

**home service agreement**

**\$425 base price**

**Supreme Protection Included!  
Includes Roof Leak and Washer/Dryer for Buyer!**

**HomeTrust**  
WARRANTY

*Administered by:*

**2-10**  
Home Buyers Resale  
Warranty Corporation™

*Offered Exclusively by*

  
**LEADING  
REAL ESTATE  
COMPANIES™**  
*of THE WORLD*

**new buyer platinum plan**

**The best value in the industry!**

# limited home service agreement

To Enroll: Phone-in: 1.800.795.9595  
fax: 1.800.331.2699 ♦ www.hometrustedwarranty.com

## 1 property to be covered

Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

## 2 select your plan

- Single-Family (for homes under 5,000 sq. ft.)**
- \$425 seller & buyer coverage with \$100 trade fee
  - \$450 seller & buyer coverage with \$75 trade fee
  - \$475 seller & buyer coverage with \$50 trade fee
- Single-Family (for homes over 5,000 sq. ft.)**  
Call for quote 1.800.795.9595
- Condo/Townhome**
- \$430 seller & buyer coverage with \$75 trade fee
- Multi-Family Units** • buyer coverage with \$75 trade fee
- \$820 Duplex (Two Enrollments)
  - \$1,190 Triplex (Three Enrollments)
  - \$1,560 Fourplex (Four Enrollments)

plan cost \$

## 3 select seller options

- Seller Air Conditioning and Heat Pump ..... \$55

seller options \$

## 4 select buyer options

- Buyer Platinum** ..... \$100
- Swimming Pool/Spa Equipment ..... \$150
- Additional Pool/Spa Equipment ..... \$150
- Water Well Mechanical ..... \$45
- Septic System ..... \$45
- Enhanced HVAC** ..... \$75  
(Ductwork Modifications, Pads, Stands, Electrical Cutoff Switches)
- Water Softener ..... \$40

buyer options \$

total \$

THE ABOVE CHARGES FOR THE PRINCIPAL UNIT AND ADDITIONAL UNITS INCLUDE THE FULL AMOUNT OF ALL FEES, IF ANY, PAYABLE TO THE REAL ESTATE BROKER AND ITS AGENTS FOR PROCESSING, ADMINISTRATING AND ADVERTISING.

H71601

## 5 buyer & seller information

**Buyer's Name** \_\_\_\_\_  
Phone # \_\_\_\_\_ E-mail \_\_\_\_\_

**Seller's Name** \_\_\_\_\_  
Phone # \_\_\_\_\_ E-mail \_\_\_\_\_

## 6 agent information

**Initiating Agent Information** Being Purchased by:  
 Seller's Agent  Buyer's Agent  Seller  Buyer  Other

Real Estate Firm \_\_\_\_\_  
Initiating Agent \_\_\_\_\_  
Phone # \_\_\_\_\_ E-mail \_\_\_\_\_

**Cooperating Agent Information**

Real Estate Firm \_\_\_\_\_  
Cooperating Agent \_\_\_\_\_  
Phone # \_\_\_\_\_ E-mail \_\_\_\_\_

**Closing Agency/Title Company**

Name \_\_\_\_\_ Fax # \_\_\_\_\_  
Address \_\_\_\_\_  
Closing Date \_\_\_\_\_ File # \_\_\_\_\_

## 7 sign

**Seller**, by signing below, acknowledges that he or she has read this Limited Service Agreement, including all terms and conditions. The seller hereby represents that known pre-existing defects have been declared and that all items for which coverage is provided are in satisfactory operating condition. Seller hereby agrees to purchase the warranty without exception unless the house fails to sell or is withdrawn from the market.

**Buyer**, by signing below, acknowledges that he or she has read this Limited Service Agreement, including all terms and conditions, and understands that the Service's obligation to perform hereunder is conditional upon the truth and accuracy of statements made in these declarations and upon full performance hereunder by the seller and buyer. **BOTH PARTIES AGREE THAT THE OBLIGATIONS HEREUNDER FOR REPAIR OR SERVICE ARE SOLELY THOSE OF THE SERVICE AND NOT THE OBLIGATIONS OF ANY REAL ESTATE FIRM. PURCHASE OF THIS PLAN IS NOT MANDATORY AND MAY BE WAIVED.**

**Seller Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Buyer Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

WAIVER: After being made aware of this Limited Home Service Agreement and upon due consideration, the Seller(s) or Buyer(s) does not want to initiate the program on this property in conjunction with the purchase of the subject property.

