



REAL ESTATE

Home Warranty Service Agreement



smile, you know what to **expect**
when the **unexpected** happens.®

Expect Industry-Leading Coverage. Over 6 Million Homes Protected.

**Most Comprehensive
HVAC Coverage**



**Unlimited Refrigerants
SEER Matching**

NEW

**Happy Home
Lock & HardwareSM**



**Reimburses Buyer up to \$100
Adds Value to the Home**

**Complimentary
Seller Coverage**



**Differentiate Your Listing
Sell Your Home Faster**

ENROLL: **2-10.com/agent** | 800.795.9595

REQUEST SERVICE: **2-10.com/homeowner**

Certain items and events are not covered. Please refer to exclusions listed in this Home Warranty Service Agreement.

Unexpected is **Expensive.**[®]

With 2-10 Home Buyers Warranty you have a plan for **unexpected and expensive failures.**



Here's how it works:



1

PURCHASE

Purchase and review your Service Agreement.



2

CREATE ACCOUNT

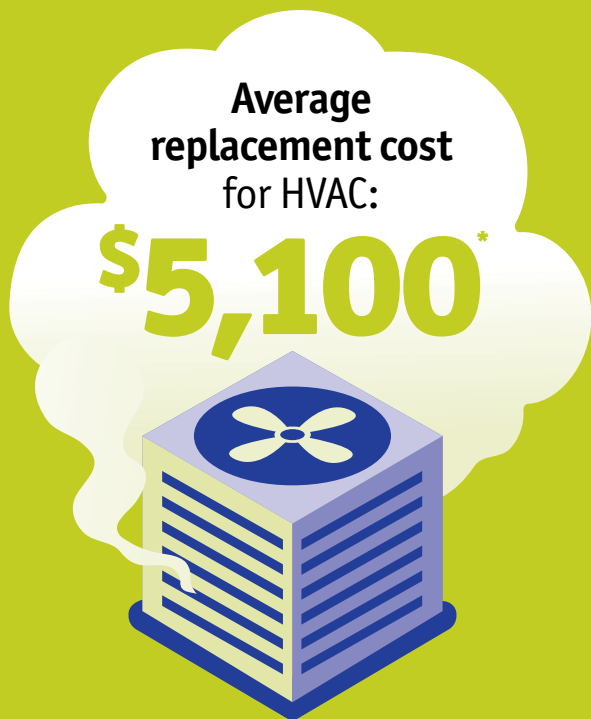
Visit 2-10.com/homeowner to complete your profile on Homeowner Portal.



3

NEED SERVICE?

Check your Service Agreement for eligible coverage, then contact us at 2-10.com/homeowner or **800.775.4736** to submit your service request.



Unexpected failures happen and the repair or replacement costs may be quite expensive. Seven out of ten homes will experience a system or appliance failure during the course of a year. When an unexpected breakdown happens, will you be able to afford these out-of-pocket costs? A Home Warranty Service Agreement from 2-10 Home Buyers Warranty (2-10 HBW) provides you real coverage and budget protection when you need it most. So rest easy knowing your home, and budget, are protected by the industry-leading home warranty company who does things the right way.

*Estimated average retail cost of replacement and observed claims experiences of 2-10 HBW customers. Prices may vary by geographic location.



4 CONTRACTOR DISPATCHED

An independent service contractor is dispatched.



5 HAPPY HOME

You have a happily serviced home, and will receive a survey for feedback about your service experience.

Long Live Happy Homes[®] says it all.

It says we believe in doing things the right way... because that is what your home deserves and that makes you happy.

It says 2-10 HBW has protected **over 6 million** new and pre-owned homes for nearly 40 years.

It says we partner with thousands of the nation's finest real estate professionals, home builders and service contractors who consider our systems and appliances Home Warranty Service Agreement to be the most comprehensive protection available.


It says we relentlessly focus on reducing the financial risks for our millions of customers.

It says we welcome you as our next happy customer.

97.5% of claims paid

2-10 HBW prides itself on creating exceptional experiences for homeowners.

In addition to having protection for unexpected failures, you can revel in the added perks of being a 2-10 HBW customer, where you receive special programs, discounts and offers – just for being you! We value our customers and strive to provide exceptional protection and experiences throughout your home ownership journey. Here are a few things you can look forward to with 2-10 HBW.

 Wherever you see this symbol, it indicates our industry exclusive coverage and our recommendations for maximum value and protection for your home.



'Even If' Service Fee Guarantee

If an item is not eligible for coverage, and 2-10 HBW dispatched a contractor, and a service fee was paid, reimbursement of the service fee may be requested. In addition, if a covered part is serviced and fails again within the term of the Home Warranty Service Agreement, another service fee will not be due.



Most Comprehensive HVAC Coverage

2-10 HBW provides the industry's most comprehensive HVAC coverage, including **unlimited refrigerants** and **SEER matching**, at no additional cost. 2-10 HBW will continue to provide superior HVAC coverage before, during and after the regulation changes happening around R-22, the liquid or gas that creates cool air.



Happy Home Lock & Hardware reimburses Buyers for installing new door locks, making key copies and/or re-keying their home.



Appliance Color Match

2-10 HBW will match the color of the existing appliance, where possible, during an appliance replacement. Primary functionality will be matched first, followed by color matching.

NEW Happy Home Lock & HardwareSM

HOW IT WORKS

1. REQUEST

Within 45 days after closing, Buyer must login to Homeowner Portal (2-10.com/homeowner) to verify contact information, and initiate the Happy Home Lock & Hardware process. **No service fee is required.** Happy Home Lock & Hardware is available only via Homeowner Portal and may only be used once.*

2. PURCHASE

Buyer may choose to purchase new door locks, make key copies and/or re-key exterior locks and hardware for the home within 45 days after closing.

