination systems, passive solar heating & cooling systems, radiant heat floor systems, heat transfer modules, heat reclaim units for potable water, water evaporation coolers.

**Limits:** \$1000 maximum for any repair or replacement of high efficiency (above 13 SEER cooling and 80% AFUE heating), packaged heating/cooling systems, geothermal or water source heat pump or boiler systems.

**Seller specific limit:** Coverage for home seller's heating and air conditioning systems are subject to a combined \$1000 maximum for diagnosis, repair or replacement during the seller's coverage period.

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## **PLUMBING SYSTEM:**

**Covered:** Leaks and breaks to water piping, waste lines, sewer stoppages limit 150ft. within the property lines which can be cleared by cable through an existing cleanout (limited to 2 cleanouts per contract period), drain cleaning, concealed and underground leaks in pipes (all pipes must be within the perimeter of the main foundation), toilets (tanks, bowls and mechanisms), instant hot water dispenser, permanently installed sump pump (1 only, unless optional coverage is purchased), built-in bathtub whirlpool (motor and pump) assemblies (when optional coverage purchased).

**Exclusions:** Fixtures, faucets, sillcocks, shower head, shower arm, tub spout diverter, shower enclosure and base pan, built-in bathtub/whirlpool tub jets; whirlpool motor and pump assemblies-unless optional coverage purchased; caulking and grouting, conditions caused by chemical, calcium or sediment build-up, poor water pressure or rust in water where original galvanized piping is still in place, water softener, septic tank, septic tank lines, sinks, toilet lids and seats, tile, floors, sub flooring, walls, sewers broken down outside of the foundation of the house, back up sump pumps and batteries, reverse osmosis water systems, water filtration systems, sub-house drain systems that handle rain or ground water, costs to locate, access, or install a ground level cleanout, water well, water pump (must purchase optional coverage), pumps and controls, pressure tanks, pipes, water lines located outside of the perimeter of the main foundation, sewage ejectors (unless buyer option is purchased). Any pump that is tied to a sewage system will be deemed a sewage ejector.

**Limits:** Toilet tanks and bowls replaced with builders' standard.

## **WATER HEATER:**

**Covered:** All components and parts for standard efficiency 30, 40, & 50 gallon, gas or electric, water heaters and circulating pumps. Continuous use tankless water heater (see specific limits), high recovery and high efficiency water heaters (see specific limits), water heater over 50 gallon capacity (see specific limits).

**Exclusions:** Solar water system, solar components, holding or storage tanks, noise, fuel storage tanks, energy conservation tanks, drip pans, flues or vents, diesel or oil fired heaters or storage tanks, heat pump/furnace/water heater combination units, sediment.

**Specific limit:** \$900 maximum repair or replacement allowance during the coverage period for high recovery and/or high efficiency water heaters, continuous use or tank less water heaters, over 50 gallon capacity water heaters.

## **APPLIANCES:**

**Covered:** One each of the following: dishwasher, range/cooktop, oven, built-in microwave, garbage disposal, kitchen exhaust fan, kitchen refrigerator, washer and dryer. (Washer, dryer, refrigerator coverage for buyer only)

**Exclusions:** Appliances not located in the primary kitchen: pans, trays, lights or light sockets, baskets, buckets, rollers, racks, handles, hinges, lock & key assemblies, drawers, runner guards, shelves, interior linings, tubs, pop-up assemblies, timers and clocks that do not affect the heating or cleaning operation of the unit, knobs, rotisseries, meat probes, portable or counter top microwaves, touch pad assembly, plastic mini tubs, soap dispenser, filter, lint screen, venting, dials, ice makers, ice crusher, beverage dispensers and their respective equipment including

water lines, interior thermal shells, removable buckets and trays, refrigerator freezers which require an additional compressor to function. Food spoilage, trim kits, Halogen units, refrigerator/oven combination units, stackable or "all in one" washer/dryer units, trash compactor.