**Seller Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Buyer Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

## 8 order

Plan #H71C Confirmation # \_\_\_\_\_

Make checks payable to:  
**Home Buyers Resale Warranty Corporation**  
**P.O. Box 712803, Cincinnati, OH 45271**

Agent phone in application: 1.800.795.9595 or fax: 1.800.331.2699  
or visit: www.hometrustedwarranty.com

**The Best Value in the Industry!**  
**The most protection**  
**at the best price!**

	seller*	buyer*	buyer platinum*
		\$425 Base Price \$100 Trade Fee	
		or	
		\$450 Base Price \$75 Trade Fee	
		or	
		\$475 Base Price \$50 Trade Fee	
	Seller plan may be enrolled at no cost with commitment to purchase any buyer plan at closing*		Upgrade your coverage for only \$100!
<b>Lack of Maintenance</b>	✓	✓	✓
Air Conditioning & Heat Pump	optional	✓	✓
Heating System and Ductwork	✓	✓	✓
Steam or Hot Water Heat Systems	✓	✓	✓
Geothermal Heat pump	✓	✓	✓
Plumbing Systems	✓	✓	✓
Plumbing Pipe Leaks	✓	✓	✓
Toilet Tank and Assembly Parts	✓	✓	✓
Drain Line Stoppages <b>including Roots</b>	✓	✓	✓
Permanently Installed Sump Pump	✓	✓	✓
Built-in Bathtub Whirlpool Motor & Pump	✓	✓	✓
Water Heaters (multiple units)	✓	✓	✓
Garage Door Openers (up to 3)	✓	✓	✓
Range · Oven · Cooktop	✓	✓	✓
Garbage Disposal	✓	✓	✓
Refrigerator	✓	✓	✓
Trash Compactor	✓	✓	✓
Built-in Microwave Oven	✓	✓	✓
Dishwasher	✓	✓	✓
Instant Hot Water Dispenser	✓	✓	✓
Electrical Wiring	✓	✓	✓
Fuse Panels & Circuit Breaker Panels	✓	✓	✓
Electrical Switches and Receptacles	✓	✓	✓
Fire & Burglar Alarms	✓	✓	✓
Doorbell System	✓	✓	✓
Central Vacuum System	✓	✓	✓
Telephone Wiring	✓	✓	✓
Attic, Ceiling & Exhaust Fans	✓	✓	✓
Clothes Washer & Dryer	✓	✓	✓
Roof Leak Repair	✓	✓	✓
Supreme Protection Plan	✓	✓	✓
<b>Improper Installation</b>			✓
<b>Permits up to \$250</b>			✓
<b>Haul Away/Disposal Fees</b>			✓
<b>Under Manufacturer's Warranty</b>			✓
<b>optional package available to seller only</b>			
Seller Air Conditioning and Heat Pump***	\$55	✓	✓
<b>optional package available to buyer only</b>			
Buyer Platinum**		\$100	
Swimming Pool/Spa Equipment		\$150	
Additional Pool/Spa Equipment		\$150	
Water Well Mechanical**		\$45	
Septic System**		\$45	
<b>Enhanced HVAC**</b> (Ductwork Modifications, Pads, Stands, Electrical Cutoff Switches)		\$75	
Water Softener		\$40	

**new coverage!**

**new buyer platinum option available**

- Improper installation
- Permits up to \$250
- Haul away/disposal fees
- Items under manufacturer's warranty



**valuable product features**

- Supreme Protection Included
- Undetectable pre-existing defects
- Drain line stoppages for roots
- Roof leak repair for buyer
- Washer and dryer for buyer
- Multiple HVAC systems
- Multiple hot water heaters
- Includes 13-SEER A/C equipment
- Enhanced HVAC Protection available for buyer



**obtaining service**

1. Before any work is performed, enter your claim at [www.hometrustedwarranty.com](http://www.hometrustedwarranty.com) or call us at **1-800-775-4736**. **We will not pay for any work without prior authorization.**
2. 24 hours a day, 7 days a week, even on holidays.
3. A contractor will be dispatched to evaluate your problem.
4. Pay the trade fee to the contractor when they arrive.
5. Upon authorization, the covered system or appliance will be repaired.