3. SUBMIT

Buyer must submit paid invoice(s) and/or receipt(s) to 2-10 HBW within 45 days after closing using the process instructions emailed to the primary homeowner's email address when initiating the Happy Home Lock & Hardware process on Homeowner Portal.

4. RECEIVE REIMBURSEMENT

Buyer receives reimbursement for eligible incurred expenses. Reimbursement amount not to exceed \$100 for qualifying expenses.

*All eligible Happy Home Lock & Hardware expenses must be submitted for reimbursement within 45 days after closing to qualify. This program is not applicable on Seller coverage or renewals.



Appliance Discount Program

Provides Buyer exclusive discounts of up to 65% off GE® & Whirlpool® brand appliances. Discounts can be accessed at any time during the term of the Service Agreement through Homeowner Portal.



Appliance Replacement Offer

When service is requested on an appliance, the homeowner may continue with the service request or participate in the Appliance Replacement Offer. If the homeowner selects the Appliance Replacement Offer, no service fee is due. The homeowner may purchase a new appliance and submit the paid receipt, using the instructions emailed to the primary homeowner, to request a \$100 reimbursement toward the cost of replacement.

**ENJOY AN
ENHANCED APPLIANCE
EXPERIENCE!**

Reputation and reviews*

2-10 HBW values every customer and strives to provide an exceptional experience, every time. We survey homeowners after a service experience to gather valuable feedback that helps us create experiences that exceed customer expectations.



4.3 out of 5 star

AVERAGE OVERALL SERVICE RATING



"A" rated

BBB ACCREDITED BUSINESS



4.2 out of 5 star

AVERAGE CONTRACTOR RATING



NHSCA Member

This group represents the nation's largest and most-respected providers of home warranties. Members must meet specific NHSCA guidelines for membership.

*All review scores effective as of 08/2019



Heating

Up to two systems covered

● Standard/Seller Coverage S Supreme Buyer Coverage

● S	Centrally ducted gas, electric, oil and gravity heating systems
● S	Steam, hydronic or hot water heat systems
● S	Geothermal and water source systems
● S	Thermostats - <i>INCLUDING ALL TYPES</i> 🏠
● S	Ductwork modification of plenum when necessary to effect a covered repair
● S	Interior gas supply lines
● S	Crane cost
● S	SEER matching: upgrades when necessary to maintain compatibility and compliance with federal standards. 🏠
S	Filters
S	Built-in heat lamps
S	Corrections to code violations up to \$250 per Service Agreement
S	Permits up to \$250 per Service Agreement
S	Modifications up to \$250 per Service Agreement
S	Haul away/disposal fees
S	Improper installation/repair/modification when necessary to effect a covered repair
S	Items under manufacturer's warranty

Excluded Items:

✖ Coal or wood burning equipment, glycol systems, fireplaces, free-standing or portable heating units, gas supply lines to non-covered items, fuel oil lines, fuel oil or propane gas storage tanks, flue venting, outside or underground piping and components for geothermal and/or water source systems, high velocity systems, humidifiers, well pumps and well pump components for geothermal and/or water source systems, all components of zone controlled and energy management systems. Collapsed ductwork.

Dollar Limits Per Service Agreement:

Cost to diagnose, repair and/or replace -

Steam, hot water heat or hydronic systems	\$1,500
Geothermal and water source systems	\$1,500
Concrete encased or concealed ductwork	\$500
Gas lines	\$500



Air Conditioning and Heat Pump

Up to two systems covered

● Purchase required for Standard Seller Coverage: \$50

S Supreme Buyer Coverage

● S	Centrally ducted refrigeration systems, including heat pumps
● S	Geothermal and water source systems
● S	Evaporative coolers and built-in electric wall units
● S	Thermostats - <i>INCLUDING ALL TYPES</i> 🏠
● S	Ductwork modification of plenum when necessary to effect a covered repair
● S	Crane cost
● S	SEER matching: upgrades when necessary to maintain compatibility and compliance with federal standards. 🏠
● S	Unlimited refrigerants 🏠
S	Window units
S	Refrigerant recovery
S	Condensing unit pads and package unit pads
S	Electrical cut-off switches
S	Corrections to code violations up to \$250 per Service Agreement
S	Permits up to \$250 per Service Agreement
S	Modifications up to \$250 per Service Agreement
S	Haul away/disposal fees
S	Improper installation/repair/modification when necessary to effect a covered repair
S	Items under manufacturer's warranty

Excluded Items:

✖ Water towers, humidifiers, chillers, pre-coolers, condensate drain lines and mini-split systems. Geothermal underground piping, well pumps (and their components). Roof jacks, filters, all components of zone controlled and energy management systems, UV filters. Free standing units and any type of gas units. Collapsed ductwork.

Dollar Limits Per Service Agreement:

Cost to diagnose, repair and/or replace -

Geothermal and water source systems	\$1,500
Water cooled air conditioners, high velocity and hydronic systems	\$1,500
Concrete encased or concealed ductwork	\$500
Refrigerant lines	\$500



Appliances

● Standard/Seller Coverage S Supreme Buyer Coverage

● S	Appliance color match SM 🏠
● S	Built-in microwave
● S	Dishwasher
● S	Garbage disposal
● S	Range, oven, cooktop and vent hood
● S	Refrigerator - <i>INCLUDING ICE MAKER!</i> 🏠
S	Washer and dryer 🏠
S	<i>Range, oven, cooktop, hood:</i> handles, hinges, clocks, rotisseries, racks, knobs and dials, interior lining, glass/ceramic cooktops, self cleaning mechanisms and latch assemblies
S	<i>Kitchen Refrigerator:</i> handles, hinges, ice crusher, beverage dispenser and respective equipment 🏠
S	<i>Built-in microwave:</i> handles, hinges, interior lining, clocks and shelves, turntable platforms and rollers
S	<i>Dishwasher:</i> handles, hinges, racks, baskets, rollers, tub and interior lining, springs, latch assemblies and soap dispensers
S	Permits up to \$250 per Service Agreement
S	Modifications up to \$250 per Service Agreement
S	Haul away/disposal fees
S	Items under manufacturer's warranty

