



COMFORT PLANS

GAS HEARTH PRODUCTS

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COMFORT PLANS INTRODUCTION AND OVERVIEW

Home Fire Stove & Grill City works hard to serve our customers and seek new ways to make their lives easier, more enjoyable and stress free. Home Fire Stove's Comfort Plans are more than just a "warranty", it is peace of mind. Home

Fire Stove covers a myriad of extended service plans to gas and pellet fireplaces, inserts and freestanding stoves. Comfort plan members can pay monthly, or annually and avoid major repair bills. If there is a breakdown or issue with their hearth product we are just a phone call away!

What is a Comfort Plan?

A Comfort Plan with Home Fire Stove & Grill City is a comprehensive maintenance plan to protect your hearth products. It provides homeowners with seasonal operational and safety inspections and overall equipment evaluations to ensure safe, reliable and efficient operation.

Our Comfort Plan members also receive considerable discounts of services, repairs and hearth product replacements. In addition to the above you will also receive priority service, and service availability as part of your Comfort Plan purchase.

Why Should I Invest in a Comfort Plan?

Peace of mind! Besides all of the benefits listed above, we take the worry out of remembering to have your hearth product serviced. Our service center staff will call or email you to set up your maintenance appointments when they are due.

Why are inspections and maintenance important?

In one year, your hearth product can run as many as 2,000 hours, equivalent to 70,000 miles on a vehicle. When you neglect your hearth product, you pay a hefty price in wasted fuel, costly repairs, and shortened hearth product life. Having your hearth product regularly inspected and maintained results in fewer service repairs, lower energy costs, extended equipment life and greater safety.

Who Should Buy a Comfort Plan?

Anyone who owns a hearth product purchased from Home Fire Stove & Grill City should own a Comfort Plan. When you purchase a new hearth product, the equipment manufacturers require them to be inspected yearly throughout the warranty period by a professional hearth company and that you keep written proof of each inspection on hand to keep warranties valid.

Home Fire Stove's Comfort Plans have you covered! Each of our Comfort Plan inspections comes with a detailed report of the equipment condition to satisfy all the manufacturer's warranty mandates. Don't make your hearth product or your wallet suffer any longer, Call us today!



COMFORT PLANS TERMS AND CONDITIONS

The Home Fire Stove & Grill City maintenance and repair service plans, (hereafter "Comfort Plans") are designed to keep your hearth products running safely and efficiently on monthly or yearly payments. You can customize the Comfort Plans by choosing the coverage and plan that fits your budget.

1. **Premium Comfort Plan: You are purchasing a Premium Comfort Plan for either 3 Years or 5 Years of Coverage for Your Hearth Product.** Your Comfort Plan is payable at time of product purchase. Your Comfort Plan agreement with Home Fire Stove & Grill City ends at the end of the term specified in your Comfort Plan agreement. Renewal of agreement is available up to 3 times with pricing to be re-negotiated at each new enrollment in the Comfort Plan program. Your payment signifies acceptance of this agreement. If you need additional coverage, additional hearth products, or any additional options within the contract, bundling pricing is available to include the new appliance purchased from Home Fire Stove & Grill City at a rate of 20% off the stated Comfort Plan price for the plan chosen for each additional product added to your Comfort Plan agreement. Please note: In order to receive bundling pricing for multiple hearth products purchased from Home Fire Stove the products must reside at the same location. Yearly service to multiple units will be scheduled at the same date and time.
 - a. **3 Year Premium Comfort Plans Include:**
 - i. 3 annual tune-ups and inspections (One per year. Must be scheduled between May and September)
 - ii. Free parts and labor
 - iii. 15% discount on optional upgrades
 - iv. Priority response to emergency calls
 - v. 1 pre-season priority reminder call and postcard reminder for annual service each year
 - vi. Locked in rate for 3 years
 - vii. Option to renew at locked-in rate for an additional 3 years at end of contract (one-time only)
 - viii. Payment in full required at time of purchase
 - ix. 10% discount when purchasing replacement appliance (when needed)
 - x. Add \$200 for Linear Fireplace
 - b. **5 Year Premium Comfort Plans Include:**
 - i. 5 annual tune-ups and inspections. (One per year. Must be scheduled between May and September.
 - ii. Free parts and labor
 - iii. 15% discount on optional upgrades
 - iv. 1 pre-season priority reminder call and postcard reminder for annual service each year
 - v. Priority response to emergency calls
 - vi. Locked in rate for 5 years
 - vii. Option to renew at locked-in rate for an additional 5 years at end of contract (one-time only)
 - viii. Payment in full required at time of purchase