Administered by:



Home Buyers Resale Warranty Corporation™

\*Subject to the terms, conditions and limitations of this agreement.  
 \*\*30 day wait for buyer. \*\*\*Coverage only applies if option is purchased.

# equipment eligible for coverage

## coverage for buyer & seller

### PLUMBING

- Standard:**
- Leaks and breaks to water piping, waste lines and vent lines
  - Assembly parts within the toilet tank
  - Valves: shower, tub, diverter, risers, angle stops and gate valves
  - Pressure regulators
  - Clearing of stoppages with rotary machine up to standard cable length (clearing of same lines after 30 days has elapsed shall be considered a new claim and is subject to a new trade fee)
  - Permanently installed sump pumps (ground water only)
  - Built-in bathtub whirlpool motor and pump assemblies
  - Water heaters (multiple units)
    - Gas, electric or tankless
    - Tank leaks, control thermostat and thermocouple
    - Gas valves, temperature valve, pressure relief valve and drain valve
    - Heating elements
    - Loss arising as a result of sediment

#### Supreme Protection (Included for Buyer Only):

- Faucets and faucet handles (chrome builder's standard used when replacement is necessary)
- Shower heads and shower arms
- Hose bibbs
- Toilets of like quality up to \$600 per occurrence in the event of sediment/calcium build-up
- Toilet wax ring seals
- Hot or cold water delivery system using polybutylene plumbing up to \$1,000 per contract
- Corrections to code violations up to \$250 per contract

**Excluded:** Fixtures, filters, sewage ejector pumps, performing diagnosis with camera, shower enclosures, shower-base pans, caulking, grouting, lawn sprinklers, tile fields, leach beds, lift stations, any loss arising out of a condition of mineral or chemical deposits (except water heaters), water residue, or insufficient capacity, loss arising from porcelain chipping, cracking, dents or other externally caused physical damages. Water heaters: oil hot water tanks or oil storage tanks, water residue, insufficient capacity.

**Limitations:** Service for concealed/concrete-encased water drain, vent piping, ductwork, leaks and breaks in the plumbing system is limited to \$1,000 per contract.

### KITCHEN APPLIANCES

- Standard:**
- Range
  - Oven
  - Cooktop
  - Garbage Disposal
  - Trash Compactor
  - Refrigerator
  - Built-in Microwave
  - Dishwasher
  - Instant Hot Water Dispenser

#### Supreme Protection (Included for Buyer Only):

- Range/Oven/Cooktop: clocks, rotisseries, racks, handles, knobs and dials, interior lining, glass/ceramic cook tops, self cleaning mechanisms and latch assemblies
- Trash Compactor: lock and key assemblies and removable buckets
- Kitchen Refrigerator: ice makers, ice crushers, beverage dispensers and their respective equipment
- Built-in Microwave: interior lining, door assemblies/glass, clocks and shelves, turntable platforms and rollers
- Dishwasher: racks, baskets, and rollers, tub and inner liners, hinges, springs, latch assemblies and soap dispensers

**Excluded:** Appliances not located in the primary kitchen. Range/Oven/Cooktop: meat probe assemblies, sensi-heat burners will only be replaced with standard burners. Kitchen Refrigerator: multi-media center, racks, shelves, interior thermal shells, food spoilage and freezers which are not an integral part of the refrigerator. Built-in Microwave: portable or counter top units, meat probe assemblies, rotisseries.

**Limitations:** Built-in or sealed refrigeration units are limited to \$2,500 per contract. Any failure due to rust is not covered for the home seller or for the first 30 days after the close of sale for the homebuyer.

### GARAGE DOOR OPENERS

- Standard:** All components and parts for up to three units including:
- Switches
  - Capacitors
  - Motor
  - Push arm
  - Track assembly
  - Receiver unit
  - Carriage

#### Supreme Protection (Included for Buyer Only):

- Hinges
- Springs
- Remote sending units

**Excluded:** Garage doors

### ELECTRICAL

- Standard:**
- Electrical wiring
  - Fuse panels and circuit breaker panels
  - Switches and receptacles
  - Burglar alarm and fire alarm systems
  - Doorbell system
  - Central vacuum system
  - Telephone wiring
  - Attic, ceiling and exhaust fans

#### Supreme Protection (Included for Buyer Only):

- Lighting fixtures
- Corrections to code violations up to \$250 per contract

**Excluded:** Data wiring, meter boxes, central vacuum system ductwork and accessories, any wiring or other electrical items located outside the perimeter of the principal dwelling and attached garage, or any loss due to water seepage along service cable. Belts, shutters and filters for attic, ceiling and exhaust fans. Electronic or computerized energy management, lighting, or appliance management systems.