Excluded Items:

✖ Appliances not located in the primary kitchen (except washer and dryer) and duplicate appliances, unless additional refrigerator option(s) are purchased.
 ✖ Meat probe assemblies, door glass, sensi-heat burners will only be replaced with standard burners for range, oven, cooktop.
 ✖ Multimedia center including technology convenience items like LCD screens, Wi-Fi and cameras.
 ✖ Racks, hinges, shelves, interior thermal shells, food spoilage and freezers which are not an integral part of the kitchen refrigerator.
 ✖ Door glass, portable or counter top units, trim kits, meat probe assemblies, rotisseries for built-in microwave.
 ✖ Damage to clothing, plastic mini-tub, soap dispensers, filter screens, knobs, dials, hinges and lint screen for washer or dryer.
 ✖ Gas supply line to stove.

Dollar Limits Per Service Agreement:

Cost to diagnose, repair and/or replace -

Per covered appliance	\$3,000
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Supreme Coverage 🏠

Buyer Only

Like icing on a cake, or toppings on a pizza, Supreme for the Buyer takes something great and makes it even better. With Supreme, you get the same valuable protection of Standard, plus coverage for over 40 additional items - all so you can get the most out of your home ownership experience.

Plumbing

• Standard/Seller Coverage **S** Supreme Buyer Coverage

• S	Water, drain, waste or vent pipe leaks or breaks, including polybutylene
• S	Gas and electric water heaters including tankless, power and direct vent units
• S	Water heater interior gas supply lines
• S	Toilet tank, bowl, tank assembly parts, flange and wax ring seals
• S	Built-in bathtub whirlpool motor and pump assemblies
• S	Drain line stoppages that can be cleared with a standard sewer cable
• S	Primary, permanently installed sump pumps used for ground water
• S	Pressure regulators
• S	Valves: shower, tub, diverter, risers, angle stops and gate valves
• S	Interior hose bibbs
S	Faucets and faucet handles, including shower heads, arms and tub spouts
S	Exterior hose bibbs
S	Corrections to code violations up to \$250 per Service Agreement
S	Permits up to \$250 per Service Agreement
S	Modifications up to \$250 per Service Agreement
S	Haul away/disposal fees
S	Items under manufacturer's warranty

Excluded Items:

✖ Filters, aerators, sewage ejector pumps, hydro-jetting, sewer grinders, backflow preventers, drain line stoppages due to roots, performing diagnosis with camera, fixtures, water meters, shower enclosures, shower-base pans, strainers, caulking, grouting, lawn sprinkler systems, tile fields, leach beds, lift stations, ground-level clean out, pipes located outside the perimeter of the principal dwelling and attached garage, pumping, grinder pumps, 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, expansion tanks, flue venting, insufficient capacity and solar equipment.

Dollar Limits Per Service Agreement:

Cost to diagnose, repair and/or replace -

Water heater	\$1,250
Polybutylene piping and PEX Manifold plumbing system	\$1,000
Concealed/concrete encased water, gas, drain, waste, vent piping, leaks and breaks in the plumbing system	\$500
Toilet replacement, in the event of sediment/calcium build up; per toilet	\$300
Faucet and faucet handles for sinks, shower heads or tub spouts in kitchens and baths; per faucet set	\$150

Electrical, etc.

• Standard/Seller Coverage **S** Supreme Buyer Coverage

• S	Electrical wiring
• S	Switches, outlets and panels
• S	Central vacuum
• S	Doorbell system
• S	Burglar and fire alarm systems
• S	Telephone wiring
• S	Attic and exhaust fans
• S	Garage door opener – all parts and components for up to three units
S	Garage door hinges, springs, remote sending units
S	Corrections to code violations up to \$250 per Service Agreement*
S	Permits up to \$250 per Service Agreement*
S	Modifications up to \$250 per Service Agreement
S	Haul away/disposal fees
S	Items under manufacturer's warranty

* Does not apply to garage door opener coverage.

Excluded Items:

✖ Whole house fans, data wiring, meter boxes, electronics or computerized energy management systems, lighting fixtures, ceiling fans or appliance management systems. Central vacuum system ductwork and accessories. Any wiring or other electrical items located outside the perimeter of the principal dwelling and attached garage, any loss due to water seepage along service cable. Belts, shutters, and filters for attic/ceiling/exhaust fans.
 ✖ Garage doors, garage door track/rail assembly, rollers or physical damage.
 ✖ Doorbells that are part of intercom systems.

Dollar Limits Per Service Agreement:

Cost to diagnose, repair and/or replace -

Concrete encased or concealed wiring	\$500
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Wherever you see this symbol, it indicates our industry exclusive coverage and our recommendations for maximum value and protection for your home.

Complimentary* Seller Coverage for Savvy Agents



Establish a record of coverage during the listing period.

In advance of closing, present the Service Agreement for consideration to all parties in the transaction.

Benefits of Seller Coverage

- Differentiate your listing in a competitive market.
- Protection from unexpected repairs during the listing period.
- Close on average several days faster and for a higher average sale price.
- Reduce post-closing risks for all parties.

What's covered?

Seller coverage is for the listing period and begins immediately upon enrollment. Coverage for a term of 180 days, until close of sale, or the listing is cancelled, whichever occurs first.

Seller coverage is for Appliances, Heating, Plumbing and Electrical Systems.

