

Extended Protection Plan Agreement

For service or questions, call toll-free (877)654-9310 or visit myextendedplans.com.

This Extended Protection Plan ("Agreement") is between the provider, Home Warranty of the Midwest, Inc., (or, in Oklahoma only, First Home Warranty of the Midwest), P.O. Box 1, Rock Rapids, IA 51246, (877)654-9310 ("We", "Us", and "Our") and the named Agreement holder ("You" and "Your").

The Welcome Letter sent to You upon enrollment is incorporated into these terms and conditions. Purchase or registration of this Agreement implies consent to all Agreement terms and conditions.

Certain items and events are not covered by this Agreement. Please refer to the *Exclusions* section of this Agreement for details.

APPLIANCES ELIGIBLE FOR COVERAGE

Clothes Dryer
Clothes Washer
Dishwasher
Garage Door Opener
Garbage Disposal
Kitchen Refrigerator
Microwave
Range/Oven/Cooktop Stove
Water Heater
Water Softener
Wine Refrigerator/Beverage Cooler

COVERAGE REQUIREMENTS

1. **All covered systems and appliances must be in normal operating condition at the time coverage takes effect. Conditions determined to have existed prior to the coverage period or systems and appliances that never functioned properly during the period of warranty coverage are pre-existing conditions and are not eligible for coverage under this Agreement.**
2. Agreement covers only repairs resulting from normal wear and tear associated with normal usage of covered items.

COVERAGE

1. Agreement provides for repair (including parts and labor) or replacement on all items for which coverage has been purchased, subject to terms and limitations of this Agreement. Amount payable for the replacement or repair(s) will not exceed the original purchase price of a covered new appliance or coverage limit for used/pre-owned appliance (see table entitled *Coverage Limits per Agreement Period: Used/Pre-Owned Items*).
2. When You purchase Our Extended Protection Plan, the term of this Agreement begins upon the expiration or termination of the parts or labor portion of the manufacturer's warranty (whichever occurs first) for the covered item and continues for the period purchased. Any manufacturer's warranty still in effect after the start of this plan supersedes this Agreement.
3. We will determine, at Our sole discretion, whether a covered system or appliance will be repaired or replaced based on an approved repair cost. Items for which parts or technical information are not available due to government mandated restrictions or parts availability (other than non-

readable or missing make, model or serial numbers in which we provide no coverage) or items for which the repair exceeds replacement cost of the item will be deemed non-repairable. If the covered item is deemed unrepairable by Us, in-store credit to the retail partner for a replacement will be issued, or cash in lieu when in-store credit is not available. Failures to parts nonessential to the core function of the covered item are not covered.

4. This Agreement provides that following the expiration of the term of the covered item's manufacturer's warranty, and subject to Our Limits of Liability, after three (3) service repairs have been completed for the covered item for the same problem within a twelve-month (12) period, as determined by Us, in lieu of performing a fourth (4th) repair on the covered item, We may replace it with a product of like kind or similar capacity or efficiency, or issue a check or store credit to You in an amount not to exceed the remaining limit of liability. If We replace the covered item or issue a cash settlement of any kind, including a store credit, all Our obligations for the covered item under this Agreement terminate and will be considered fulfilled.
5. **We have sole discretion to choose service personnel and will not reimburse for work performed without our prior approval or by service personnel contacted directly by the customer unless directed to do so by Us.**
6. All requests for service not answered immediately will be acknowledged by Us within four (4) hours during normal working hours and forty-eight (48) hours on weekends and holidays. Agreement allows for You to contact Us and schedule service during normal business hours. You may elect to have after hours service performed at Your own discretion, but You will be responsible for any additional fees associated with expediting the service.
7. We reserve the right to have the repair or replacement performed with after-market, off-brand, remanufactured, or reconditioned parts.
8. All service requests must be submitted within thirty (30) days of original failure date. Notice of any malfunction must be given to Us prior to Agreement expiration with the initial service call scheduled within thirty (30) days and all approved work must be completed within sixty (60) days of Agreement expiration. We reserve the right to obtain a second (2nd) opinion.
9. There is no deductible for coverage on new appliances under this Agreement. **Optional coverage for used appliances is subject to a one-hundred-dollar (\$100) deductible per incident.** "Per incident" is defined as a single failure occurring within a single unit or location, requiring a single repair. If the repair is not covered by Us, the customer is responsible for the full cost of the service call. Failure to pay the deductible or any amount due to the servicer from You will result in suspension of coverage until the fee is paid, at which time coverage will then be reinstated with no extension of the original coverage period. In the event a repair performed under this Agreement fails within thirty (30) days following the repair, the Agreement provides for recall service without any additional deductible due.
10. To receive coverage for perishable items resulting from the failure of the covered refrigerator, the failure must be due to a defect in the components of the appliance (such as mechanical or electrical failure). **You will be reimbursed up to two hundred dollars (\$200) one (1) time during the coverage period.** To receive payment, the appliance must be repaired by an authorized service provider and the following must be submitted: a copy of the repair invoice, an itemized list of perishable food lost due to the lack of refrigeration, and proof of purchase of the replaced food as indicated on the list of food lost prior to the repair of the covered item. A list of lost food is required to be