**Limitations:** Coverage for concealed wiring is limited to \$1,000 per incident.

### HEATING SYSTEM

- Standard:**
- Gas, electric, oil, gravity (centrally ducted only)
  - Steam or hot water heat systems
  - Geothermal
  - Multiple units
  - Ductwork
  - Thermostats
  - Interior gas lines
  - Permanently mounted wall units (if main source of heat to the home)

#### Supreme Protection (Included for Buyer Only):

- Registers
- Grills
- Electronic air filters and cleaners
- Built-in heat lamps
- Digital programmable thermostats

#### Enhanced HVAC Option (Buyer Only):

- Ductwork modification

**Excluded:** Coal or wood burning equipment, fireplaces, free-standing or portable heating units, fuel oil lines, fuel oil or propane gas storage tanks, chimneys, vents, outside or underground piping and components for geothermal and/or water source heat pumps, well pumps and well pump components for geothermal and/or water source heat pumps, electronic or computerized energy management systems, zone valves and zone controllers. Heat Pumps are only covered as part of the *Air Conditioning and Heat Pump* coverage.

**Limitations:** Steam or hot water heat system is \$1,500 per contract. Geothermal heat pump system is \$1,500 per contract. Coverage for concrete-encased or concealed ductwork is limited to \$1,000 per contract. Collapsed ductwork or any failure due to rust is not covered for the home seller or for the first 30 days after the close of sale for the homebuyer. The Enhanced HVAC Option is limited to \$1,000 per contract.

**Seller Limitations:** Cost to diagnose, repair and/or replace the system is limited to a total of \$1,500 maximum per contract. Collapsed ductwork or any failure due to rust is not covered.

# equipment eligible for coverage

## coverage for buyer/optional for seller

### AIR CONDITIONING AND HEAT PUMP

- Standard:**
- Centrally ducted refrigeration system (includes heat pump)
    - Condensing unit, compressor, liquid and suction line dryers
    - Motors, valves, coils
    - Leaks in refrigerant lines
    - Fuses, breakers, disconnect boxes and wiring
    - Clearing of condensate drain lines
  - Evaporative cooler
    - Pump, casing
    - Motor, belts and pulleys
    - Float-assembly
  - Built-in electric wall units
  - Multiple units
  - Thermostats
  - 13-SEER: For units below 13-SEER and when repair/replacement of failed covered equipment is not available at the current SEER rating, repair/replacement will be performed with the 13-SEER equipment, including equipment required to ensure compatibility with the working equipment.

### Supreme Protection (Included for Buyer Only):

- Filters, registers, grills, window units
- Electronic air filters or cleaners
- Refrigerant recovery
- Digital programmable thermostats

### Enhanced HVAC Option (Buyer Only):

- Ductwork modification
- Condensing unit pads and package unit pads
- Stands
- Electrical cutoff switches

**Excluded:** Free-standing room units and any type of gas unit including the ductwork associated with any gas units, filters, water towers, humidifiers, roof jacks, zone control systems, chillers, pre-coolers, outside or underground piping and components for geothermal and/or water source heat pumps, well pumps and well pump components for geothermal and/or water source heat pumps, electronic or computerized energy management systems.

**Limitations:** Geothermal heat pump system is limited to \$1,500 per contract. Coverage for concrete-encased or concealed ductwork is limited to \$1,000 per contract. Coverage for refrigerant lines is limited to \$500 per contract. Collapsed ductwork or any failure due to rust is not covered for the home seller or for the first 30 days after the close of sale for the homebuyer. The Enhanced HVAC Option is limited to \$1,000 per contract.

**Seller Limitations:** Cost to diagnose, repair and/or replace the system is limited to a total of \$1,500 maximum per contract. Collapsed ductwork or any failure due to rust is not covered.