Air Conditioning and Heat Pump For Seller

Purchase required for coverage during the listing period - \$50.

Seller Dollar Limit**

Cost to diagnose, repair and/or replace:
 Heating, Plumbing, Electrical and Air Conditioning - \$1,500 per category
 Appliances - \$3,000 per covered appliance

*Complimentary where allowed by law. **Seller coverage is subject to all Dollar Limits stated in this Agreement.

Additional Buyer Options

We understand the needs of every home and homeowner are different, which is why we offer additional buyer options so you may **get the coverage that is right for you.**



Additional Refrigerator, Built-In Wine Cooler, Freestanding Freezer or Wet Bar Refrigerator (sold separately) **\$50 each**

All components that affect the cooling operation of the unit including compressor, thermostat, condenser coil, evaporator and defrost system. Wet bar refrigerator (up to 16 cubic feet). Built-in wine cooler (30 bottle maximum).

Excluded Items: Refrigerators with more than one compressor. Multi-media center, racks, shelves, doors, glides, slides, glass interior thermal shells and food spoilage.

Dollar Limits Per Service Agreement: Cost to diagnose, repair and/or replace (per unit) - \$500.

NEW Luxury Package **\$100**

Remove the per appliance dollar limit. Remove the water heater dollar limit. Increase the concealed and encased concrete limit. Increase limit on corrections to code violations, permits and modifications.

Excluded Items: Commercial grade appliances, pro-style or the like. Optional additional appliances.

Dollar Limits Per Service Agreement: Concrete encased or concealed ductwork, plumbing or electrical lines - \$1,000. Corrections to code violations, permits and modifications when necessary to effect a covered repair - \$350.

Pool/Spa Freshwater Equipment **\$180**

All components and parts of the heating, pumping, pool-sweep motors and filtration systems. A spa, including an exterior hot tub and whirlpool, is also covered along with a swimming pool if the units utilize common equipment. If they do not utilize common equipment, an additional fee is required to cover the second set of equipment.

Excluded Items: Cleaning equipment including pop-up heads, turbo valves, creepy crawlers and the like, skimmers, lights, jets, liners, concrete-encased, electrical, plumbing or gas lines located underground, structural defects, solar equipment, chlorinators, sanitizing system, heat pump, booster pumps for water features and energy management systems. Water chemistry control equipment and materials, disposable filtration media, valve actuator motor and remote control panel switches. All pool/spa equipment for a saltwater swimming pool or spa, unless option purchased.

Dollar Limits Per Service Agreement: Cost to diagnose, repair and/or replace - \$1,000.

Pool/Spa Saltwater Equipment **\$355**

All items listed as covered for Pool/Spa Equipment Freshwater Equipment as well as saltwater cell and circuit board.

Excluded Items: All items listed as excluded for Pool/Spa Equipment Freshwater as well as salt, panel box, remote controls and dials.

Dollar Limits Per Service Agreement: Cost to diagnose, repair and/or replace - \$1,000.

Septic System **\$50**

Septic tank, ejector pump from house to septic tank, line from house to septic tank.

Excluded Items: Lift stations, tile fields and leach beds, insufficient capacity, ground-level clean out, pumping, grinder pumps.

Dollar Limits Per Service Agreement: Cost to diagnose, repair and/or replace - \$500.

Well Pump **\$75**

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

Excluded Items: Well casing, pressure tank, piping or electrical lines leading to or connecting pressure tank and primary dwelling, holding or storage tanks and re-drilling of well, system/parts utilized for lawn sprinkler systems.

Dollar Limits Per Service Agreement: Cost to diagnose, repair and/or replace - \$500.

Extended Pipe Leak **\$60**

Extended pipe leaks, exterior hose bibbs and main shut off valve located outside the foundation of the Home. Includes water and drain lines that service the Home and attached garage.

Excluded Items: Faucets, sprinkler systems, swimming pool/built-in pool piping, downspout, landscape drain lines, failure due to freeze, city/county shut off valve, damage due to roots.

Dollar Limits Per Service Agreement: Cost to diagnose, repair and/or replace - \$1,000.

Roof Leak **\$100**

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 Effective Date of coverage. Flashing.

Excluded Items: Gutters, chimneys, vent and drain lines, roof-mounted installations, leaks over 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.

Dollar Limits Per Service Agreement: Cost to diagnose, repair and/or replace - \$1,000.

Who, What, When and How?



When Does My Coverage Begin?

Coverage begins on the Effective Date stated in the confirmation/invoice and, if buyer's coverage, continues for one year. Payment is due within 14 business days of close of sale. We are only obligated to provide Service upon the receipt of payment (the "Price"). An Agreement with coverage details will be sent to the Buyer's mailing address or electronically, if "Go Green" is selected.

What Is Covered?

We refer to residential systems and appliances as "Items". To be a "Covered Item" eligible for Service, the Item must be within the main foundation of the Home and attached garage, specifically listed as included in your coverage and in good and safe working condition as of the Effective Date (unless a defect could not have been detected by a visual inspection or simple mechanical test). HVAC equipment located outside the Home is also covered, as well as other specific Items, if the coverage you select specifically identifies a particular Item as covered. We provide Service for Covered Items that fail due to normal wear and tear (a "Failure"). Only nonmobile, habitable, residential structures under 10,000 sq. ft. are eligible for Service. We will not provide Service in a commercial property or residence being used for business purposes (for example: short-term rentals, bed and breakfasts, care centers, group homes, fraternity/sorority houses, hair salons and schools). If your Home is within a multi-unit building, Service is limited to Covered Items specific to your dwelling unit.

What Is the Service that 2-10 HBW Provides?