submitted to Us within seventy-two (72) hours of the initial failure. Only food required to be refrigerated will be eligible for reimbursement.

11. Coverage for laundry expenses is covered only under NEW Extended Protection Plans. Laundry expenses are covered for the failure of Your washer or dryer only if they result from electrical or mechanical defects of the appliance, not a power failure. Your washer or dryer must have been out of service for seven (7) consecutive days and must be scheduled for repair by a technician authorized by Us. **The benefit is limited to fifty dollars (\$50) and limited to one (1) request per service contract.**

12. This Agreement provides power surge protection for your **new** appliance/covered item from the product date of purchase of the covered item in the absence of insurance coverage. If the **new** covered item is damaged as a result of a power surge, We will repair or replace the covered item in accordance with the terms herein. You may be required to submit proof of claim denial from Your insurer, if applicable. This Agreement does not cover power surge protection for used or pre-owned appliances/covered items.

COVERAGE LIMITS PER AGREEMENT PERIOD:
NEW ITEMS

Covered NEW Items		Aggregate Limit
Clothes Dryer	Microwave	Purchase price of the item(s), excluding sales tax paid.
Clothes Washer	Range/Oven/Cooktop Stove	
Dishwasher	Water Heater	
Garage Door Opener	Water Softener	
Garbage Disposal	Wine Refrigerator/Beverage	
Kitchen Refrigerator	Cooler	
COVERED: All parts and components except as noted as NOT COVERED.		
NOT COVERED: Cosmetic defects; any component or element not directly related to the item's core function.		

Coverage Limits per Agreement Period: Optional Used/Pre-Owned Items can be found on the next page.

COVERAGE LIMITS PER AGREEMENT
PERIOD: OPTIONAL USED/PRE-OWNED
ITEMS

Coverage for optional used items will have a sixty-day (60) waiting period before claims may be filed on those optional items. The maximum age limit for eligibility on used appliances is ten (10) years.