## coverage for buyer only

### CLOTHES WASHER AND DRYER

- Standard:** All components and parts except those excluded.
- Excluded:** Plastic mini-tub, soap dispensers, filter screens, knobs, dials, venting, lint screen, and damage to clothing.
- Limitations:** Service is for one set per contract.

## ROOF LEAK REPAIR

**Standard:** Water leaks must occur in the roof located over the occupied living area (excluding garage), provided the leaks are the result of rain and/or normal wear and deterioration and the roof was watertight and in good condition at the time of close.

**Excluded:** Pre-existing leaks, gutters, chimneys, drain lines, roof-mounted installations, leaks in any deck or balcony, or leaks which result from or are caused by any of the following: missing and/or broken shingles or tiles, damage due to persons walking or standing on the roof, construction or repairs not performed in a workmanlike manner, failure to perform normal roof maintenance.

**Limitations:** Cost to diagnose, repair and/or replace the system is limited to a total of \$300 maximum per contract.

## optional coverage for buyer only

### WATER WELL MECHANICAL

**Standard:** All components and parts of well pump if utilized for primary dwelling.

**Excluded:** Well casings, pressure tanks, piping or electrical lines leading to or connecting pressure tank and primary dwelling, holding or storage tanks and re-drilling of well.

**Limitations:** Cost to diagnose, repair and/or replace the system is limited to a total of \$500 maximum per contract. COVERAGE BEGINS 30 DAYS FROM DATE OF CLOSING.

### SWIMMING POOL/SPA

**Standard:** All components and parts of the heating, pumping, pool-sweep motors and filtration system. A spa, including an exterior hot tub and whirlpool, is also covered along with a swimming pool if the units utilize common equipment.

**Excluded:** Pool sweeps, skimmers, lights, jets, liners, concrete-encased, underground electrical, plumbing or gas lines, cleaning equipment, structural defects, solar equipment, chlorinators and sanitizing system.

**Limitations:** Cost to diagnose, repair and/or replace the system is limited to a total of \$1,000 maximum per contract. Coverage is limited to one set of mechanical equipment per option purchased. Any failure due to rust is not covered for the first 30 days after the close of sale for the homebuyer.

### WATER SOFTENER

**Standard:** Domestic Water Softener.

**Excluded:** Conditions of insufficient or excessive water, water filters, and water purification systems.

### SEPTIC SYSTEM

- Standard:**
- Ejector pump from house to septic tank
  - Septic tank
  - Line from house to septic tank

**Excluded:** Lift stations, tile fields and leach beds, insufficient capacity, clean out.

**Limitations:** Cost to diagnose, repair and/or replace the system is limited to a total of \$500 maximum per contract. COVERAGE BEGINS 30 DAYS FROM DATE OF CLOSING.

## buyer platinum plan

- Standard:**
- Mismatched Equipment
  - Improper Installation
  - Permits up to \$250
  - Haul Away/Disposal Fees
  - Items under manufacturer's warranty

**Limitations:** This coverage applies only when the Buyer Platinum Plan is selected.

# terms & conditions

## A. Service

This Limited Service Agreement is intended to provide reasonable and affordable repair cost for the mechanical breakdown of covered Eligible Equipment in your home due to normal wear and tear. This Limited Service Agreement is not intended to replace responsibility for normal maintenance and minor repairs. This agreement does not cover everything and does not necessarily cover the entire cost of the repair. Please read the following carefully. This Limited Service Agreement describes what service is covered, what is not and how to obtain service. If you have any questions regarding what is covered under this Limited Service Agreement, or any other questions, call the toll-free number 1-800-775-4736. Subject to the limitations, terms and conditions, service applies only to the Eligible Equipment which:

1. is located within the perimeter of the main foundation of the principal residence located at the address shown and the attached garage, except exterior well pump, air conditioner, septic system and pool and/or spa equipment, are covered only if such option is selected;
2. has become inoperable due to normal wear and tear;
3. **is in place and in good and safe working order with no pre-existing defects at the beginning of the service period (Detectable pre-existing defects or deficiencies are not covered by this Limited Service Agreement. If on the effective date of this Limited Service Agreement, the defect or malfunction of the Eligible Equipment would not have been detectable by either visual inspection and/or simple mechanical test performed by a qualified service professional, the defect or malfunction will be serviced. For example, a simple test would be visual inspection of a heat exchanger for cracks or a carbon monoxide test);**
4. is specified as "covered" under Eligible Equipment. If a system or item is not specified as "covered," then it is not eligible for service; and
5. is owned or rented residential property under 5,000 square feet (for homes from 5,000 to 10,000 square feet additional premium is required) and not commercial property or residences being used for business purposes (Commercial or business purposes include, without limitation, bed and breakfasts, day care centers, group homes, fraternity/sorority houses, nursing/care homes, hair salons, churches and schools). Park model RVs, fifth wheels, motor homes, travel trailers and campers are not eligible for service.