2-10 HBW works with Contractors to reduce your unexpected costs related to repairing a Failure of a Covered Item (the "Service"). Service begins with you notifying us of a possible Failure via 2-10.com/homeowner or by calling 800.775.4736. We will dispatch an independent, insured contractor with any required license(s) ("Contractor") to your Home to diagnose the Failure and report back to us. We then will determine

a) whether the Item is a Covered Item, b) the nature of the Failure, c) whether repair, replacement or Payment is appropriate and d) which costs are covered under this Agreement and which are your responsibility. We reserve the right to dispatch an additional Contractor at our expense if we need more information to make a determination of coverage. If we determine replacement is appropriate, we will use reasonable efforts to find a replacement Item or Component (a "Replacement") that performs the primary function, capacity and efficiency of the Covered Item or Component being replaced. We cannot guarantee that any Replacement will match the physical size, dimensions or brand of the Covered Item or Component. Service does not cover any Component or work for a Covered Item related to any convenience functionality, multi-media, cosmetic detail or wireless capability unless specified as covered.

When Is Service Available?

You can request Service 24 hours a day, 7 days a week during the Term. We will generally dispatch a Contractor within 48 hours to contact you to schedule a time, Monday through Friday during normal business hours, for diagnosis. If you request a Contractor to visit your Home for a non-emergency situation outside of normal business hours, and the Contractor is able to accommodate your request, you will be responsible for all overtime and additional fees.

Determining An Emergency.



When we determine it is an emergency, we will attempt to have a Contractor contact you within 24 hours. An emergency is generally defined as a Failure resulting in: 1) no electricity, gas, water or toilet facilities to the entire Home, 2) ongoing physical damage to the Home, or 3) a condition that immediately endangers an individual's health and safety.

The Service Fee.

It is your responsibility to pay the Service Fee directly to the Contractor for each separate service request, which means each visit by a Contractor for a single service (for example: plumbing, electrical, appliances, heating and air conditioning). The Service Fee is due when the Contractor visits your Home for diagnosis. Please review this entire Agreement for additional details about your responsibilities and the scope of the Service, and call 800.775.4736 with any questions.

Who Repairs and Replaces the Covered Items?

We have relationships with a network of Contractors across the country ("Service Contractors"). When you report a Failure, we will dispatch a local Service Contractor. If no Service Contractor is available, we may ask you to select a Contractor ("Your Contractor") to work with us. You may also request to use Your Contractor if, for example, you do not want to wait for an available appointment with a Service Contractor. However, you will then be responsible for the difference in costs between what we would have paid a Service Contractor and the expense of using Your Contractor. Regardless of whether we work with Your Contractor or a Service Contractor, we must be able to review the Contractor's detailed diagnosis and estimate to determine the scope and eligibility of the Failure and the appropriate response. If we authorize use of Your Contractor, we will provide you instructions on how to receive Service, which you must follow to receive reimbursement. You will not receive reimbursement and will remain solely responsible for every cost arising from any work, services or equipment any contractor, company or individual performs or provides without our prior express authorization, even for Covered Items that would otherwise be eligible for Service.

Terms of Service

Additional Terms: The Service Agreement includes the following provisions in addition to those stated on every other page. **Section V below contains important provisions for the use of final and binding arbitration.**

I. Payments. (a) We may, at our sole discretion, offer money to resolve a claim ("Payment"), for example, when: (1) the cost to address a Failure exceeds an applicable Dollar Limit; (2) repairing or replacing a Covered Item would violate laws, regulations or code; (3) a necessary part, item, material or chemical ("Component") is not reasonably available to us; or (4) you prefer Payment. (b) Payment will be the lesser of: (1) the lowest quoted amount to remedy the Failure received from a local contractor; (2) the amount we would have paid a Service Contractor to remedy the Failure; or (3) the applicable Dollar Limit less the Service Fee and costs incurred to diagnose the Failure. When appropriate, a portion of the Payment may be issued to a Contractor or subject to other requirements or restrictions. Once you accept a Payment we are no longer responsible for providing Service for the Covered Item under any agreement unless you provide acceptable proof of repair or replacement. At our sole discretion, we may offer a

replacement appliance of equal value to the Payment.

II. Additional Responsibilities. You agree to: reasonably clean and maintain Covered Items; not harm/damage a Covered Item or Component; provide a safe working environment for Contractors; not damage property of a Contractor; and not threaten/harm us or a Contractor via phone, email, personal interaction, internet, social media or otherwise.

III. Non-Covered Costs. (a) Addressing a Failure may involve work, parts, systems, equipment or materials that are outside the scope of the Service ("Excluded Work"), for example: (1) work related to non-Covered Items; (2) the incompatibility of existing systems or appliances with a Replacement; (3) carpentry or modifications necessary to facilitate Service; or (4) providing chemicals or materials needed by a Replacement to perform its primary function, for example differences in technology, refrigeration requirements or efficiency. (b) You are responsible for all costs arising from Excluded Work or otherwise stated as your responsibility in the Agreement ("Non-Covered Costs"). Unless expressly stated as our responsibility

in the Agreement, Non-Covered Costs include, without limitation, costs related to: (1) permits, codes, ordinances, laws and/or regulations (Service will begin after permits and approvals are obtained); (2) accessing Covered Items; (3) correcting, repairing or replacing a Covered Item and/or Components because of inadequate capacity, manufacturer's recall, improper design, improper installation, previous repair or problems caused by alterations or modifications; (4) mandates of federal, state or local governments, including without limitation, upgrade or equipment matching requirements and tariffs (and all fees, costs and surcharges passed along or charged to us by our suppliers and Service Contractors related thereto); (5) any service on a Covered Item initiated before the Effective Date; (6) disposing of hazardous materials such as refrigeration components, capacitors and water heaters; (7) a material increase in third party charges for Components or Items as a result of tariffs, severe or unseasonable weather, extreme temperatures or other abnormal atmospheric conditions; or (8) sealing, verification and/or diagnostic testing of ductwork. Non-Covered Costs will be billed directly to you. Reasonable

Terms of Service Continued

efforts will be used to notify you of Non-Covered Costs and obtain your acceptance. If we determine an Item is not eligible for Service after you paid a Service Fee, we will refund the Service Fee upon request. If you refuse to accept any Non-Covered Costs, we have no obligation to perform Service and will not refund the Service Fee.