- ix. 10% discount when purchasing replacement appliance (when needed)
- x. Add \$332 for Linear Fireplace

2. Essential Comfort Plan: You are purchasing an Essential Comfort Plan for either 3 or 5 Years of Coverage for Your Hearth Product. Your Comfort Plan is payable at time of product purchase. Products not purchased from Home Fire Stove & Grill City are ineligible for Comfort Plan coverage. Your Comfort Plan agreement with Home Fire Stove & Grill City ends at the end of the term specified in your Comfort Plan agreement. Renewal of agreement is available up to 3 times with pricing to be re-negotiated at each new enrollment in the Comfort Plan program. Your payment signifies acceptance of this agreement. If you need additional coverage, additional hearth products, or any additional options within the contract, bundling pricing is available to include the new appliance purchased from Home Fire Stove & Grill City at a rate of 20% off the stated Comfort Plan price for the plan chosen for each additional product added to your Comfort Plan agreement. Please note: In order to receive bundling pricing for multiple hearth products purchased from Home Fire Stove the products must reside at the same location. Yearly service to multiple units will be scheduled at the same date and time.

a. 3 Year Essential Comfort Plans Include:

- i. 3 annual tune-ups and inspections (One per year. Must be scheduled between May and September)
- ii. 10% discount on replacement parts
- iii. Priority response to emergency calls
- iv. 1 pre-season priority reminder call and postcard reminder for annual service each year
- v. Locked-in rate for 3 years
- vi. Option to renew at locked in rate for an additional 3 years at end of contract (one time only)
- vii. Payment in full required at time of purchase
- viii. 5% Discount When Purchasing Replacement Appliance (when needed)
- ix. Add \$125 for Linear Fireplace

b. 5 Year Essential Comfort Plans Include:

- i. 5 annual tune-ups and inspections (One per year. Must be scheduled between May and September)
- ii. 10% discount on replacement parts
- iii. 1 pre-season priority reminder call and postcard reminder for annual service each year
- iv. Priority response to emergency calls
- v. Locked-in rate for 5 years
- vi. Option to renew at locked-in rate for an additional 5 years at end of contract (one time only)
- vii. Payment in full required at time of purchase 5% discount when purchasing replacement appliance (when needed)
- viii. Add \$205 for Linear Fireplace

- 3. Single Family Residence:** Your Comfort Plan applies to one single-family residence per agreement (see Commercial Comfort Plans terms and conditions for non-residential). The Comfort Plan agreement must be in the name of the Home Fire Stove & Grill City product owner.
- 4. Coverage Start:** Coverage will begin upon approved enrollment. You will receive a letter confirming your start date, coverage selected and start date. Enrollment is subject to approval by Home Fire Stove & Grill City, in its sole discretion.
- 5. Pre-Existing Repair Needs:** In the event that a previously owned product is purchased from Home Fire Stove, Home Fire Stove & Grill City reserves the right to refuse coverage to any unit determined to have a pre-existing condition; or, in its sole discretion, for any other reason.

