



MAT 1234567

10 Year Protection

Consumer Name			Retail Furniture Store		
Address			Address		
City	State	Zip	City	State	Zip
Daytime Phone:		Evening Phone:	Phone:		Fax:
Date of Purchase			Retail Purchase Price		

Mattress Purchased	Delivery Date	Invoice Number

The "Furniture Care Protection Agreement" (hereinafter the "Agreement") is effective for ten (10) years from the date the consumer(s) shown on the original receipt (hereinafter the "Consumer") takes delivery. Furniture Care Protection (FCP) (Guarantor) offers an Agreement that the mattress protector distributed by FCP is designed to protect against staining and allergens subject to the terms and conditions set forth herein. This Protection Plan is not a cleaning or maintenance contract, insurance policy, or your original manufacturer warranty. This plan is only valid for a new mattress that was purchased at the same time as a mattress protector and appears on the sales receipt as such.

HOW THE LIMITED AGREEMENT WORKS

This Agreement is for residential use only and offers full replacement for both the mattress protector and new mattress, when purchased together on the same invoice, in the event of a qualified claim. If the mattress is not maintained as required by the manufacturer warranty or Consumer does not leverage the mattress protector as required, this Agreement becomes void. This Agreement applies to the original owner of the mattress and mattress protector, when properly applied and cared for, within ten (10) years from the date of purchase, becomes accidentally and permanently stained or damaged from food or beverage normally consumed by humans and human or pet bodily fluids (except as specifically disallowed-see "This agreement does not cover or apply to" section). The Mattress Protector is designed for better sleep and protection from one-time accidents. Important Notes:

- Children in diapers, potty-training and those with bed-wetting tendencies require extra protective support. Repeated and multiple stains will void this Agreement.
- Medical issues, including incontinence, are considered chronic and not accidental. Repeated and multiple stains will void this Agreement.

TO QUALIFY FOR THIS LIMITED AGREEMENT, THE CONSUMER MUST:

1. Have their newly purchased mattress delivered stain, damage, and soil-free from the authorized dealer. The consumer should then cover the mattress with the new mattress protector correctly and completely.
2. If an accidental spill occurs, immediately blot up excess liquid, then wash and dry the Mattress Protector according to the care label instructions provided.
3. Should a stain persist after laundering, contact the FCP Customer Service center using our toll free number 888-705-4001 or e-mail claims@furniturecareprotection.com within 5 days of the stain or damage occurs. To qualify for a covered claim, the consumer must provide the original sales receipt or other proof of purchase acceptable to FCP Customer Service.
4. Should your new Mattress, purchased at the same time as the Mattress Protector and with the Mattress Protector properly in use and cared for, become accidentally stained during the Agreement period, FCP Customer Service will have the stained area cleaned and sanitized by an authorized technician at no charge to the consumer.
5. If the technician is unable to remove the stain, FCP Customer Service may replace the mattress. If the mattress is not available, the original owner may select a new replacement mattress equal in value to the original purchase price from the original retailer from whom this Agreement was purchased. Delivery, any tax or set-up arrangements, as well as transportation and disposal charges are the responsibility of the consumer and/or the selling retailer. FCP Customer Service cannot guarantee ticking or dye lot match for replacements.

The Consumer shall reasonably cooperate with FCP Customer Service in its efforts to perform its obligations under this Agreement, including providing access to the mattress within ten (10) days for cleaning. Failure to comply with these requirements will void this Agreement.

Replacement of the mattress is limited to one (1) mattress during the life of the Agreement. Replacement of the mattress fulfills all terms and conditions of this Agreement. In the event that the mattress cannot be cleaned due to the mattress manufacturer's conditions, the consumer may be given the option of a full refund of the retail purchase of this mattress protector, in lieu of replacement, should the owner decide to keep the original mattress in its present condition. NOTE: If the original retail establishment is not available to provide the replacement mattress, FCP's Customer Service's liability will be limited to a refund of the purchase of this Agreement per the stated cost on the original retail invoice.