**Limits:** \$900 maximum allowed to diagnose, repair or replace any covered appliance during coverage period.

## **ELECTRICAL SYSTEM**

**Covered:** Fuse panels, circuit breakers, circuit breaker panels, switches, receptacles, telephone wiring, central vacuum system, house attic and exhaust fans, ceiling fans.

**Exclusions:** Circuit breakers, circuit breaker panels, or other electrical components for which parts are no longer available. Light fixtures including those on ceiling fans, bulbs, ballasts, inadequate wiring capacity, power failure or surge, lightning, low voltage relay systems, heat lamps, intercoms, alarms, electronic or computerized energy management or lighting & appliance management systems, exhaust fans used for radon, local code violations, fire smoke and security alarm systems. Any breakers or wiring exclusively for outside receptacles or lights & fixtures, any wiring or other electrical items located outside the perimeter of the principle dwelling and attached garage. Doorbell and related wiring, chimes, central vacuum system duct work, hose and accessories.

**Limits:** \$1000 maximum to diagnose, repair or replace electrical service and/or panels. Ceiling fans replaced with builders standard.

## **GARAGE DOOR OPENER**

**Covered:** Wiring, motor, switches, receiver unit, rail/trolley assembly.

**Exclusions:** Doors, hinges, remote transmitters, key pads, track assembly, springs.

## **POOL AND SPA**(Optional coverage for buyer only)

**Covered:** Both exterior pool and built in spa equipment are covered if they utilize common equipment. If they do not utilize common equipment, then only one or the other is covered unless an additional fee is paid. Above ground and accessible working parts and components of heating and filtration system as follows: heater, pump, motor, filter, filter timer, gaskets, blower, timer, back wash valve, above ground plumbing and wiring.

**Exclusions:** Automatic pool covers and motors, remote control panel and switches; air switches; water chemistry control equipment and materials; disposable filtration mediums; heat pump, valve actuator motor; automatic chlorinators, salt, salt water circuit board, salt water cell, salt generators, pool sweeps, skimmers, lights, jets, liners, concrete encased underground electrical, plumbing, gas lines, cleaning equipment, structural defects, solar equipment, portable hot tub/spa.

**If pool/spa is not operating on effective date of this plan due to seasonal conditions then the following will apply...Pools and Spas are covered only after 30 days of seasonal operation, or documentation that the pool and/or spa was professionally closed or opened and systems were in good working order at that time.**

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### **WELL PUMP** (optional coverage for buyer only)

**Covered:** All components and parts of well pump utilized as a source of water to the home.

**Exclusions:** Above or underground piping, cable or electrical lines leading to or from the well pump, including those that are located within the well casing, well casings, pressure switches not located on the pump, holding, storage or pressure tanks, booster pumps, drilling of wells. Well pump and all well pump components for geothermal and/or water source heat pumps.

### **SPRINKLER SYSTEM** (optional coverage for buyer only)

**Covered:** All components and parts. The system must have been closed down or started up by a professional and documented as fully functional a minimum of 30 days before the contract takes effect.

**Exclusions:** Any failure due to damage or improper maintenance, well and pump, underground control wiring, backflow preventer repair, replacement, or testing.

### **LIMITS OF LIABILITY**

- 1.** This contract applies only to a single family residence or a duplex, triplex or fourplex type residence with up to two heating and air conditioning systems in any individual residence. Any known defects are excluded from coverage until proof of repair is received by us. This contract does not cover repairs or replacement required as a result of fire, freeze or flood, accidents, vandalism, improper installation, cosmetic defects, electrical shortage, surge or overload, lightening, inadequate capacity, failure to clean or maintain, improper previous or attempted repair, lack of routine maintenance, pest or pet damage, neglect, misuse, abuse or missing parts. We do not cover mechanical failures due to code violations nor are we responsible for code upgrades. Appliances and systems classified by manufacture as commercial or any dwelling used for commercial purpose is not covered. You are responsible for providing maintenance and cleaning on covered items. Example: Heating and A/C systems require seasonal maintenance and cleaning as well as replacement filters. Water heaters require periodic flushing. We are not responsible for the diagnosis, repair, removal or remediation of mold, mildew, rot or fungus or any damages resulting from or related to mold, mildew, rot or fungus even when caused by or related to the malfunction, repair or replacement of a covered appliances or system. We shall not be liable for consequential damages resulting from the failure of a covered component, system or appliance, or arising out of our performance or claimed nonperformance under this plan, including but not limited to liability for damage to personal property, personal injury or death.
- 2. ACCESS:** We are not responsible for providing or closing access to covered items. We are not responsible for additional charges to remove or install non-related equipment in order to make a covered repair, nor do we cover the cost of restoration of walls coverings, floor coverings, counter top etc. It is the covered person's responsibility to provide access to premises for repairs during normal business hours.
- 3. CODE UPGRADES/TOXIC MATERIALS:** We are not responsible for code violations or limitations in systems or