IV. Exclusions; Liability Limits. (a) We have no obligation to provide Service if: (1) a Failure is caused by (whether acting alone or together with another cause): misuse, abuse, missing parts, movement of your Home, soil movement, fire, freezing, explosion, electrical failure/surge, flooding, water intrusion, lightning, mud, earthquake, storms, accidents, pests, animals, microorganisms, plants, contamination or chemical interactions; (2) you breach an obligation of this Agreement or threaten Service Contractors or our employees; (3) a Covered Item is classified as or otherwise known to be commercial grade, pro-style or the like; (4) an HVAC unit has a capacity greater than five tons; or (5) a Failure is caused by anything other than normal wear and tear, including without limitation a Failure of another Covered Item or Component. (b) Our Service is secondary and excess to any other coverage provided by insurance or manufacturer's warranty available to you. You agree to waive any right or recovery of claims by anyone claiming through you, by way of subrogation or otherwise, including any insurers. (c) Express Warranty: The Service will be provided with the same reasonable degree of care customarily provided within the home service industry. If this express warranty is breached, then we shall, at our option, re-perform the Service or refund the Price. (d) EXCEPT AS EXPRESSLY PROVIDED HEREIN, ALL WARRANTIES WITH RESPECT TO SERVICE OR THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, ORAL OR WRITTEN STATEMENTS BY US, OUR AGENTS OR SERVICE CONTRACTORS OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, SATISFACTION OR FITNESS FOR PARTICULAR PURPOSE) ARE EXCLUDED AND DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. IF AN IMPLIED WARRANTY CANNOT BE EXCLUDED BY APPLICABLE LAW, SUCH WARRANTY IS LIMITED IN DURATION TO THE GREATER OF 1 YEAR OR THE SHORTEST DURATION ALLOWED BY APPLICABLE LAW. YOU MAY HAVE OTHER RIGHTS WHICH VARY AMONG JURISDICTIONS. (e) IN NO EVENT SHALL WE BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND SUFFERED BY YOU OR ANY THIRD PARTY, FOR EXAMPLE, LOST PROFITS, BUSINESS INTERRUPTIONS OR OTHER ECONOMIC LOSS RELATED TO THIS AGREEMENT OR THE SERVICE. WE SHALL NOT BE LIABLE FOR ANY DAMAGES RELATED TO (1) COST OF PROCUREMENT OF SUBSTITUTE SERVICE; (2) ANY LOSSES, LIABILITIES OR CLAIMS INCURRED OR ARISING IN CONNECTION WITH THE USE OR PROVISION BY YOU OF SERVICE; OR (3) THE ACTS OR OMISSIONS OF YOU OR YOUR AGENTS, INSURERS OR CONTRACTORS. (f) **FOR EACH ONE YEAR TERM, THE TOTAL AGGREGATE LIABILITY OF US, OUR PARENTS AND AFFILIATES, AND THE RESPECTIVE OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONTRACTORS AND ASSIGNS THEREOF FOR ANY AND ALL COSTS, DAMAGES, FINES, LIABILITIES, LOSSES, PENALTIES, ATTORNEY FEES, WITNESS FEES AND OTHER EXPENSES INCURRED BY YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED \$25,000.** THE EXISTENCE OF ONE OR MORE CLAIMS OF ANY KIND(S) IN ANY FORUM(S) WILL NOT ENLARGE THE FOREGOING LIMITS. (g) THE WAIVERS, EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS AGREEMENT SHALL: APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE; BE INDEPENDENT OF AND SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT OR ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY WARRANTY OR, EXCLUSIVE OR LIMITED REMEDY STATED HEREIN; AND APPLY EVEN IF WE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

V. Arbitration Contract. (a) Arbitration Contract (the "Contract"): You and we agree that any complaint, controversy or dispute arising out of or relating to this Agreement, the breach of this Agreement or the Service (a "Complaint") shall exclusively be resolved by binding arbitration and not by a judge or jury. The arbitration shall be conducted by Arbitration Resolution Services, Inc. ("ARS") and you and we agree to be bound by the applicable rules of ARS, which can be found at www.arbresolutions.com. If ARS is not available and you and we are unable to agree on an alternative arbitration service, either may petition the American Arbitration Association ("AAA") to appoint a single arbitrator to conduct the arbitration under AAA's then current commercial or consumer rules, as applicable. This Contract covers disputes based upon contract, tort, consumer rights, fraud and other intentional torts, negligence, constitution, statute, regulation, ordinance, common law and equity. A demand for arbitration shall be made within a reasonable time after the Complaint has arisen but in no event after the applicable statute of limitations. The decision of the arbitrator shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. This Contract involves and concerns interstate commerce and shall be governed by the Federal Arbitration Act (9 U.S.C. § 1, et seq.) to the exclusion of any other inconsistent law, ordinance or judicial rule. This Contract is self-executing. Any disputes concerning the scope, interpretation or enforceability of this Contract, including without limitation, its revocability or voidability for any cause, the scope of arbitral issues and any defense based upon waiver, estoppel or laches shall be decided by the arbitrator. All arbitration fees shall be allocated to you and us as provided in the rules of the arbitration service, subject to the arbitrator's discretion to reallocate such fees in the interests of justice. The prevailing party in any court action brought for the enforcement or interpretation of this Contract shall be entitled to receive from the losing party a reasonable sum for its attorneys' fees and costs, in addition to any other relief to which it may be entitled. (b) Class Action Waiver: you hereby agree that you will only bring a Complaint in your individual capacity, and not as a plaintiff or class member in any purported class, multiple plaintiff, collective, representative or similar proceeding (each a "Class Action"). You expressly agree to not maintain any Class Action in any forum. Instead you agree to have each and every Complaint decided individually through arbitration. Complaints cannot be consolidated in arbitration unless all parties jointly agree in writing.

