

USA Dealer Enrollment Form

We do not sell, trade or rent your personal information to any third party. The information is collected primarily to ensure that we are able to fulfill your requirements.

Date of Enrollment: Default (Date enrollment is received by AIG or postmarked via US mail.)

Items in **bold** are required.

Dealer Information

Company Name: _____

Company Owner: _____
(Company Contact) (First) (Last)

Address: _____

City: _____ State: _____ Zip Code: _____ Country: ☒ USA

Phone: _____ Fax: _____ E-mail: _____

Distributor Information

Primary Wholesale Distributor Name: _____ Dealer ID: _____

Company Contacts

Accounts Payable Contact: _____ Phone Number: _____ Email: _____

Service Manager Contact: _____ Phone Number: _____ Email: _____

Coverage Area Zip Codes: _____

Service Department Information

Hours of Operation SUN: _____ MON: _____ TUES: _____ WED: _____ THUR: _____ FRI: _____ SAT: _____

Number of Sales Staff: _____ Number of Service Technicians: _____

Phone During Business Hours: _____ Phone After Business Hours: _____

Insurance Documents

Prior to becoming an authorized AIG servicer, servicer must provide AIG with a copy of its current Certificate of Insurance, which shows workers compensation and general liability insurance of no less than \$500,000.00 (USD). If you are a part of our dispatch service network, workers compensation and general liability insurance must be no less than \$1,500,000.00 (USD).

AIG's name and address must be shown as certificate holder. AIG, 650 Missouri Ave., Jeffersonville, IN 47130.

General Liability: ☐ I have included a copy of my general liability insurance of no less than \$500,000.00

Workman's Compensation (select one): ☐ I have included a copy of my workers' compensation insurance.

☐ My state does not require workers' compensation by law and I have _____ employees.

Federal & Licensing Documents

Please provide your Federal Tax Identification Number (FEIN). Due to potential privacy risks, compliance requirements, and security, we cannot accept social security numbers in lieu of an FEIN.

If you need to obtain a free FEIN, please visit www.irs.gov, or follow this link [Apply for an Employer Identification Number \(FEIN\) Online](#).

Federal Licensing: ☐ I have included a copy of my W-9 Form and my FEIN is _____

A service warranty license and agent appointment is required in the State of Florida in order to sell service warranties. This is required for all FL and any non-FL dealer/distributor selling to a FL customer. This number is subject to verification.

Florida 2-52 License (select one): ☐ I have included a copy of my Florida 2-52 license. My 2-52 License number is _____

☐ I do not sell to consumers in Florida and to the best of my knowledge this requirement does not apply to me.

Dealer Terms and Conditions

☐ I certify that the information contained in this section is true and complete to the best of my knowledge and that I have read the accompanying servicing installer terms and conditions that apply to this enrollment form.

Owner/Manager Signature: _____ Print Name: _____ Date: _____

Please fax this completed form and supporting documentation to AIG at 866-212-3750

Alternative Submission Options: Mail or email this completed form to AIG

Attention HVAC Enrollments • PO Box 928 • Jeffersonville, IN 47130 • (t) 866-538-8922 • (f) 866-212-3750 • HVACEnrollments@sndirect.com

USA Dealer/Service Terms & Conditions

Service Net authorizes Dealer/Service to (i) sell to Dealer/Service's customers on behalf of Service Net, Extended Service Agreements (the "ESAs") in the form included, and on the specific heating, ventilation and air conditioning equipment described, in the Sales and Service Guidelines ("Sales Guidelines") to be provided by Service Net to Dealer/Service and/or (ii) provide, on Service Net's behalf, repair services to customers that have purchased an ESA. This Dealer/Service Agreement, collectively with the Sales Guidelines, shall be referred to herein as the "Agreement."

This Agreement authorizes Dealer/Service to sell ESAs and/or provide service on Service Net's behalf, subject to the terms and conditions set forth herein and any other guidelines provided by Service Net for such programs.

PROGRAM PARTICIPATION REQUIREMENTS AND GENERAL PROVISIONS

Service Net will authorize Dealer/Service to act on Service Net's behalf and will pay/reimburse the Dealer/Service for approved claims, provided the following conditions are met:

