



STATE OF FLORIDA YAMAHA EXTENDED SERVICE RENEWAL CONTRACT YAMAHA WATERCRAFT

ADMINISTERED in Florida by: Automotive Warranty Services of Florida, Inc.

PLEASE READ THIS RENEWAL CONTRACT CAREFULLY. IT CONTAINS THE ENTIRE AGREEMENT BETWEEN AUTOMOTIVE WARRANTY SERVICES OF FLORIDA, INC. AND YOU. THIS RENEWAL CONTRACT TAKES THE PLACE OF ANY OTHER WRITTEN OR ORAL STATEMENTS MADE TO YOU ABOUT YOUR COVERAGE UNDER THIS RENEWAL CONTRACT. THIS RENEWAL CONTRACT IS NOT AN INSURANCE POLICY. AUTOMOTIVE WARRANTY SERVICES OF FLORIDA, INC. DOES NOT AUTHORIZE ANYONE TO CREATE FOR IT ANY OBLIGATION THAT IS NOT CONTAINED IN THIS RENEWAL CONTRACT.

DEFINITIONS

Definitions of key words used in this renewal contract (key words appear in **bold** type):

We, us and our: Automotive Warranty Services of Florida, Inc.

Yamaha and Genuine Yamaha: Yamaha Motor Corporation, U.S.A.

Y.E.S. Renewal Contract: this Yamaha Extended Service Renewal Contract which includes **your** name and the information about **your Yamaha vehicle**.

Original Y.E.S. Contract: the Yamaha Extended Service Contract provided to the **customer** on the **vehicle** listed in the **Declarations** whose term is set to expire the day this **Y.E.S. Renewal Contract** becomes effective, which includes **your** name and the information about **your Yamaha vehicle**.

Declarations: the portion of the **Y.E.S. Renewal Contract** with information about the **customer** and the **covered vehicle**.

Customer, you, or your: the owner of record of the **vehicle** shown in the **Declarations** registered with **Yamaha**.

Storage: following the procedures outlined in the owner's manual for the **covered vehicle** under the section entitled "STORAGE."

Covered vehicle, vehicle, or your vehicle: the Watercraft shown in the **Declarations**.

Yamaha Dealer: the authorized **Yamaha Dealer** who sold **you** this **Y.E.S. Renewal Contract**, or another franchised **Yamaha Dealer** who is authorized to repair the **covered vehicle**. For the name of the nearest participating **Yamaha Dealer**, call 1-714-761-7632.

New vehicle(s): a **vehicle** with a **Yamaha Limited Warranty** in effect at the time of **Original Y.E.S. Contract** sale. Refer to the Warranty Statement that came with **your** purchase.

Used vehicle(s): a **vehicle** sold by the **Yamaha Dealer** for which the **Yamaha Limited Warranty** was expired on the date of **Original Y.E.S. Contract** purchase and which met specific eligibility requirements.

Limited Warranty: is the warranty which came with the **vehicle** from **Yamaha** at no charge to the **customer**.

Hull and Deck Limited Warranty: (Yamaha Boats) the five (5) year warranty on the hull and deck of a new Yamaha Boat which came with the **vehicle** from **Yamaha** at no charge to the **customer**.

Yamaha Boat Components Limited Warranty: the one (1) year warranty on everything except the hull and deck of a new Yamaha Boat which came with the **vehicle** from **Yamaha** at no charge to the **customer**.

Pre-Existing Condition(s): defects on **vehicles** which were present on the purchase date of the **Y.E.S. Renewal Contract**.

Breakdown or mechanical breakdown: the breakage or failure of a covered part caused by a defect or faulty workmanship from the manufacturer, making that covered part incapable of performing the function for which it was designed. The **covered vehicle** will be covered only for **mechanical breakdown(s)** which occur(s) in the United States. **Breakdown or mechanical breakdown** does not include the gradual reduction in operating performance caused by wear and tear where a failure has not occurred.