## B. Service Period

Seller coverage for the listing period begins immediately upon notification of enrollment and continues up to 1 year, until close of sale, or until listing is cancelled, whichever occurs first. Buyer coverage begins at the close of sale and continues for one year from that date. Payment is due at close of sale and must be received within ten working days after close of sale in order for service coverage to be in force.

## C. Obtaining Service

1. **We will not pay for any services performed without our prior authorization.** Notice of the problem must be received by us during the service period.
2. When service is needed, call 1-800-775-4736, 24 hours a day, seven days a week or file your claim online at [www.hometrustwarranty.com](http://www.hometrustwarranty.com). We will contact an authorized independent service contractor within four hours during normal business hours and within 48 hours on weekends and holidays to assist in evaluating your problem. A reasonable effort will be made to expedite the service call in cases of emergency. We reserve the right to determine what constitutes an emergency. If you should request non-emergency service outside of normal business hours, you will be responsible for payment of additional fees including overtime.
3. If we do not have an authorized service contractor in your area, we will ask that you call your preferred service contractor and request that they evaluate your problem and call us for prior authorization to perform service. Your service provider must be licensed and insured and call us for prior approval before performing any repairs or replacements.
4. Once it is determined that service is covered, we will authorize repair or replacement of Eligible Equipment at our option.
5. You are obligated to pay the trade fee or the actual cost to repair/replace, whichever is less, for each separate trade call. A trade call means each visit by an authorized service contractor for a single trade (plumbing, electrical, appliances, heating and air conditioning and pools/spas). Multiple visits required to remedy the same problem requires only one trade fee. Your payments must be made prior to completion. We will not respond to a new request for service when any previous trade fee is outstanding. Failure to pay the trade fee will result in suspension of service until such time as the proper fee is paid. At that time, service coverage will be reinstated, but the service period will not be extended. Additional work performed by the independent service contractor at your request will be at your sole cost and risk.
6. An additional trade fee will be waived only when work performed should fail within a period of 30 days on labor and 90 days on parts.

## D. Payment of Claims

1. No claim forms are used, but we must give prior authorization of repairs or replacement before any work is performed.
2. In instances where the cost of completing a full repair or replacement exceeds a stated contract dollar limit, we will pay an amount equal to the contract dollar limit in lieu of providing repair or replacement services. Some or all of such a payment may be made to you and/or a service contractor. In all other instances:
  - a. We reserve the right to provide cash in lieu of repair or replacement services in an amount based on what the ordinary customer would expect to pay for parts and labor for covered items, an amount that is usually less than retail cost or your actual cost. We are not obliged to extend such an offer in any particular instance, and you are under no obligation to accept such an offer, in the event one has been extended. Such offers are typically made subject to restrictions.

## E. Limitations of Liability

1. We reserve the right to determine whether Eligible Equipment or its components will be repaired or

replaced. Replacement is based on "like-kind". For appliances and plumbing fixtures, this means we will replace, when replacement is authorized, with equal or better quality equipment. For heating and air conditioning equipment, "like-kind" indicates equal energy efficiency rating. For air conditioning equipment, this is the SEER rating. Except for 13-SEER coverage, we are not responsible or liable to upgrade equipment, components, or parts due to: (a) the incompatibility of the existing equipment with the replacement system or appliance or component or any part thereof; (b) any type of chemical or material utilized to run the replacement equipment including, but not limited to, differences in technology, refrigeration requirements, or efficiency; or (c) mandates by federal, state, or local governments. Mismatched equipment is covered under the Buyer Platinum Plan.