Covered USED/PRE-OWNED Items	Aggregate Limits per Term: Three-year (3) / Five-year (5)
Clothes Dryer	\$500 / \$600
COVERED: All parts and components except as noted as NOT COVERED. NOT COVERED: Venting; knobs and dials; and damage to clothing; or other parts not affecting the core operation.	
Clothes Washer	\$500 / \$600
COVERED: All components and parts except as noted as NOT COVERED. NOT COVERED: Failures due to stoppages; or other parts not affecting the core operation.	
Dishwasher	\$400 / \$500
COVERED: All components and parts including portable units in home at time of warranty inception. NOT COVERED: Cleaning or repair due to failure caused by foreign objects, door seals/gaskets; handles and knobs; soap/rinse aid dispenser; scale, rust, minerals and other deposits; or other parts not affecting the core operation. Rack replacement is at Our discretion.	
Garage Door Opener	\$275 / \$350
COVERED: Mechanical parts and components including drive chains or lead screws, motor, receiver board, relays, transmitters/remotes, switches and obstruction sensors. Coverage is only for openers located in garages attached to the primary residential structure or (if no attached garage) one (1) detached garage used as primary garage not located more than thirty (30) feet from the home. NOT COVERED: Batteries; damage caused by door malfunctions; door assemblies (including, but not limited to, door panels, tracks, rollers, hinges, cables, and springs); frequency interference; touch or keypads; reprogramming; failure caused by improper installation; and counterbalance mechanisms; or other parts not affecting the core operation.	
Microwave	\$250 / \$325
COVERED: All components and parts except as noted as NOT COVERED. NOT COVERED: interior linings; glass; shelves; handles; venting components; and meat probe assemblies or rotisseries; or other parts not affecting the core operation.	

If We replace the used/pre-owned covered item or issue a cash settlement of any kind, including a store credit, all of Our obligations for the covered item under this Agreement terminate and will be considered fulfilled.

Unless a part or item is specifically listed under the “COVERED” section for the particular item in the chart below, the item or part is not covered. We reserve the sole right to determine whether an appliance will be repaired or replaced and to limit the amount paid on any individual repair or replacement.

Covered USED/PRE-OWNED Items	Aggregate Limits per Term: Three-year (3) / Five-year (5)
Garbage Disposal	\$250 / \$325
COVERED: All components and parts except as noted as NOT COVERED. NOT COVERED: Failures due to stoppages; or other parts not affecting the core operation.	
Kitchen Refrigerator	\$800 / \$1,000
COVERED: All components and parts except as noted as NOT COVERED. NOT COVERED: ice crushers; beverage dispensers and associated parts; handles and knobs, door seals/gaskets, interior thermal shells or liners; food spoilage; drain heaters; inaccessible leaks/repairs; or other parts not affecting the core operation.	
Range/Oven/Cooktop Stove	\$500 / \$600
COVERED: All components and parts except as noted as NOT COVERED. NOT COVERED: Clocks (unless they affect the function of the oven); meat probe assemblies or rotisseries; racks; magnetic induction; door seals/gaskets; handles and knobs; convection function; venting; and glass; or other parts not affecting the core operation. Thermostatic controllers will only be replaced with standard controls.	
Water Heater	\$800 / \$1,000
COVERED: Main unit (including a tank, tankless, power vent unit, or indirect water heaters and components); exhaust blower assembly, water heater elements; gas control valves; and thermostats. NOT COVERED: Solar water heaters and components; thermal expansion or holding tanks; noises, odors, color or purity of water; flues and vents; insulation blanket; and failures due to sediment build-up; or other parts not affecting the core operation. Hot water dispensers are considered secondary water heaters and are not covered unless optional coverage is purchased.	
Water Softener	\$500 / \$600
COVERED: All parts and components except as noted as NOT COVERED. NOT COVERED: Rental units are not eligible for coverage; resin bed or resin replacement; or other parts not affecting the core operation.	
Wine Refrigerator or Beverage Cooler	\$300 / \$375
COVERED: All parts and components except as noted as NOT COVERED. NOT COVERED: Handles and knobs; door seals/gaskets; glass; interior thermal shells or liners; racks, hinges, shelves, glides, slides, food spoilage; and inaccessible refrigerant leaks/repairs; or other parts not affecting the core operation. If parts are not available, Our obligation is limited to cash in lieu of repair.	