6. **Parts and Technicians; Authorized Repairs:** Home Fire Stove may use its employees (hereafter “Service Technicians”), or qualified local, and industry trained independent providers to perform covered service. The Comfort Plans are not responsible for charges or fees for service or parts purchased or installed by you or performed by anyone other than a Service Technician provided by Home Fire Stove & Grill City, or if parts or products have been altered in any way by you.
7. **Parts Availability:** Home Fire Stove & Grill City reserves the right to restrict specific makes of equipment from eligibility due to availability of parts from the manufacturer. The choice of parts to be used shall be the sole discretion of Home Fire Stove & Grill City.
8. **Right to Refuse Repair:** If Home Fire Stove & Grill City estimates the cost of a covered part to be more than the value of your hearth product in its current condition or age, or if covered parts are no longer available. Home Fire Stove & Grill City may decline to make the repair and recommend that you replace the hearth product or other covered equipment. Replacement shall be at the customer’s sole cost and expense. However, we may be able to assist you through rebates, offers or payment plans.
9. **Territory; Moving and Relocation; Cancellations:** The plan is limited to coverage for products within a 30-mile radius of the Home Fire Stove & Grill City showroom in Salem, Oregon (“the Territory”). If you move or relocate outside of the Comfort Plan Territory during your respective 3 or 5-year contract period, you can terminate the agreement if you have filed no claims for service within the contract year term. If you have had service during that time, a cancellation fee may apply. **You must contact a Home Fire Stove & Grill City account representative to cancel your account.** If you move into another area within the Comfort Plan Territory, your agreement will be transferred to the new address, but you must contact a Home Fire Stove account representative to transfer your account. The Comfort plan is transferrable to the new occupants of your previous home for the remainder of the contract period. Original plan holder must contact Home Fire Stove too update the account to the new home owner or the account will be considered null and void.
10. **Safe Access:** Service Technicians and Service Providers must have safe access to, and safe working conditions at and around the hearth products, or service may be declined. Safe working conditions include, but are not limited to, temperature-controlled spaces, and any and all hazards determined to exist in Home Fire Stove & Grill City’s sole discretion, including asbestos. Home Fire Stove will not be required to perform services if any asbestos hazard exists, until it has been determined the hazard has been eliminated. The customer shall restrain all pets and children and offer a clear area for repair, free of clutter and debris.
11. **Priority Repair:** Priority calls for Comfort Plan members are responded to and scheduled at the earliest Home Fire Stove schedule opening, as determined by the then-applicable business hours, Monday through Friday. Priorities constitute no heat when the daily temperature is forecasted to be less than 45 degrees Fahrenheit. Routine repair, maintenance and service call scheduling is provided Monday through Friday during normal working hours.
12. **Repaired or Replaced Hearth Products:** Hearth products on the Comfort Plan, including hearth products that have been repaired or replaced, may not be substituted or removed from the Comfort Plan during the term of the agreement.
13. **Your Responsibilities to Home Fire Stove:** You agree to indemnify and hold harmless Home Fire Stove against and in respect of all claims, demands, obligations, and liabilities of any nature whatsoever, whether accrued, absolute, contingent, or otherwise, arising out of or in connection with your negligent acts or omissions related to any hearth product on the Comfort Plan or your failure to comply with this agreement. If Home Fire Stove is made a party to any lawsuit or arbitration started by or against you, you agree to protect and hold Home Fire Stove harmless in connection with the lawsuit or arbitration. You also agree to pay all costs, expenses and reasonable attorney fees that Home Fire Stove may incur in enforcing this agreement. This agreement is made and entered into in the State of Oregon and shall in all respects be interpreted, enforced and governed under the laws of that State. Any claim for relief arising from or relating

to this agreement must be brought in the Oregon Circuit Court for the County of Marion. The waiver by Home Fire Stove of a breach of any provision of this agreement shall not operate to be construed as a waiver of any rights or remedies for subsequent breach.

Services/Items Not Covered Under the Home Fire Stove Comfort Plans

Your Home Fire Stove Comfort Plan is designed to cover most serviceable parts. Home Fire Stove reserves the right to make any and all decisions regarding coverage service or covered items.

- 1. Installation, Inspections:** Comfort Plan service does not include hearth product installation, disconnection, inspection and manufacturer recommended maintenance or recalls, removal of old hearth products, and certification of hearth products.
- 2. Abnormal Conditions, Hazards, and Conditions Beyond Our Control:** Comfort Plan service does not cover any materials, parts or labor required as a result of abuse, vandalism, fire, freezing, inadequate or defective electrical wiring, plumbing, power or water supply outages, corrosion, rust, negligence, flood, flooded basements, rodents, acts of nature or other abnormal conditions, improper installation, misuse, manufacturer defects or manufacturer recalls. Home Fire Stove will not be responsible for repairs if the repairs cannot be done without violating a local, state or federal law, code or regulation.
- 3. Certain Damages and Limitations on Recovery:** Home Fire Stove is not responsible for any damages (direct or indirect or consequential), illness or injury caused by delays, failure to service, availability of parts, labor difficulties and other conditions beyond our control. The responsibility and liability of Home Fire Stove for payment of damages to you, regardless of the form of action will not exceed the reasonable market costs for repair or replacement of the item or equipment covered under the Comfort Plan that is damaged or in dispute.
- 4. Commercial Appliances:** Residential Comfort Plans do not cover non-residential hearth products or equipment.