2. When replacement equipment of identical dimensions is not readily available, we are responsible for installation of like-quality equipment but not for the cost of construction or carpentry made necessary by different dimensions. We are not responsible for upgrades or matching color or brand.
3. We will not correct to bring into compliance, nor pay for corrections for violations of any building, fire, zoning code; other violations of local ordinances or state and federal laws or regulations. We are not responsible for the verification and/or diagnostic testing of ductwork, the sealing of ductwork, and associated repair costs.
4. We are not obligated to perform as agreed if required permits or approvals cannot be obtained. We are not liable for the costs of permits unless the buyer platinum plan is selected and we are liable only up to \$250 per occurrence.
5. We are not liable for incidental, indirect, special, punitive or consequential damages or for bodily/personal injury or property damage.
6. When it is necessary to open walls, floors, or ceilings to perform a covered service, we will restore surfaces to a rough finish only.
7. We are not responsible for the repair of any cosmetic defects, smells, noises or for the cost of cleaning any parts or equipment.
8. We are not liable for repair of conditions caused by misuse or abuse, missing parts, structural shifting, structural changes, fire, freezing, electrical failure, electrical surge, water damage, water failure, lightning, mud, earthquake, soil or foundation movement, storms, accidents, pest damage, mold, mildew, rot, fungus, war, terrorism, or acts of God.
9. We are not liable for failure to provide timely service due to conditions beyond our control; including but not limited to, delays in obtaining parts, equipment, weather delays or labor difficulties.
10. We will not undertake to remove any hazardous materials including asbestos; will not transport or store any hazardous materials; and will not undertake any repairs where there is environmental contamination or if such repairs would cause contamination. We are not liable for charges or fees to dispose of an appliance, system or component, including, but not limited to: condensating units, evaporator coils, compressors, capacitors, refrigerators, freezers, water heaters, and any system/appliance which contains dangerous or hazardous materials. Haul away fees are covered under the Buyer Platinum Plan.
11. We are not liable for repairs related to adequacy or capacity; manufacturer's recall; improper design; improper previous repair; or problems caused by alterations or modifications. We are not responsible for items still under the manufacturer's warranty or improperly installed unless the Buyer Platinum Plan is selected.
12. We are not responsible for repair or replacement of systems and appliances classified by the manufacturer as commercial. Heating and air conditioning systems over five tons are considered commercial.
13. The maximum aggregate liability for all claims is \$25,000.00.
14. We reserve the right to obtain an additional opinion at our expense.
15. You are responsible for additional charges to remove or install non-related equipment in order to make repairs.
16. You are responsible for cleaning and/or maintaining as specified by the equipment manufacturer.

## F. Lease-option Homes

Service coverage for a home subject to lease-purchase agreements is available for the lessee only.

## G. Condominiums and Multi-Family Units

1. If service coverage is for a duplex, triplex or fourplex dwelling and every unit is covered, then service will be provided for common systems and appliances.
2. Options available must be purchased for each unit.
3. If service coverage is for a unit within a building of five or more units, then only systems and appliances specific only to the unit named will be covered. Common grounds and facilities are excluded.

## H. Renewals and Transfer of Agreement

1. This Limited Service Agreement may be renewed at our option and where permitted by state law. In that event, you will be notified of the terms, conditions and rate of the offer.
2. If the covered home is sold during the term of this Service Agreement, you may transfer coverage by notifying us at 1-800-795-9595.

## I. Cancellation or Termination

*Alabama, Louisiana, Mississippi, Tennessee residents:* This agreement is non-cancelable by us, except for:

1. Fraud or material misrepresentation concerning any covered item or any other facts related to this Service Agreement.
2. Nonpayment of fees.
3. When the service period is during the listing period and close of sale does not occur or upon mutual agreement between you and us.
4. If this Service Agreement is canceled a pro rata refund of the purchase price of this Service Agreement will be refunded to the party purchasing the Agreement.
5. **MONEY BACK GUARANTEE** If you are not satisfied within the first thirty days of the service period, you may request cancellation in writing, and we will return the full purchase price to the party purchasing the Agreement.

## J. State Disclosures

This Limited Service Agreement is administered by Home Buyers Resale Warranty Corporation.

*Alabama residents:* Obligations of the provider under this Service Agreement are backed by the full faith and credit of the provider.

## K. Real & Personal Property

The price of the real property items and services is valued at 90% of the total contract price and the price of the personal property items and services is valued at 10% of the total contract price.