EXCLUSIONS

1. Conditions resulting from Your negligence, acts of God, or situations beyond what We consider to be normal usage are not covered (including, but not limited to, abuse, pet/pest damage, theft, water, flood, fire, lightning, freezing, earth movement, wind, improper installation/alteration, lack of adequate power or water supply, blown fuses or tripped breakers, unplugged appliances). As stated in Coverages item 12, damages to used/pre-owned appliances resulting from power surges are not covered.
2. Service will not be performed on systems with hazardous/toxic materials or asbestos, nor does Agreement provide for any removal, disposal, or demanufacturing of an appliance or mechanical system or any costs associated with the removal, reclamation, or disposal of materials, chemicals, or fluids associated with repair or replacement of a mechanical system or appliance.
3. Any appliance outside the confines of the home is not covered.
4. Agreement covers only a single-family residential-use property. Appliances used for commercial or home business use (included, but not limited to, day care, beauty salon, catering) are not eligible for coverage.
5. Agreement does not cover any used/pre-owned appliance or system or part failure that is under a manufacturer's warranty, recall notice and/or service bulletin, or manufacturer's defect, nor any appliance or system whose manufacturer warranty has been voided.
6. You are expected to properly maintain, inspect, store, care for (including clean) and/or use Your item according to manufacturer's instructions. Agreement does not pay for repairs associated with failure to conduct routine maintenance (including, but not limited to, cleaning, lubricating, filter replacement). If Your item becomes damaged, You must take necessary steps to protect against any further damage. If further damage occurs as a direct result of not performing any of the foregoing, Your claim will be denied.
7. Cosmetic and non-operational repairs are not covered (including, but not limited to: noise, odor, corrosion, build-up of lime, scale, sediment or other chemical deposits, color or purity of water, clocks/timers, self-cleaning function or other parts not affecting the core operation of the item, loss of some optional functions, computerized monitoring equipment).
8. This Agreement is not an insurance policy and will not duplicate or substitute for coverage provided under any insurance policy.
9. Any removal, repair, or replacement of systems whose defect is caused by moisture is not covered (including, but not limited to, mildew, mold, rot, fungus, corrosion).
10. Consumable or expendable items are not covered (including, but not limited to, filters, light bulbs) except for food spoilage as outlined in the "Coverage Limits Per Agreement Period: New and Used/Pre-Owned Items" table.
11. Agreement does not cover any consequential or subsequent damages due to the failure of, or lack of timely repair or replacement of, an appliance, including, but not limited to: clothing damages; damages to persons, real property, personal property, or any other items (whether covered by this Agreement or not).
12. Removal or reconstruction of, or subsequent or incidental damage to, systems, appliances, units, or walls, floors, carpeting, tile, ceilings and the like necessary to make repairs is not covered.
13. Any appliance where You have failed or refused to provide a service company access to the item or its supporting systems is exempt from coverage.
14. This Agreement does not cover delays or failures to provide service caused by or related to any of the exclusions listed therein, shortages of labor or materials, or unwillingness of a servicer to perform service; verbal abuse; threat of legal action; or requests of the servicer to violate ethical standards or misrepresent the true nature of the diagnosis.
15. Any statement found to be fraudulently described or materially misrepresented may result in this Agreement's termination.
16. In the event that You request a service call and the technician finds no problem with the appliance or its parts; is unable to duplicate the issue, or We have determined that the problem found with the item or its parts is not covered under the terms and conditions of this Agreement, You will be responsible for paying the cost of the service call. This includes, but is not limited to, any charges for parts, labor, and mileage expenses incurred if applicable.

LIMITS OF LIABILITY

This Agreement contains the entire Agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous Agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