GENERAL PROVISIONS

This **Y.E.S. Renewal Contract** governs a specific agreement between AUTOMOTIVE WARRANTY SERVICES OF FLORIDA, INC. and the **customer** which is applicable exclusively to the **covered vehicle**. AUTOMOTIVE WARRANTY SERVICES OF FLORIDA, INC. will, without cost to the **customer**, and subject to the conditions and exclusions of this **Y.E.S. Renewal Contract**, repair or replace parts damaged as a result of a **mechanical breakdown** when the **covered vehicle** is made available for repairs at a **Yamaha Dealer**. At **Yamaha's** discretion, replacement parts used in covered repairs will be **Genuine Yamaha new, Genuine Yamaha remanufactured or parts of like kind and quality**.

CUSTOMER'S RESPONSIBILITY

Your Responsibility under this **Y.E.S. Renewal Contract** shall be to:

- Operate and maintain the **covered vehicle** as specified in the appropriate owner's manual.
- Give notice to a **Yamaha Dealer** of any and all apparent defects within ten (10) days after discovery, and make the **covered vehicle** available at that time for inspection and repairs at such **Yamaha Dealer's** place of business.
- The **customer** must either (a) use the maintenance log provided with the **Y.E.S. Renewal Contract** and have it verified by the **Yamaha Dealer** that performs the services or repairs; or (b) the **customer**, must keep receipts and other records that show the dates, elapsed hours of use (if applicable), costs, services and repairs performed (including **storage**).

- The **customer** must follow **Yamaha** guidelines for the quality and type of fuel, oil and lubricants used. Failure to follow guidelines in the appropriate owner's manual will result in denial of certain claims.
- Follow the guidelines on **storage** of the **vehicle**. Failure to properly store **your vehicle** may result in denial of engine related **mechanical breakdown** claims.

LIMIT OF LIABILITY

AUTOMOTIVE WARRANTY SERVICES OF FLORIDA, INC.'s liability under the **Y.E.S. Renewal Contract** shall not exceed the actual cash value of the **covered vehicle** at the time of **mechanical breakdown** as determined by standard manuals for establishing **vehicle** value. **THE TOTAL OF ALL CLAIMS PAID DURING THE TERM OF THE Y.E.S. RENEWAL CONTRACT SHALL IN NO EVENT EXCEED 50% OF THE ORIGINAL MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP) OF THE VEHICLE OR \$10,000.00, WHICHEVER IS LESS.**

TRANSFER RIGHTS

This **Y.E.S. Renewal Contract** is transferable. To transfer the **Y.E.S. Renewal Contract** from you to the subsequent owner, it is required that a transfer of registration and inspection be performed by a **Yamaha Dealer**. This transfer of registration must take place within thirty (30) days of ownership change. At the time of transfer of registration, you will be required to provide all required maintenance receipts or the properly completed maintenance log to the new owner. There is no transfer fee to transfer this **Y.E.S. Renewal Contract**. For Transfer procedures, contact the **Yamaha Dealer** who sold you this **Y.E.S. Renewal Contract** or **Automotive Warranty Services of Florida, Inc.**

THE TERM OF THE Y.E.S. RENEWAL CONTRACT

The term of the **Y.E.S. Renewal Contract** for **your Yamaha vehicle** is the number of months of **Y.E.S. Renewal Contract** coverage purchased and begins on the day **your Original Y.E.S. Contract** coverage expires. The **Y.E.S. Renewal Contract** term expires on the date shown in the **Declarations**.

COVERAGE

During the term of the **Y.E.S. Renewal Contract**, any **Yamaha Dealer** will provide at no cost to you:

- Repair or replacement of any part determined to be defective by AUTOMOTIVE WARRANTY SERVICES OF FLORIDA, INC. as a result of a **mechanical breakdown** subject to the **General and Specific Exclusions** contained in this **Y.E.S. Renewal Contract**. All parts replaced under this **Y.E.S. Renewal Contract** become the property of the **Yamaha Dealer**.
- TRAVEL AND RECREATION INTERRUPTION PROTECTION (TRIP): In the event a **mechanical breakdown** occurs, reimbursement of up to two hundred and fifty dollars (\$250.00) per occurrence will be provided for reasonable, legitimate expenses incurred because of the **mechanical breakdown**, such as food, lodging, phone calls, replacement vehicle rental, or other transportation. THIS BENEFIT DOES NOT APPLY TO EXPENSES COVERED BY INSURANCE OR OTHER BENEFITS. To receive TRIP reimbursement the **customer** must submit valid receipts for eligible expenses to the **Yamaha Dealer** performing the repair of the **mechanical breakdown**.