VI. Ending This Agreement. (a) This Agreement starts on the Effective Date and ends one year thereafter, for buyers, or in the manner stated on Page 7, for sellers (the "Term"). (b) You may cancel this Agreement at any time by calling 800.743.4210. (c) We may cancel this Agreement upon notice to you if we conclude (1) you made a material misrepresentation concerning this Agreement or the Service; (2) you failed to pay any amount due; (3) you breached the Agreement and failed to or are unable to cure such breach; or (4) a change in regulations or laws materially affects our business or ability to fulfill our obligations. (d) If this Agreement is canceled 30 or fewer days after the Effective Date, you will receive a full refund less any amounts we paid under this Agreement and a \$25 processing fee. If the Agreement is canceled thereafter, you will receive a pro-rata refund of the Price paid, if any, for the unexpired Term less: (1) any amounts we paid under this Agreement; (2) any other charges or fees you are responsible for; and (3) a \$25 processing fee.

(e) At the end of the Term, we may notify you of any renewal options for rates, terms and payment plans, which have an administrative fee not to exceed 10%. **If you elect a payment plan, you authorize 2-10 HBW to automatically deduct payments from your credit card on file with us and your Agreement will automatically renew, at our option, for another 12-month period unless you cancel the Agreement or withdraw this authorization.**

VII. Miscellaneous. The language of the Agreement shall be construed simply, as a whole and in accordance with its fair meaning, and in the event of an ambiguity or dispute, not for or against you or us. All headings are solely for convenience. If any provision of the Agreement is held to be invalid, illegal or otherwise unenforceable, it shall, to the extent possible, be enforced consistently with the stated intention of you and us, or, if incapable of such enforcement, stricken from this Agreement and all other provisions shall remain in full force and effect. If the Class Action Waiver is unenforceable, and not reversed on appeal, Section V (b) shall be void in its entirety. If a court determines a public injunctive relief claim may proceed despite the Class Action Waiver, and that determination is not reversed on appeal, the public injunctive relief claim will be decided by a court, any individual claims will be arbitrated and the parties agree to stay the public injunctive relief claim until the other claims are finally concluded. The Price of this Agreement is valued at 94% for all real property items and services and at 6% for all personal property items and services. You may only transfer this Agreement if you sell your Home. You hereby provide your consent for us and our agents to call, text, email and otherwise contact you in order to perform Service, and to send you advertisements or telemarketing messages concerning our products, services and offerings and those of our affiliates and third party partners (though you may opt-out per applicable law). Contractors may substitute environmentally friendly refrigerants in place of HCFC refrigerants.

VIII. Force Majeure. We are not liable for any delay in or failure to perform Service due to conditions beyond our control and/or that of a Contractor, for example: shortages or delays in obtaining parts or equipment; weather; labor difficulties, strikes or shortages; telecommunications disruption; transportation stoppages or slowdowns; acts of God; war; terrorism; epidemics; or scheduling difficulties of Contractors due to a high volume of service requests related to severe or unseasonable weather, extreme temperatures or other abnormal atmospheric conditions.

IX. Disclosures & State Amendments. (a) The provider/obligor ("2-10 Home Buyers Warranty", "2-10 HBW", "we", "us" and "our") for this Service Agreement (also the "Agreement") is Home Buyers Resale Warranty Corporation. The Agreement is among us and the owner(s) ("you" and "your") of the home covered by this Agreement ("Home"). (b) **IA Residents:** Our obligations under this Agreement are backed by full faith and credit of us and are not guaranteed under an Agreement Reimbursement Insurance Policy. We are subject to regulation by the Insurance Division of the Department of Commerce of the State of Iowa. Complaints which are not settled by us may be sent to the Insurance Division at Two Ruan Center, 601 Locust St, 4th Fl, Des Moines, IA 50309. You may cancel and void this Agreement within 20 days from the Effective Date and receive a full refund of the Price with no processing fee if (1) no claims have been paid and (2) you are the original purchaser of this Agreement. If a claim has been paid within 20 days from the Effective Date, you may receive (1) an amount equal to the full purchase price minus the cost of claims paid and (2) a processing fee no greater than 10% of the purchase price.

SELECT YOUR COVERAGE

For multiple units, guest homes, casitas or homes over 5,000 square feet, **CALL FOR A QUOTE.**

☐ **Seller Coverage** *Seller Service Fee \$100*

☐ \$50 Seller A/C and Heat Pump Option

☐ **Buyer Coverage** *Multi-year pricing available upon request.*

Supreme Coverage

☐ **\$595 Single-Family**

☐ **\$575 Condo/Townhome/Multi-Family**

New Construction

3 years of systems and appliances protection | Complements 2-10 HBW structural warranty

☐ **\$750 Supreme**

☐ Begin at closing

☐ Begin 1 year after closing

Additional Buyer Options

May be purchased up to 30 days after closing. Pricing is shown per year.