appliances. Repairs or replacement cannot be performed until you complete corrective work. We will provide upgrades at covered person's expense. We will not perform services involving hazardous or toxic materials including but not limited to, asbestos, mold, lead paint and sanitation of sewage spills, nor will we pay cost of disposal of hazardous or toxic materials.

- 4. REPAIR/REPLACEMENT/UPGRADING:** This warranty covers only matters of which we are advised of during the term of the contract. We have the sole right to determine whether a covered system or appliance will be repaired or replaced. We are responsible for providing installation of equipment comparable in features, capacity and efficiency, but not for matching dimensions, color or brand. We are not responsible for the cost of construction, carpentry or other modifications made necessary by existing equipment or installing different equipment. Except when replacing covered systems to maintain compatibility with equipment manufactured to be 13 SEER or 7.7 HSPF requirements, we are not responsible for upgrades, components, parts, modifications or equipment required due to the incompatibility of the existing equipment with the replacement system or appliance or component, or part thereof or with new type of chemical or material utilized to run the replacement equipment including, but not limited to, differences in technology, refrigerant requirements or efficiency as mandated by federal, state or local governments. We will pay for the cost of local building permits for approved repairs or replacements.
- 5. CONDOMINIUMS/MULTIPLE UNITS:** We do not provide coverage for common systems unless this Warranty is for a duplex, triplex or fourplex and every unit is covered by a Comfort System Home Warranty. In structures with five or more living spaces a separate warranty must be purchased for each living space.
- 6. MANUFACTURER'S RECALL/DEFECTS:** We are not responsible for repairs arising from a manufacturer's recall of covered items, manufacturer's defect, design flaws or for items covered under an existing manufacturer's, distributor's or in-home warranty.

### **RENEWAL/TRANSFER/CANCELLATION**

**TRANSFER/RENEWAL:** This contract is transferable to new buyer upon signed transfer authorization form. This contract may be renewed only at our discretion at the prevailing rate and terms of renewal. Rate may increase upon renewal.

**CANCELLATION:** This contract is non-cancelable, except for nonpayment of service fees, fraud or misrepresentation of facts material to the issuance of this plan. If contract is canceled upon mutual agreement between you and us, you shall be entitled to a prorated refund of the paid plan fee for the unexpired term less any service/repair cost and a \$75 administration cost incurred by us.

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## COVERAGE

### BASIC COVERAGE BUYER & SELLER

Single Family (\$75 Trade Call Fee) <i>(Seller's coverage maximum 180 days)</i>	\$334	\$
Duplex - Buyer only (\$75 Trade Call Fee)	\$650	\$
Triplex - Buyer only (\$75 Trade Call Fee)	\$799	\$
Fourplex - Buyer only (\$75 Trade Call Fee)	\$950	\$

### OPTIONAL BUYER COVERAGE

Each add'l HVAC system after 2nd	\$150	\$
Each add'l water heater after 1st	\$50	\$
Each add'l garage door operator after 2nd	\$50	\$
Steam & hot water boilers	\$200	\$
Electronic air cleaners	\$35	\$
Sewage ejector	\$100	\$
Lawn sprinkler systems	\$120	\$
Swimming pool • Spa • Hot tub equipment	\$160	\$
Additional pool or spa equipment	\$160	\$
Well pump	\$95	\$
Additional sump pump	\$60	\$
Built-in Bathtub Whirlpool (Motor & Pump)	\$50	\$