TRANSFER, CANCELLATION AND RENEWAL

1. **Transfer:** The Agreement is transferable to a new property address provided written notice is sent to us within ten (10) days of a move but remains tied to the original covered appliance. Item must operate normally after transfer/reinstallation/connection of power in order for transfer coverage to continue. This service plan is transferable from owner to owner without charge by submitting to Us a written request. To qualify for service, the new owner must provide the original invoice for the appliance, which indicates the serial number of the item, as well as a written letter confirming transfer of ownership.
2. **Cancellation by Us:** We reserve the right to change or cancel this Agreement upon thirty (30) days' written notice stating the reason for an effective date of cancellation mailed to Your last known address in Our records. In the event of material misrepresentation (including misrepresentation of equipment condition), or failure to pay, cancellation may be immediate and without notice unless otherwise stated below in "STATE-SPECIFIC AMENDMENTS." If We cancel this Agreement, We shall refund to You 100% of the unearned prorated purchase price based on months remaining on the Agreement, except for cancellation for nonpayment by You, in which case no refund will be provided. No cancellation fee shall be assessed if this Agreement is cancelled by Us unless otherwise stated below in "STATE-SPECIFIC AMENDMENTS."
3. **Cancellation by You:** You may cancel this Agreement at any time for any reason by submitting a written cancellation request to: Home Warranty of the Midwest, Inc., P.O. Box 1, Rock Rapids, IA 51246 or email Us at help@myextendedplans.com with Your Agreement number in the subject line. Cancellation becomes effective at the end of the current month of coverage:
 - a. If You cancel this Agreement within the first thirty (30) days from the date of purchase and no claims have been made, You are entitled to a refund of the full purchase price of the Agreement and no cancellation fee will be assessed unless otherwise stated below in "STATE-SPECIFIC AMENDMENTS." If You are entitled to a refund for such cancellation and such refund is not paid within forty-five (45) days, a penalty of ten percent (10%) of the purchase price shall be added to Your refund for each month such refund remains unpaid.
 - b. If You cancel this Agreement after thirty (30) days from the date of purchase or after a claim has been made, You are entitled to a prorated refund of the unearned purchase price based on months remaining on the Agreement, less the cost of claims paid and a cancellation fee of the lesser of fifty dollars (\$50) or ten percent (10%) of the purchase price, unless otherwise stated below in "STATE-SPECIFIC AMENDMENTS."
4. **Renewal:** Agreements are renewable at Our discretion and where permitted by law. We will notify You of renewal rate and Agreement terms if applicable. Plan renewals take effect from the expiration of the original Agreement period and are for a period of one (1) year. Any renewals effectuated after the expiration date of the Agreement will be subjected to a thirty-day (30) waiting period before coverage will resume.

5. **Email/Phone Consent:** You agree that We, or a third party acting on Our behalf, may contact You in the future by telephone, electronic mail, SMS/text messaging or U.S. mail regarding renewal of, changes to, terms regarding, or new products related to Your plan. You may opt out by contacting Us.

MISCELLANEOUS

Agreement is subject to state and local sales taxes where applicable. We reserve the right to change/amend plan prices, coverage, or Agreement terms without notice. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association or other recognized arbitrator, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof, unless the laws of the state where the Covered Property is located requires otherwise, on an individual basis only, and not in any form of class, collective, or private attorney general representative proceeding ("Class Action Waiver"). This binding arbitration provision does not prevent the filing of a complaint with a governmental administrative agency to the extent such complaints are permitted notwithstanding an Agreement to arbitrate. This Agreement shall be construed, and the legal relations between the parties determined, in accordance with the laws of the State of Iowa. Purchase or advertisement of this Agreement may result in Us paying a fee or commission to an agency, independent agent or sales associate. Obligations of the provider under this Agreement are backed by the full faith and credit of the provider and are not guaranteed under a reimbursement insurance policy.

STATE-SPECIFIC AMENDMENTS

Alabama residents: A cancellation fee of the lesser of twenty-five dollars (\$25) or ten percent (10%) of the purchase price of the Agreement will be assessed on any cancellation after thirty (30) days from the date of purchase or after a claim has been made.

Colorado residents: This Agreement may be covered by the Colorado Consumer Protection Act and/or the Unfair Practices Act, Article 1 of Title 6 of the Col. Rev. Stat. You may have a right to civil action under those laws, including obtaining the recourse or penalties specified in those laws. Repairs will begin within forty-eight (48) hours after We return Your call or as otherwise agreed. Once a claim is properly submitted and verified, payment will be made within thirty (30) days of verification of the claim.

Georgia residents: No claims paid will be deducted from any refund owed. We may not cancel this Agreement for any reason other than nonpayment of the purchase price by You, fraud, or misrepresentation by You. This Agreement is backed by a surety issued by Travelers Casualty and Surety Company of America, 1 Tower Square, 2MS, Hartford, CT 06183. You have the right to make a direct claim to Travelers Casualty and Surety Company of America in the event that We do not pay a claim or provide a refund within sixty (60) days after You have filed the proof of loss.