☐ \$50 Additional Refrigerator, Built-In Wine Cooler, Freestanding Freezer or Wet Bar Refrigerator (sold separately)

☐ \$100 Luxury Package

☐ \$75 Well Pump

☐ \$180 Pool/Spa Freshwater

☐ \$60 Extended Pipe Leak

☐ \$355 Pool/Spa Saltwater

☐ \$100 Roof Leak

☐ \$180 Additional Pool/Spa

☐ \$50 Service Fee Buy Down to \$75

☐ \$50 Septic System

Totals

\$ _____ Service Agreement

\$ _____ Seller A/C and Heat Pump Option

\$ _____ Buyer Option(s)

\$ _____ State Sales Tax (where applicable)

\$ _____ **Total Due**

PROPERTY INFORMATION

Home to be Covered

Address _____

City _____ State _____ Zip _____

Mailing address if different from above:

Address _____

City _____ State _____ Zip _____

Home Seller(s) and Buyer(s) Information

Seller(s) Name _____

Phone _____ Email _____

Buyer(s) Name _____

Phone _____ Email _____

☐ **Go Green - I want to go paperless!**

Receive your confirmation and download your Home Warranty Service Agreement electronically. (Be sure to provide email above.)

Agent Information

Service Agreement being purchased by: ☐ Seller ☐ Buyer ☐ Other

Seller's Agent Information

Agent Name _____

Real Estate Office _____

Phone _____ Email _____

Buyer's Agent Information

Agent Name _____

Real Estate Office _____

Phone _____ Email _____

Closing Agency/Title Company

Name _____

Address _____

Closing Date _____ File # _____

Phone _____ Email _____

Sales tax may apply. 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, administering and advertising. Payment can be made by check or credit card. Payments outside of close of sale are accepted.

MAKE CHECKS PAYABLE TO: Home Buyers Resale Warranty Corporation, PO Box 952848, St. Louis, MO 63195-2848

☐ **I accept to purchase coverage.**

☐ **Waiver:** After being advised of the benefits and cost of this Service Agreement, I decline coverage. I agree to hold the Broker and/or Agent harmless if there is a failure later that would have been covered under this Service Agreement.

Seller
Signature _____ Date _____

Buyer
Signature _____ Date _____

Seller, by signing you acknowledge that you have read this Home Warranty Service Agreement, including all terms and conditions. The Seller hereby represents that known pre-existing defects have been declared to the Buyer and that all items for which coverage is provided are in satisfactory operating condition. **Buyer**, by signing you acknowledge that you have read this Home Warranty Service Agreement, including all terms and conditions, and understand 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. THE PURCHASE OF A RESIDENTIAL HOME WARRANTY SERVICE AGREEMENT IS OPTIONAL AND SIMILAR COVERAGE MAY BE PURCHASED THROUGH OTHER RESIDENTIAL SERVICE COMPANIES OR INSURANCE COMPANIES AUTHORIZED TO TRANSACT BUSINESS.**



REAL ESTATE

Home Warranty Service Agreement



ENROLL: 2-10.com/agent | 800.795.9595

REQUEST SERVICE: 2-10.com/homeowner

Covered items:

	SUPREME	SELLER
NEW Happy Home Lock & Hardware SM	●	-
Air Conditioning and Heat Pump (up to two systems)	●	\$50
Appliance Color Match SM	●	●
Attic and Exhaust Fans	●	●
Built-In Bathtub Whirlpool Motor and Pump	●	●
Built-In Microwave	●	●
Crane Cost	●	●
Dishwasher	●	●
Drain Line Stoppages	●	●
Electrical Switches, Outlets and Panels	●	●
Electrical and Telephone Wiring	●	●
'Even If' Service Fee Guarantee SM	●	●
Fire and Burglar Alarms	●	●
Garage Door Openers (up to three)	●	●
Garbage Disposal	●	●
Heating System (up to two systems)	●	●
Permanently Installed Sump Pump	●	●
Plenum Modifications	●	●
Plumbing System	●	●
Range, Oven, Cooktop and Vent Hood	●	●
Refrigerator - INCLUDING ICE MAKER	●	●
SEER Matching	●	●
Steam or Hot Water Heat Systems	●	●
Thermostats - INCLUDING ALL TYPES	●	●
Toilet Assembly Parts	●	●
Unlimited Refrigerants	●	●
Water Heaters (multiple units)	●	●
Washer and Dryer	●	●
Baskets and Hinges	●	●
Code Violations and Modifications	●	●
Condensing/Package Unit Pads	●	●
Electrical Cut-Off Switches	●	●
Exterior Hose Bibbs	●	●
Faucets and Handles	●	●
Filters	●	●
Garage Door Hinges, Springs and Remote Units	●	●
Glass/Ceramic Cooktops	●	●
Handles and Knobs	●	●
Haul Away/Disposal Fees	●	●
Ice Crushers and Beverage Dispenser	●	●
Improper Installation/Repair/Modification	●	●
Refrigerant Recovery	●	●
Rotisseries, Racks and Rollers	●	●
Self Cleaning Mechanisms	●	●
Shower Heads	●	●
Soap Dispensers	●	●
Window Units	●	●

Wherever you see this symbol, it indicates our industry exclusive coverage and our recommendations for maximum value and protection for your home.

SUPREME

BUYER COVERAGE

\$595

with \$100 Service Fee

SELLER

Complimentary*

with \$100 Service Fee

*Complimentary where allowed by law.

Multi-year pricing available upon request.

ADDITIONAL BUYER OPTIONS:

Additional Refrigerator, Built-In Wine Cooler, Freestanding Freezer or Wet Bar Refrigerator (sold separately)	\$50
NEW Luxury Package	\$100
Pool/Spa Freshwater	\$180
Pool/Spa Saltwater	\$355
Additional Pool/Spa	\$180
Septic System	\$50
Well Pump	\$75
Extended Pipe Leak	\$60
Roof Leak	\$100
Service Fee Buy Down to \$75	\$50

NEW CONSTRUCTION: \$750 SUPREME

3 years of systems and appliances protection
Complements 2-10 HBW structural warranty

