1. Coverage: This service contract (Contract) will cover the adjustment of the covered appliances, heating/cooling system, water heater, electrical/plumbing system, well pump or the replacement of any covered functional part as specified in this Contract and accompanying brochure. This Contract will cover any repairs or replacement of the covered water line or sewer line as specified in this Contract and accompanying brochure. Contract applies to one single property per agreement. Well pump, water line and sewer line coverage for dwellings up to 4,500 square feet. Contract covers only one of each appliance or system or primary line per Contract. Residential applications only.

2. Service Call: All non-emergency service calls will be performed during BGE HOME’s regular working hours (8:00 am to 5:00 pm Monday through Saturday). Service calls will be made under this Contract within our territory only. The ability of BGE HOME or its appointed service agents or contractors to provide repair or replacement service within 24 hours is contingent upon weather conditions, customer volume, road conditions and no force majeure events beyond our control including but not limited to flooded, fire, strike, acts of God, etc. In the event we determine, at our sole discretion, that there is an emergency situation requiring expedited service, we will make reasonable efforts to expedite services. We will give customers consideration for the inconvenience they will experience and will give consideration to validated malfunctions that affect the habitability of the dwelling. At our sole discretion, BGE HOME reserves the right to charge a $75 fee for each non-emergency service call performed outside of our regular working hours. In order to obtain service under this Contract, call 1-888-BGE-HOME (243-4663).

3. Term: Coverage begins 30 days after receipt of completed application or upon inspection by a BGE HOME technician. For monthly billing Smart Service, coverage continues for a minimum period of 12 months and will continue in perpetuity thereafter on a month-to-month basis until terminated by either party. Each monthly period will be treated as a separate contract period. Member billing will be monthly and shall remain in effect until canceled in the manner described herein.

4. Cancellation: You may cancel this Contract at any time with written notification to BGE HOME. If cancellation occurs within thirty (30) days of the date issued, we will refund all amounts paid if service has not been rendered. For monthly Contracts, if canceled within the first 12 months of the Contract and service has been rendered, BGE HOME is entitled to demand payment for the lesser of BGE HOME’s cost of any service already performed or the full year value of the plan. For yearly Contracts, if cancellation occurs within 30 days of the date issued we will refund all amounts paid. If service has been rendered under this Contract, no refunds will be given. If cancellation occurs after 30 days, refunds will be prorated based on the full months remaining in the Contract. BGE HOME may cancel this Contract at any time with written notice prior to the end of a term for fraud, material misrepresentation, or non-payment by you, for violation of any of the terms and conditions of this Contract, or if required to do so by any regulatory authority.

5. Exclusions: BGE HOME reserves the right to cancel coverage, change terms and conditions and/or pricing with 30 days notice to you. BGE HOME is not obligated to renew this Contract at any time.

5. Limitations of Service: Coverage will be applicable to member based on arrangements made at the time of purchase. HVAC purchase, plumbing, electrical and appliance service discounts do not include installation.

This Contract shall not cover:

a. General Limitations: The Contract does not cover air filters, cabinet parts, decorative trim, light bulbs, accessories, drip pans, door liners, dishwasher air gap, utensil support, leveling legs, catalytic surfaces, finish discoloration, touch up, and any associated masonry work or drywall work. Normal routine maintenance for non-HVAC equipment is not included and not provided. BGE HOME shall not be responsible for charges for service or parts you have others provide. BGE HOME is not responsible for any damages resulting from mechanical failure of any component, system, item or appliance due to conditions beyond BGE HOME’s control such as, but not limited to, unavailability of materials and/or labor. Routine maintenance such as oiling, inspections (except where otherwise specified), seasonal turn-ons/turn-offs or cleaning of filters, ducts and chimneys (excluding base). Repair or replacement of parts involved friable asbestos. Attic units without appropriate flooring. Certain brand restrictions apply.

This agreement shall not include any mold or mildew evaluation, remediation, mold prevention or other related services. BGE HOME shall not be required to identify, detect, encapsulate, or remove asbestos or products or materials containing asbestos or any other potentially hazardous substances or materials, including but not limited to mold and mildew (collectively “Hazard”). Customer has sole responsibility and liability for the proper identification, removal, disposal or correction of any Hazard at the job location. Customer also has the sole responsibility to remediate any mold-related problems regardless of when and how such problems may accrue. Customer shall indemnify, defend and hold harmless BGE HOME and its affiliates, contractors and subcontractors and their respective officers or employees for any damages resulting from removal of, or exposure to, any Hazard, including but not limited to attorneys’ fees of whatever nature incurred as a result of any Hazard or on relating to Customer’s premises.

b. HVAC/Water Heater Equipment: Air Conditioning equipment more than 11 years old. Roof top units, electric baseboard units, air conditioners or heat pumps connected to earth coupled or grounded. Source heat pumps, electric radiant heating, oil-fired or oil-condensing units, combination solid fossil fuel units, commercial applications over 500,000 BTU/hr input, single heating systems that supply more than two heating zones or heating/cooling systems partially or completely powered by solar energy, water heater tanks and water heating systems partially or completely powered by solar energy. Service to repair and/or replace heat exchangers, outside temperature sensors, jacketed or un-jacketed water heaters, gas water heaters, tankless water heaters, electric water heaters, hybrid water heaters, rainwater harvesting systems, solar power systems and power inverters, inverter parts, inverter electronics, solar panels, power inverters, solar inverter connectors, air filters, fuel lines, fuel storage tanks, fuel shutoff valves, circuit breakers or exposed wiring, humidifiers and air cleaners (unless covered under a separate service plan), insulation, duct work, remote automatic water feed, boiler sections, solution pumps, internal or external domestic water heating coils and their associated parts, or any otherwise covered part which is inaccessible or is damaged by faulty system design or installation, or the correction of any problem directly connected with the heating system itself, such as venting air at radiators, expansion tank problems, flow valves, balancing systems, surge systems or zone valves and zone controls, thermal expansion devices for water heaters, auto fill valves, flow checks, boiler feed pumps or steam traps. Any increase in utility bills resulting from use of emergency heat is not covered under this Contract. Any energy saving devices that are added onto the original heating/cooling systems unless otherwise stated above.

c. Appliances: Appliances more than 10 years old. Optional accessories for multi-functional ranges, wall ovens, refrigerator, dishwasher, automatic dishwashers, garbage disposals, kitchen sinks, refrigeration systems, water heaters, dishwashers, water softeners, water purifiers, water softeners; toilet seat, inadequate water pressure supply, sauna and steam rooms, depot sans funds transfer (EFT) from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic funds transfer (EFT) from your bank account, we will charge you a $75 fee for each non¬emergency service call performed outside of our regular working hours. In order to obtain service under this Contract, call 1-888-BGE-HOME (243-4663).

6. Limitation of Liability: The sole and exclusive remedy against BGE HOME or its agents, employees, officers or affiliates for any damages arising from BGE HOME services, equipment or work shall be limited to repair or replacement of BGE HOME installed or serviced equipment and shall not exceed the lesser of (a) the actual damages incurred to your equipment, (b) the replacement value of the equipment provided hereunder, or (c) three times the amount of money actually paid to BGE HOME under this agreement. In no event shall BGE HOME have any liability for any damages relating to alleged mold remediation, or any consequential, special, incidental damages or any damages for lost income. BGE HOME is not required to provide repairs exceeding a cost to BGE HOME of $2,000 per Contract year, unless a water line plan (up to $3,000 per year) or sewer line plan (up to $4,000 per year).