Illinois residents: A cancellation fee of the lesser of fifty dollars (\$50) or ten percent (10%) of the purchase price of the Agreement will be assessed on any cancellation.

Indiana residents: Our obligations under this Agreement are backed by reimbursement insurance policy issued by Chubb Group of Insurance Companies, 202B Hall's Mill Road, Whitehouse Station, NJ 08889, (800)699-9916. If We have not paid a claim or provided service within sixty (60) days of Your request being made, including refunds, You are entitled to make a claim directly with the insurer.

Iowa residents: The issuer of this Agreement is subject to regulation by the Insurance Division of the Department of Commerce of the State of Iowa, Commissioner: Doug Ommen, 1963 Bell Avenue, Suite 100, Des Moines, IA 50315. Complaints that are not settled by the issuer may be sent to the Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, IA 50315.

The time period for payment of a full refund before a penalty is assessed is amended from forty-five (45) days to thirty (30) days.

We reserve the right to change or cancel this Agreement upon fifteen (15) days' written notice.

Kentucky residents: The maker maintains a performance bond in accordance with the regulations as set forth by the Commonwealth of Kentucky. The holder of the Agreement shall be entitled to make a direct claim against the insurer upon the failure of the maker to pay any claim within sixty (60) days after the claim has been filed with the maker: United States Fire Insurance Company, 11490 Westheimer Rd, Ste. 300, Houston, TX 77252-2807.

Michigan residents: If performance of the Agreement is interrupted because of a strike or work stoppage at the company's place of business, the effective period of the Agreement shall be extended for the period of the strike or work stoppage.

Minnesota residents: In the event of Our cancellation of this Agreement due to Your nonpayment of the purchase price or material misrepresentation, We will provide only five (5) days' notice of cancellation.

Nevada residents: In accordance with the laws of the State of Nevada, if this contract is issued in Nevada, only Nevada law, and not the laws of any other state, may govern its substantive provisions. No claims paid will be deducted from any refund owed. If You cancel this Agreement after thirty (30) days from the date of purchase or after a claim has been made, a cancellation fee of the lesser of twenty-five dollars (\$25) or ten percent (10%) of the purchase price of the Agreement will be assessed. Discovery of fraud or material misrepresentation by the holder in obtaining the service Agreement, or in presenting a claim for service thereunder may result in cancellation of this Agreement upon fifteen (15) days written notice of the event. Weekend, holiday, and evening service will be performed only in the event of a failure or malfunction of a covered item, for which repair is prescribed under this Agreement, which is essential to Your health and safety (Emergency Repair). A claim will qualify for Emergency Repair if the emergency involves the loss of heating or cooling, loss of plumbing, or substantial loss of electrical service and the emergency renders the dwelling unfit for a person to live in because of defects that immediately endanger the health and safety of the occupants of the dwelling. Repairs will commence within twenty-four (24) hours after the report of the claim and will be completed as soon as reasonably practicable thereafter. If We determine that an Emergency Repair cannot practicably be completed within three (3) calendar days after the report of the claim, We will provide a status report to You and the Nevada Commissioner of Insurance. In the event You are not satisfied with the manner in which We are handling a claim, You may file a complaint with the Nevada Division of Insurance by calling (888)872-3234.

New Mexico residents: The time period for payment of a full refund before a penalty is assessed is amended from forty-five (45) days to sixty (60) days. We may not cancel this Agreement once it has been in effect for seventy (70) days except for (1) Your failure to pay an amount when due; (2) Your conviction for a crime that results in an increase in the service required under the Agreement; (3) discovery of fraud or material misrepresentation by You in obtaining this Agreement or in making a claim; or (4) discovery of either of the following if it occurred after the effective date of the Agreement and substantially and materially increased the service required under the Agreement: (a) an act or omission by the holder; or (b) a violation by the holder of any condition of the Agreement.