OUR PERFORMANCE AGREEMENT

Should your Mattress Protector be defective due to manufacturing/construction failure during the Agreement period, FCP Customer Service will replace the mattress protector. Replacement of the Mattress Protector is limited to two (2) mattress protectors during life of the Agreement.

THIS AGREEMENT DOES NOT COVER OR APPLY TO:

1. Medical issues, incontinence, and repeated or multiple stains or multiple locations of stains from both humans and pets.
2. Substances such as dyes, inks, paints, dirt or other soil, gum, acids, corrosives, bleaches, nail polish, nail polish remover, medication including vitamins, cosmetics, and chemical hair treatments such as hair gel, hair spray, mousse and similar.
3. Odors, accumulated and/or long-term multiple unknown stains, any unknown stains, non-colorfast material, pet damage, stains caused by the build-up of perspiration, hair or body oil, and normal soiling from everyday use.
4. Mattresses in transit or storage.
5. Mattresses located outdoors or on patios or screened rooms where it may be directly or indirectly exposed to the elements (sun, rain, etc.).
6. Mattresses that have been purposely vandalized, torn or neglected.
7. Stains caused during, or as a result of, delivery, handling, set up or assembly.
8. Box springs, carpet or flooring due to any substance that may run off of the mattress.
9. Mattresses used in settings other than household/residential.
10. Defective manufacturing of mattress, floor sample, "as is" or pre-owned mattresses, pre-existing conditions or improper installation.
11. Damage caused by acts of God (including but not limited to: flood, fire, hurricane, tornado, burst pipes).
12. Property, structural or casualty damage of any kind, mattress protectors and mattresses that have been mishandled, abused, physically compromised by rips, tears, cuts or animal damage, or damage-as a result of illegal activity.
13. Damage caused by improper cleaning methods or improper cleaning materials are also excluded.

ALL FABRICS ARE SUBJECT TO GENERAL SOILING and this Agreement does not eliminate the need for routine care and washing of the mattress protector. This Agreement covers isolated stain removal only and not general soiling. General soiling is defined as gradual buildup of dirt, dust, body oils, and perspiration, which cannot be attributed to a single occurrence. Follow the cleaning instructions to keep this warranty in effect. This mattress protector is machine washable in warm water and can be dried on medium heat. During the drying cycle, you may have to reposition the protector several times to avoid scorching. Any common household detergents and pre-wash stain removers can be used. Between machine washings, the mattress protector can be cleaned without removing from mattress or pillows by brushing or vacuuming. FCP recommends laundering the mattress protector once a month to avoid buildup of hair and body oils. DO NOT attempt to clean your mattress or remove stains with household cleaners as this will void the mattress warranty. Ironing, dry cleaning, or using cleaners containing solvents or bleaches compromises the fabric's waterproof properties and will void the warranties for both the mattress and the mattress protector.

IMPORTANT INFORMATION

This Agreement pertains to the performance of FCP mattress protector and does not supersede any warranty provided by the manufacturer of the mattress. The Agreement is not cancelable, not renewable or transferable, only the Consumer listed above is eligible for coverage. FCP reserves the right to revise the Agreement it offers from time to time. FCP's failure to exercise certain rights under the Agreement does not waive those rights. Technicians referred to in this Agreement may be independent contractors of FCP's and may not be employees of FCP. FCP assumes no responsibility for statements of claims made by the technicians, or anyone other than FCP employees. FCP assumes no liability, incidental to, or in connection with, services provided by its independent contractors. Any provision contained herein which is found to be contrary to state or local laws shall be deemed null and void and the remaining provisions shall continue in full force and effect.

Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver." Class Action Waiver: Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

(Guarantor) **Furniture Care Protection, 609 S. Kelly Ave, Suite E-8, Edmond, OK 73003**
(Claims processing) **888-705-4001** claims@furniturecareprotection.com