



# Like leather *thank a cow*

## Fabric and Leather Accident Protection (FLP)

### AGREEMENT

This document sets forth the entire agreement between BlvdHome, hereafter referred to as “BlvdHome” and the purchaser hereafter referred to as “You” and “Your.” In return for payment of the BlvdHome Fabric and Leather Protection (FLP), and subject to all terms and conditions of this agreement, BlvdHome will:

- a. Professionally treat furniture prior to delivery.
- b. Offer professional advice for stain removal.
- c. Pay labor and replacement parts necessary to clean or repair the covered furniture piece(s) due to accidental stains or damage from normal household use occurring within the term of this agreement. We will go out and spot clean a specific stain, but we do not professionally clean an entire piece.
- d. Replace the affected portion of the fabric or leather if an authorized service provider cannot remove a stain or repair the affected area. If the fabric or leather is not available, BlvdHome will, at their discretion, replace the furniture piece(s) with one equal to the original purchase price of the damaged or stained piece.

This agreement applies only to new residential use furniture purchased from BlvdHome. The purchaser shall reasonably cooperate with BlvdHome in its efforts to perform its obligations under this agreement.

**Covered Stains and damage:** Any food and beverages normally consumed by humans. Human and pet bodily fluids (except feces), and vomit. Accidental cuts, tears, or punctures. NOTE: No fabric or leather treatment can prevent general soiling and does not eliminate the need for routine care and maintenance of fabric or leather as recommended by the manufacturer.

**Obtaining service:** Call BlvdHome at 435-986-2915 for free professional stain removal instructions and/or to initiate a claim for professional cleaning of affected area or repair. You must report any stains or covered damage to BlvdHome within 5 days of the date the stain or damage occurred. Except for fabric care instructions, you must not attempt stain removal without first contacting BlvdHome.

**Time and place of Service:** Service will be provided during the hours of 8:00am to 4:00pm local time Monday through Friday excluding holidays. On-site service will be provided at your residence within BlvdHome’s authorized delivery area.

If your residence is located outside BlvdHome's local delivery area, you will be responsible for payment of transportation costs to bring your furniture to BlvdHome's Distribution Center if repair service is needed.

## LIMITATIONS OF COVERAGE:

This agreement does not cover the following items:

- Normal soiling from everyday wear and tear. (Soiling is defined as gradual build up resulting from body oils, perspiration).
- Dust, dirt, hair or smoke not attributed to a single occurrence.
- Stains resulting from anything other than household foods, beverages or human/pet bodily fluids.
- Substances which damage, destroy, singe, leave odor, or change the color of the fabric or leather such as: dye, ink, adhesives, markers, gum, nail polish, paint, acids, smoke, chemicals, corrosives, bleach.
- Surface scratches, flaws or fading in fabric or leather. Neglect, abuse, animal damage, misuse or failure to comply with manufacturer's instructions.

*Note: Where covered furniture has been stained by household pet's urine, bodily fluids or excretions, limit of liability will only be normal cleaning costs of stained area. Where a piece of leather furniture is damaged by puncture, rips, cuts or tears, liability will only extend to the best possible repair of damaged area. Topical treatments may adversely impact the effectiveness of the original protection. This agreement excludes any claim or liability for defects or damage caused by such topical treatment. Upholstered fabrics should be kept out of direct sunlight.*

## EXCLUSIONS UNDER THIS AGREEMENT

The cost of repairs or cleaning carried out by anyone other than an authorized BlvdHome service provider. Service provider trip costs for missing a scheduled appointment. Use in a non-residential environment, or in transit or in storage. Damage caused by improper cleaning or stain removal methods. Seams that crack or split. Fading due to sunlight exposure. Damage caused by lightning, wind, flood, earthquake or other natural disaster. Damage caused by an act of violence, vandalism, theft, explosion, smoking or alterations. Replacement of matching furniture pieces to a set. Losses covered by an insurance policy. Items deemed to have expired their useful existence due to neglect or abuse within the term of the agreement. Routine cleaning, care and maintenance of fabric or leather that are soiled through daily use.

**Fabrics & Leathers not covered:** Denim, "X" cleaning coded fabrics, non-colorfast fabrics, Haitian cotton, any unprotected animal skin, Nubuck, ultra suede, flax, and velveteen.

**Coverage Term:** 5 years from date of purchase. Coverage term is inclusive of any manufacturer's warranty period. Parts and on-site service already covered under the original warranty will be provided under that warranty and no liability shall be established here under if covered by an original manufacturer's warranty.

**Cancellation:** BlvdHome reserves the right to terminate this agreement for non-payment of BlvdHome Fabric and Leather Protection (FLP). If the purchase was made on a BlvdHome revolving charge account, the account must be in good standing for this agreement to be valid. Upon replacement or monetary settlement, there is no longer any contractual obligation under this agreement for the affected item. A one-time replacement of a furniture piece constitutes complete usage of this agreement for the item. An item provided as a replacement under this agreement will not be covered by this agreement. It is eligible for purchase of BlvdHome Fabric and Leather Protection (FLP) for the new product.

**State Variations:** Certain states have specific conditions. Any provision within this agreement which conflicts with state laws where you purchased this agreement will be extended to meet state legislation.

**Purchaser Records:** You must provide the original sales receipt or other proof of purchase as a condition for receiving service under this agreement. YOUR ORIGINAL PURCHASE RECEIPT SHOULD BE KEPT WITH THIS AGREEMENT IN A SAFE PLACE.

**This is not an insurance policy:** Obligations under this agreement are guaranteed by BlvdHome, 390 North Mall Dr., St. George, UT 84790.

**Entire Agreement:** This is the entire agreement and no other oral modifications are valid.

**Limitation Of Liability:** BlvdHome, their employees, agents, contractors or licensees will not under any circumstances be liable for any incidental or to, property damage, lost time from delays in service or the inability to render service on any covered product. There are no express or implied warranties made herein.