North Carolina residents: We may only cancel this Agreement for Your non-payment or for a direct violation of this Agreement by You.

Oklahoma residents: In Oklahoma, We are operating under First Home Warranty of the Midwest, 303 S. 2nd Ave., Rock Rapids, IA 51246 (Oklahoma ID #503353503).

Oregon residents: Any claim or dispute by Customer against Home Warranty may be resolved by arbitration only upon mutual consent of the parties. This Contract shall be governed, construed and enforced in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

South Carolina residents: In the event of a dispute with the provider of this Agreement, You may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main St., Ste. 1000, Columbia, SC 29201 or (800)768-3467.

TEXAS RESIDENTS: Obligations of the provider under this service Agreement is backed by the full faith and credit of the provider and are not guaranteed under a reimbursement insurance policy. **Service under this Agreement will be initiated within forty-eight (48) hours of a request for service being made. We may not cancel this Agreement for any reason other than nonpayment of the purchase price by You, fraud, or misrepresentation by You, or if the Agreement is contingent on an interest in real property not being sold.**

This Agreement is issued by a Residential Service Company licensed by the Texas Real Estate Commission. Complaints about this Agreement or company may be directed to the Texas Department of Licensing and Regulation, Service Contract Providers, P.O. Box 12157, Austin, TX 78711, (512)463-6599. The purchase of a residential service Agreement or home warranty Agreement is optional and similar coverage may be purchased from other residential service companies or insurance companies authorized to conduct business in Texas.

NOTICE: YOU THE BUYER HAVE OTHER RIGHTS AND REMEDIES UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT WHICH ARE IN ADDITION TO ANY REMEDY WHICH MAY BE AVAILABLE UNDER THIS AGREEMENT. FOR MORE INFORMATION CONCERNING YOUR RIGHTS, CONTACT THE CONSUMER PROTECTION DIVISION OF THE ATTORNEY GENERAL'S OFFICE, YOUR LOCAL DISTRICT OR COUNTY ATTORNEY OR THE ATTORNEY OF YOUR CHOICE.

Signature: _____

Agreement Number: _____
(We will provide)

NOTICE: THIS COMPANY PAYS PERSONS NOT EMPLOYED BY THE COMPANY FOR THE SALE, ADVERTISING, INSPECTION, OR PROCESSING OF A RESIDENTIAL SERVICE CONTRACT UNDER TEXAS OCCUPATIONS CODE §1303.304.

Utah residents: Coverage afforded under this Agreement is not guaranteed by the Property and Casualty Guaranty Association. In the event of a dispute with the provider of this Agreement, You may contact the Utah Department of Insurance. ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGEMENT IN ANY COURT OF PROPER JURISDICTION. This Agreement shall be construed, and the legal relations between the parties determined, in accordance with the laws of the State of Utah. Grounds for cancellation pursuant to 31A-21-303 (2)a include material misrepresentation, substantial change in risk and substantial breaches of contractual duties effective no sooner than thirty (30) days after written notice to the Agreement holder. Cancellation for nonpayment is effective no sooner than ten (10) days after written notice to the Agreement holder.

Wisconsin residents: THIS AGREEMENT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. Any claim or dispute by Customer against Home Warranty may be resolved by arbitration only upon mutual consent of the parties. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Wisconsin without regard to principles of conflicts of law. Exclusive jurisdiction shall be in the courts located within the jurisdiction in which the Covered Property is located.

Wyoming residents: The Wyoming Constitution, Article 19, Section 8 states that, "The legislature may provide by law for the voluntary submission of differences to arbitrators for determination and said arbitrators shall have such powers and duties as may be prescribed by law; but they shall have no power to render judgment to be obligatory on parties; unless they voluntarily submit their matters of difference and agree to abide the judgment of such arbitrators." This Agreement shall be construed, and the legal relations between the parties determined, in accordance with the laws of the State of Wyoming. Any legal proceedings shall take place in the State of Wyoming.