



STATE OF FLORIDA
YAMAHA EXTENDED SERVICE RENEWAL CONTRACT
YAMAHA MOTORCYCLE/SCOOTER
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 Motorcycle or Scooter 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.

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:

1. Operate and maintain the covered vehicle as specified in the appropriate owner's manual.
2. 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.
3. 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, mileage, elapsed hours of use (if applicable), costs, services and repairs performed (including storage).
4. 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.
5. 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:

1. 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**.
2. TOWING REIMBURSEMENT: In the event of a **mechanical breakdown**, a **towing reimbursement** of up to fifty dollars (\$50.00) per occurrence will be provided if TOWING IS NOT COVERED BY OTHER INSURANCE OR "MOTOR CLUB" BENEFIT. To receive **towing reimbursement**, the customer must submit valid receipts for the towing expense to the **Yamaha Dealer** performing the repair of the **mechanical breakdown**.
3. 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 improper transportation; damage due to rust or corrosion; modification to original parts.

SPECIFIC EXCLUSIONS

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

1. NORMAL WEAR AND TEAR ITEMS. Some examples are: cables, hoses, fuses, spark plugs, batteries, replacement filters, light bulbs, anodes, control cables, tires, brake pads or shoes, brake rotors or drums, clutch plates, final drive chains/belts, final drive sprockets, and fluids not required in conjunction with repairing a **mechanical breakdown**.
2. **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**.
3. 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**.
4. APPEARANCE-RELATED DAMAGE such as scratches, nicks, dents, fading paint and trim, tears, corrosion.
5. AUDIO COMPONENTS.
6. **Mechanical breakdown(s)** while the vehicle is under the **Yamaha Limited Warranty**, the **Original Y.E.S. Contract** term, or when the component is covered by a manufacturer's modification or recall program.
7. Damage from theft, fire, freezing, vandalism, riot, explosion, flood, hail, lightning, earthquake, windstorm, water and collision.
8. **Mechanical breakdown** or damage to ANY COMPONENTS caused by water, sand and/or corrosion, or impact with underwater object.
9. 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.
10. FAILURE OF FINAL DRIVE CHAINS/BELTS OR SPROCKETS, DAMAGE DUE TO FINAL DRIVE CHAIN/BELT BREAKAGE.
11. Damage due to alteration, modification or use of the covered vehicle not recommended by **Yamaha**.
12. Damage due to failure of "non-stock" or modified parts.

13. **Vehicles** used for commercial purposes. Examples of commercial use are: rental, delivery, hauling for hire, police, or emergency services. If a vehicle will be used to make a profit, it is considered commercial usage.
14. 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**.
15. INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND INCLUDING LOSS OF USE.
16. Failure to show proof of servicing may result in the denial of coverage.
17. 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.
18. 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.
19. **Pre-existing Conditions**.
20. **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 pro-void 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 CALL:
(800) 962-7926

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

9/18/12

LICENSE #60023