### HVAC MAINTENANCE PLAN (1-HVAC SYSTEM)

One-year plan includes 2 cleanings (1-Fall and 1-Spring)	\$175	\$
Benefits: • Lower Operation Costs • Longer Equipment Life • Decrease "Downtime" Frequency	} call for prices on multiple systems }	

TOTAL AMOUNT DUE \$

### METHOD OF PAYMENT

- Cash       Check Number  
 MasterCard     VISA     Discover     Amer. Express

Card Number \_\_\_\_\_

Expires \_\_\_\_\_ / \_\_\_\_\_

Billing address of credit card holder \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Make check payable to: **COMFORT SYSTEMS**  
3052 All Hallows • Wichita, KS 67217

[www.comfortsystems.net](http://www.comfortsystems.net)

P • 316.942.8383    F • 316.264.2860

### FINANCIAL STRENGTH

Backed by The Waldinger Corporation serving customers since 1906.

## WARRANTY CONFIRMATION # \_\_\_\_\_

### REGISTRATION

- Single Family     Duplex     Triplex     Fourplex

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

County \_\_\_\_\_

### SELLER

Name \_\_\_\_\_

Home Phone \_\_\_\_\_

Listing Date \_\_\_\_\_ Expiration Date \_\_\_\_\_

### BUYER

Name \_\_\_\_\_

Home Phone \_\_\_\_\_

E-mail address \_\_\_\_\_

BUYER ADDRESS (if other than above):

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

### FIRM/AGENT

Real Estate Office \_\_\_\_\_

Agent's Name \_\_\_\_\_

Agent's E-mail \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Closing Company Name \_\_\_\_\_

Closing Company Email \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Closing Agent Name \_\_\_\_\_

Estimated Closing Date \_\_\_\_\_

### NOTICE

Plan fee is due at close of sale or end of listing period. (If home does not sell within listing period, and repairs have been made under the warranty, the seller has the option of paying the repair cost, or purchasing the home warranty, which ever is less.)

If buyer takes possession prior to close of sale (e.g. a lease period) the plan fee is due upon occupancy and coverage will begin upon receipt of plan fee by Comfort System.

### Plan fee is due at close of sale.

\$ \_\_\_\_\_ Total Amount Due with Options.

I decline the benefits of this coverage. In waiving this program applicant agrees to hold harmless the Real Estate Broker and/or Agent against any liability resulting from failure of systems or appliances that would have been covered under this plan.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Buyer/Seller hereby acknowledges receipt of this plan and understand Terms and Conditions of coverage.

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## Your Warranty Covers Service or Replacement of:

COVERED ITEMS	Buyer	Seller
Heating System	■	■
Heat Pump	■	■
Central Air Conditioning	■	■
Ductwork	■	■
Plumbing System Leaks	■	■
Drain & Sewer Stoppages	■	■
Water Heater	■	■
Sump Pump	■	■
Toilets	■	■
Instant Hot Water Heater	■	■
Water Pressure Regulator	■	■
Electrical System	■	■
Ceiling & Exhaust Fans	■	■
Whole House & Attic Fans	■	■
Garage Door Opener	■	■
Central Vacuum	■	■
Range/Oven/Cooktop	■	■
Built-in Microwave	■	■
Built-in Dishwasher	■	■
Kitchen Garbage Disposal	■	■
Kitchen Refrigerator	■	n/a
Washer	■	n/a
Dryer	■	n/a
A/C Freon Recapture	■	■
Haul Off Replaced Equipment	■	■
Permits	■	■

\* Seller coverage is only available at time of listing and is not available on multiple units.

**TRADE CALL FEES:** Trade call fees must be paid at time of service and are in addition to warranty fees. A trade call fee shall be charged for each trade call, trade item, service, repair or replacement.

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