1. Dealer/Service is and remains familiar with and follows the requirements and procedures outlined in this Agreement.
2. Dealer/Service notifies each customer of all Service Net guidelines including, but not limited to, claims set up procedures, annual maintenance requirements, waiting periods, and per claim deductibles that may apply to ESAs.
3. Dealer/Service notifies all customers that they are purchasing an ESA and separately states the cost of the ESA on an invoice or similar receipt provided to each customer.
4. The minimum price that Dealer/Service can charge a customer for an ESA shall be as set forth in the "Dealer Price Sheets". Dealers will be notified at least thirty (30) days prior to the effective date of future pricing revisions. Dealer/Service shall remit the payment to Service Net via the online payment method available on the sales entry website. Dealer/Service shall collect any applicable sales tax incurred on the sale of ESAs and remit such taxes to the appropriate tax authority.
5. Dealer/Service agrees to provide and pay for all labor and materials (including freight, transportation, equipment and sales tax if applicable) and to fully complete the authorized repair within forty-eight (48) hours, depending on customer and parts availability. Dealer/Service also agrees to use its best efforts to provide same day or next day service.
6. Dealer/Service assumes complete responsibility for the workmanship and quality of repair or replacement parts and guarantees the quality and workmanship of all materials and labor provided from the date of service for a minimum of sixty (60) days for leaks and for thirty (30) days for all other repairs. The Dealer/Service agrees that all customer complaints regarding the quality and/or workmanship of the parts, labor, or materials provided by the Dealer/Service will be resolved by the Dealer/Service within thirty-six (36) hours after being notified of the complaint by the customer or by Service Net. In addition, Dealer/Service will re-execute its own work in accordance with this Agreement and without expense to Service Net.
7. Dealer/Service agrees that Service Net will pay/reimburse the Dealer/Service for approved claims pursuant to the Tiered Rate Structure set forth in the Sales Guidelines.
8. If a claim arises in connection with the work performed by a Dealer/Service, the Dealer/Service agrees to defend the same at the Dealer/Service's cost, and to indemnify and hold Service Net and their parents, affiliates, employees, officers and directors harmless from all liability, damages, losses, expenses, and attorney fees caused directly or indirectly by Dealer/Service or any of its employees or representatives in connection with repairs done under this Agreement. Any dispute regarding this Agreement or breach thereof shall be submitted to the American Arbitration Association branch closest to Service Net's place of business for resolution pursuant to the commercial arbitration rules of said association. In no event shall Service Net be liable to the Dealer/Service for any incidental, consequential, special or indirect damages incurred by it, including without limitation, lost business profits or business opportunities, loss of data, or other down time costs arising out of or related to this Agreement or services performed hereunder.
9. Dealer/Service represents and warrants that it will, at all times, be licensed and/or qualified under all applicable state and local laws or regulations required to perform the repair services referenced herein. Dealer/Service further agrees to obtain and maintain all necessary licenses/registrations to act as an ESA seller on behalf of Service Net. Specifically, Dealer/Service acknowledges and agrees that no ESA sales will be processed by Service Net without Dealer/Service maintaining a valid 2-52 license from the Florida Department of Financial Services.
10. Dealer/Service shall during the term of this Agreement, at its own expense, obtain and maintain in full force and effect at all times, policies of insurance with insurance companies having an AM Best rating of "A" or better, covering Dealer/Service for all services performed or to be performed by it pursuant to this Agreement. Dealer/Service shall maintain no less than, \$1,000,000 in general liability insurance, \$1,000,000 of automobile liability insurance, and workers compensation insurance in the amount required by applicable law. Dealer/Service shall ensure that the policies provide Service Net with at least thirty (30) calendar days advance written

notice of any modifications, cancellations or terminations, and Dealer/Service shall provide to Service Net written evidence satisfactory to Service Net of such insurance and such endorsements.

11. This Agreement shall be governed by the laws of the State of Indiana and supersede any previous agreement between the parties, either written or verbal. This Agreement may only be amended in a written statement signed by both parties.

CLAIM PROCEDURES

12. All claims are subject to approval and verification prior to payment. If payment or other information regarding the claim is not received within thirty (30) days, the Dealer/Service will be responsible for contacting Service Net to ensure the claim was received and processed. Disputes related to denied claims or invoice charges must be reported to Service Net within the sixty (60) days from the original denial notice to be reconsidered for payment.
 - a. When a Dealer/Service is called for a potential repair, Dealer/Service shall:
 - i. For service which requires a deductible under the applicable ESA, collect deductibles on the date of service from customers that purchased ESAs, where applicable. If a deductible is required for service under a particular Service Net program but Dealer/Service is not responsible for collecting the deductible, Service Net will be responsible for collecting such deductibles during the claim set up procedure.
 - ii. Not charge customers for services covered under the ESA. Dealer/Service acknowledges and agrees that all services covered under the ESAs are provided without charge to customers, and that except for any applicable deductibles or any services not covered under the terms of the ESA, Dealer/Service agrees not to charge customers up-front for services covered under the ESA and then reimburse the customer after Service Net pays the Dealer/Service.
 - iii. Pre-diagnose, as much as possible, the cause of the breakdown and estimate the cost of the repairs. The customer is the only person who can authorize tear down.
 - iv. Retain replaced or broken parts for sixty (60) days after repair.
 - v. Invoice Service Net within sixty (60) days of repair completion. Invoices received after sixty (60) days will be denied by Service Net for reimbursement and will become the sole responsibility of the Dealer/Service.
 - b. Service Net will send payment for covered charges and repairs within thirty (30) days provided:
 - i. Proper claims set up and authorization procedures were followed.
 - ii. Work is completed and acceptable to all government authorities.
 - iii. Invoices are submitted correctly and within the appropriate timeframe.
13. Dealer/Service shall only use the forms provided by Service Net to submit sales and claims, and to submit ESA cancellation or transfer requests.
14. Dealer/Service will submit all ESA sales data to Service Net as soon as possible, but no later than thirty (30) days from the date the Dealer/Service sells an ESA to a customer, including but not limited to retail sale price and applicable sales tax.
15. Dealer/Service agrees that there will be a thirty (30) day wait period from the date Service Net receives the complete ESA sales data from the Dealer/Service. If an ESA was sold beyond one (1) year from equipment installation date, there will be a ninety (90) day wait period from the date Service Net receives the complete ESA details from the Dealer/Service.
16. Dealer/Service will certify the covered equipment is in working condition as of the date the ESA is sold to the customer.
17. In the following instances, Service Net may deny part or all of a claim submitted by Dealer/Service:
 - a. Claims submitted for repairs avoidable by routine maintenance or where annual maintenance has not been performed. Service Net reserves the right to request a maintenance history from Dealer/Service. Failure to provide proof of maintenance may result in a claim denial.
 - b. Claims submitted for product failure and/or repairs that occurred prior to expiration of any applicable waiting period.
 - c. Repairs required due to faulty installation.
 - d. Repairs or charges not covered by the ESA.
 - e. Charges for labor hours that fall beyond the reimbursement allowance for the stated repair. Repair allowances will be made available to the Dealer/Service in the Sales Guidelines.