GENERAL EXCLUSIONS

GENERAL EXCLUSIONS from this **Y.E.S. Renewal Contract** shall include any **mechanical breakdown** caused by: competition or racing use; installation of parts or accessories that are not of like kind and quality to **Genuine Yamaha** parts; abnormal strain, neglect, or abuse; lack of proper maintenance, including **storage**; accident or collision damage; contact with foreign materials or submersion; damage due to growth of marine organisms on surfaces; damage due to improper transportation; damage due to rust or corrosion; modification to original parts.

SPECIFIC EXCLUSIONS

THIS Y.E.S. RENEWAL CONTRACT DOES NOT COVER:

- NORMAL WEAR AND TEAR ITEMS. Some examples are: cables, hoses, fuses, spark plugs, batteries, replacement filters, light bulbs, impeller, impeller liner and intake grille, mats, bumpers, body seals or gaskets, anodes, control cables, and fluids not required in conjunction with repairing a **mechanical breakdown**.
- Mechanical breakdown** caused by improper **storage**. The **customer** must have proof that proper **storage** procedures have been completed if requested by **Yamaha** in relation to a specific **mechanical breakdown**.
- If a particular **mechanical breakdown** is caused by operation or maintenance other than as shown in the applicable owner's manual, that **mechanical breakdown** will not be covered by this **Y.E.S. Renewal Contract**.
- APPEARANCE-RELATED DAMAGE such as scratches, nicks, dents, fading paint and trim, tears, corrosion, and gel coat stress cracks, and growth of marine organisms on surfaces.
- AUDIO COMPONENTS.
- Mechanical breakdown(s)** while the **vehicle** is under the **Yamaha Limited Warranty, Hull and Deck Limited Warranty, Yamaha Boat Components Limited Warranty**, or the **Original Y.E.S. Contract** term, or when the component is covered by a manufacturer's modification or recall program.
- For Yamaha Boats: the hull and deck on **your new vehicle** are covered by the **Limited Warranty** for a period of five (5) years. The **Y.E.S. Renewal Contract** does not provide coverage for the hull and deck.
- Damage from theft, fire, freezing, vandalism, riot, explosion, flood, hail, lightning, earthquake, windstorm, water and collision.
- Mechanical breakdown** or damage to ANY COMPONENTS caused by water, sand and/or corrosion, or impact with underwater object.
- Loss which occurs due to failure to maintain proper fluid and/or lubricant levels as specified by **Yamaha** or due to improper oil/gas mixture ratios.

- Damage due to alteration, modification or use of the **covered vehicle** not recommended by **Yamaha**.
- Damage due to failure of "non-stock" or modified parts.
- Vehicles** used for *commercial* purposes. Examples of commercial use are: rental, delivery, hauling for hire, police, harbor patrol, or emergency services. If a **vehicle** will be used to make a profit, it is considered commercial usage.
- ADJUSTMENTS, TUNE-UPS, MAINTENANCE, PARTS OR LABOR NOT REQUIRED TO REPAIR A **MECHANICAL BREAKDOWN** OR FLUIDS NOT REQUIRED IN CONJUNCTION WITH REPAIRING A **MECHANICAL BREAKDOWN**.
- INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND INCLUDING LOSS OF USE.
- Failure to show proof of servicing may result in the denial of coverage.
- THIS RENEWAL SERVICE CONTRACT DOES NOT COVER REPAIR OR REPLACEMENT OF PISTONS AND/OR RINGS TO IMPROVE ENGINE COMPRESSION WHEN A **MECHANICAL BREAKDOWN** HAS NOT OCCURRED. LOSS OF ENGINE COMPRESSION IS NORMAL WEAR AND TEAR.
- SEALS AND GASKETS ARE NOT COVERED UNLESS THEY ARE REQUIRED TO REPAIR A **MECHANICAL BREAKDOWN** OF A PART OTHER THAN THE SEAL AND/OR GASKET.
- Pre-existing Conditions**.
- Used vehicle(s)**.