- f. Charges for trip/diagnosis, labor and/or parts rates that are higher than those allowed in this Agreement or allowed by the SKU Tier (Value, Basic, Tier 1, or Tier 2) sold to customers.
18. Service Net reserves the right to request a copy of the invoice for product installation or other documentation during the claim adjudication period.
 19. Dealer/Service may receive claim payments by check drawn on accounts of Service Net affiliated companies. Dealer/Service should call, email, fax or write Service Net regarding questions concerning any claim payment.
 20. Service Net may terminate this Agreement immediately by providing written notice of termination to the Dealer/Service. Upon termination, all rights and obligations of the parties under this Agreement shall cease, except for the following: a.) Dealer/Service will continue to indemnify and hold harmless Service Net, its parents, affiliates, employees, officers and directors as set forth in Paragraph 8 of this Agreement, b.) any and all repair services begun by the Dealer/Service shall be completed in accordance with the provisions set forth by this Agreement, and c.) Service Net shall pay authorized claims prior to termination that meet the terms of the ESA and this Agreement.
 21. In the event a customer terminates an ESA, the Dealer/Service is required to submit to Service Net a Cancellation Form on behalf of the customer, which shall include the customer's signature. The Dealer/Service is obligated to refund the customer any retail refund amount owed, after receipt of Service Net's portion of such refund amounts, as set forth below. If the ESA is canceled within (60) days of the date of the ESA purchase, the Dealer/Service will refund the full purchase price, less any claims paid. If canceled thereafter, the Dealer/Service will refund the remaining days coverage on a daily prorated basis, less any costs for service performed (if applicable). The Dealer/Service will be refunded the entire Dealer Price of the ESA or a prorated portion thereof, as applicable. A Dealer/Service will be refunded by Service Net for any cash on delivery (COD) accounts. Service Net reserves the right to apply a cancellation fee.
 22. Notwithstanding any other provision of this Agreement, Service Net may reduce the amount of any payment otherwise payable to or on behalf of Dealer/Service by the amount of any obligation of Dealer/Service to Service Net that is or becomes due and payable, and Dealer/Service shall be deemed to have consented to such reduction.

SERVICE NET AUDIT RIGHTS

23. Dealer/Service acknowledges and agrees that Service Net shall have the right to audit the books and records of Dealer/Service relating to the business transacted hereunder upon at least five (5) days prior written notice, which audit shall be conducted during regular business hours at the business location of the Dealer/Service. Service Net may conduct such audit alone or together with qualified auditors, accountants and/or other professionals, at its sole discretion. Service Net shall bear the cost of the audit. In the event of any such audit, Service Net shall use commercially reasonable efforts to ensure that it safeguards Confidential Information. Audits may be performed anytime at Service Net's discretion. Service Net has the right to request Dealer/Service to: 1) provide responses to written requests and/or 2) supporting documentation regarding ESA sales, wholesale/retail remittance and/or claims. Dealer/Service shall timely, fully and completely provide all necessary information and data related to Dealer/Service's obligation to provide Service Net with the auditor's report.
24. Dealer/Service shall provide to such auditors (including, but not limited to, Service Net's internal accounting and audit staff and/or other professionals, at the option of the Service Net) access to appropriate Dealer/Service management personnel and material subcontractors, and to the data and records maintained by Dealer/Service with respect to the services for the purpose of (a) performing audits and inspections of Dealer/Service and its businesses, (b) verifying the integrity of Dealer/Service data, (c) examining the systems that process, store, support and transmit such Dealer/Service data, (d) confirming that the services are being provided in accordance with this Agreement.
25. In order to document the services and the monies paid or payable by Dealer/Service under this Agreement, Dealer/Service shall retain its books, records and supporting documentation in accordance with Generally Accepted Accounting Principles for at least four (4) years.
26. Dealer/Service shall provide to such auditors as Service Net may designate in writing, access to such records and supporting documentation as may be requested by Service Net.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
X	X	X	-	X	X	-	X	X	X
or									
Employer identification number									
			-						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.