CLAIM PROCEDURE

In the event of a **mechanical breakdown**, the **customer** must follow these procedures:

Protect the **vehicle** to prevent further damage. Continued operation of the **vehicle** may result in damage that may not be covered by this **Y.E.S. Renewal Contract**. Return the **vehicle** within 10 days to the **Yamaha Dealer** who sold you this **Y.E.S. Renewal Contract**. If this is not possible, **you** can have the repairs done at another **Yamaha Dealer**. Provide the **Yamaha Dealer** with receipts for required maintenance or the validated maintenance log, if needed to authorize the repair.

When necessary, **you** will be required to authorize the **Yamaha Dealer** to tear down the **vehicle** for diagnostic evaluation. If there is not a **mechanical breakdown** covered by this **Y.E.S. Renewal Contract**, **you** are responsible for the COSTS OF DIAGNOSIS AND TEARDOWN.

NOTE: Be sure to have **your Y.E.S. Renewal Contract** and **your** maintenance records returned to **you**. Give the **Yamaha Dealer** your receipts for T.R.I.P. (if applicable) in order to be reimbursed.

FOR CLAIM SERVICE CALL:

Your nearest **Yamaha Dealer** or **Yamaha** (800) 962-7926.

CANCELLATION

Cancellation By The Customer

You may cancel this **Y.E.S. Renewal Contract** at any time. To cancel, **you** must mail this **Y.E.S. Renewal Contract** or provide written notice to the **Yamaha Dealer** who sold **you** this **Y.E.S. Renewal Contract** or to Automotive Warranty Services of Florida, Inc. If **you** cancel this **Y.E.S. Renewal Contract** within the first sixty (60) days, **you** will receive a one hundred percent (100%) refund of the **Y.E.S. Renewal Contract** purchase price less any claims paid on the **Y.E.S. Renewal Contract**. If **you** cancel this **Y.E.S. Renewal Contract** after sixty (60) days, a pro-rata refund will be made based upon the time used, less an administrative fee of twenty-five dollars (\$25.00) or ten percent (10%) whichever is less. All refunds will be paid to **you** or to the lienholder, if applicable, by the **Yamaha Dealer** who sold **you** this **Y.E.S. Renewal Contract**.

Cancellation By Us

We may cancel this **Y.E.S. Renewal Contract** for any reason within the first sixty (60) days. After sixty (60) days, **we** may cancel this **Y.E.S. Renewal Contract**:

- if there has been a material misrepresentation or fraud at the time of sale of this **Y.E.S. Renewal Contract**;
- if the hour meter has been tampered with;
- if **you** have failed to maintain **your vehicle** as prescribed by the manufacturer;
- if **you** do not pay the **Y.E.S. Renewal Contract** charge.

If **we** cancel this **Y.E.S. Renewal Contract**, **you** will receive one hundred percent (100%) of the paid unearned pro-rata premium. All refunds will be paid to **you** or to the lienholder by the **Yamaha Dealer** who sold **you** this **Y.E.S. Renewal Contract**.

If this **Y.E.S. Renewal Contract** is financed, and **your vehicle** is a total loss or is repossessed, **you** authorize **your** lienholder to cancel this **Y.E.S. Renewal Contract** through **your Yamaha Dealer** to receive the refund.

ADMINISTERED BY:
AUTOMOTIVE WARRANTY SERVICES OF FLORIDA, INC.
175 W. Jackson Blvd.
Chicago, Illinois 60604
(866) 937-3983

TO REACH YAMAHA DIRECTLY:
(800) 962-7926

Yamaha Motor Corporation, U.S.A.
Attn: Y.E.S.
6555 Katella Ave.
Cypress, CA 90630

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LICENSE #60023