

SHOULD YOU NEED SERVICE

PLEASE READ THIS CONTRACT CAREFULLY and then place your claim at www.firstam.com/warranty or by calling (855) 851-3454.

Have your Contract number, make or model of covered Item and complete street address available. You will pay the \$65 service call fee when the independent contractor (Contractor) arrives at your home.

IMPORTANT

This is a Contract for repair or replacement of specified appliances and home systems. This Contract covers only the Items specifically identified in this Contract as covered and excludes all others. Items are not covered unless they are in safe working order at the start of coverage. To be covered, Items must be installed for diagnosis and located within the confines of the perimeter of the foundation of the primary living quarters or garage (except well pump, septic tank, sewage ejector pump, pressure regulator, air conditioning and pool/spa equipment; when applicable). This Contract provides coverage for unknown defects if the defect is not detectable through visual inspection or simple mechanical test (excluding renewal and non-real estate transaction customers). Items include malfunctioning systems and appliances due to lack of maintenance, rust, corrosion and chemical or sedimentary build-up. Unless specified otherwise, any dollar limit mentioned is in the aggregate. **First American Home Buyers Protection Corporation (Company) will not reimburse you for services performed without prior approval.**

COVERAGE TIME AND RENEWAL

You must report defects or malfunctions to Company during the term of this Contract.

1. Coverage begins on Contract Effective Date and continues for 12 months.
2. Auto Renewals:
 - A. If the monthly payment option is selected, you will be automatically renewed for an additional annual period of coverage, unless you notify Company in writing 30 days prior to the expiration of this Contract. Your first payment for the next Contract is deemed authorization for an additional 12 month Contract.
3. Offer for future coverage is at Company's sole discretion. You will be notified of rates and terms for continuation of coverage.

BASIC CONTRACT COVERAGE

Company shows examples of components "not covered" to assist your understanding of this Contract; and examples are not exhaustive. **It is also important to review Limits of Liability as well as the Options Ordered section of your Home Warranty Summary page.**

PLUMBING – COVERED

- ✓ Pressure regulators
- ✓ Circulating hot water pump
- ✓ Whirlpool bath motor, pump and air switch assemblies
- ✓ Permanently installed sump pumps (ground water only)
- ✓ Valves: shower, tub, diverter, riser, angle stop and gate valves
- ✓ Leaks and breaks of water, drain, gas, vent or sewer lines (except caused by freezing)
- ✓ Toilet tanks, bowls and mechanisms (replaced with white builder's standard as necessary)

NOT COVERED: FIXTURES, FAUCETS, FILTER, SHOWER HEAD, SHOWER ARM, SHOWER ENCLOSURE AND BASE PAN, CAULKING AND GROUTING, SEPTIC TANK, HOSE BIBBS, FLOW RESTRICTIONS IN FRESH WATER LINES, WATER CONDITIONING EQUIPMENT, SEWAGE EJECTORS, SAUNAS OR STEAM ROOMS, WHIRLPOOL JETS AND FIRE SUPPRESSION SYSTEMS.

NOTE: COMPANY IS ONLY RESPONSIBLE FOR PROVIDING ACCESS FOR COVERED PLUMBING REPAIRS THROUGH UNOBSTRUCTED WALLS, FLOORS OR CEILINGS AND WILL RETURN THE OPENING TO A ROUGH FINISH. COVERAGE FOR DIAGNOSIS, ACCESS, REPAIR OR REPLACEMENT OF ITEMS LOCATED IN OR BELOW A CONCRETE SLAB AND ITEMS ENCASED IN OR COVERED BY CONCRETE IS LIMITED UP TO \$500.

PLUMBING STOPPAGES – COVERED

- ✓ Clearing of stoppages in sink, tub, shower drains and toilets. Clearing of sewer and mainline stoppages (including hydrojetting if stoppage is unable to be cleared with cable) to 125 feet of point of access where ground level cleanout is existing. Clearing of lateral drain lines to 125 feet from point of access including accessible cleanout, p-trap, drain or overflow access point.

NOT COVERED: STOPPAGES CAUSED BY FOREIGN OBJECTS, ROOTS, COLLAPSED OR BROKEN LINES OUTSIDE THE FOUNDATION, ACCESS TO DRAIN OR SEWER LINES FROM ROOF VENT AND COSTS TO LOCATE, ACCESS OR INSTALL A GROUND LEVEL CLEANOUT.

HEATING – COVERED

- | | |
|------------------------------------|---------------------------------|
| ✓ Heat pump | ✓ Radiators |
| ✓ Heating elements | ✓ Gas valves to furnace |
| ✓ Baseboard convectors | ✓ Gas, electrical, oil furnaces |
| ✓ Hydronic circulating pumps | ✓ Thermostats (including base) |
| ✓ Heat pump refrigerant recharging | |

NOT COVERED: AUXILIARY SPACE HEATERS, CABLE HEAT, MINI-SPLIT DUCTLESS SYSTEMS (INCLUDING HEAT PUMP VERSIONS), HUMIDIFIER/DEHUMIDIFIER SYSTEMS OR ACCESSORIES, FILTERS (INCLUDING ELECTRONIC AIR CLEANERS), REGISTERS, FUEL STORAGE TANKS, HEAT LAMPS, FIREPLACES AND KEY VALVES, BASEBOARD CASINGS AND GRILLS, CHIMNEYS, FLUES AND VENTS, UNDERGROUND OR OUTSIDE COMPONENTS AND PIPING FOR GEOTHERMAL OR WATER SOURCE HEAT PUMPS, WELL PUMPS AND WELL PUMP COMPONENTS FOR GEOTHERMAL OR WATER SOURCE HEAT PUMPS, GRAIN, PELLET, OR WOOD HEATING UNITS (EVEN IF ONLY SOURCE OF HEATING), ELECTRONIC, COMPUTERIZED, PNEUMATIC AND MANUAL SYSTEM MANAGEMENT AND ZONE CONTROLLERS AND HEAT PUMP REFRIGERANT RECAPTURE, RECLAIM AND DISPOSAL.

NOTE:

- ◆ COVERAGE FOR DIAGNOSIS, ACCESS, REPAIR OR REPLACEMENT OF ANY GEOTHERMAL OR WATER SOURCE HEAT PUMP, GLYCOL, HEATED WATER, STEAM OR WATER HEATER/HEATING COMBINATION UNIT IS LIMITED UP TO \$1,500.
- ◆ IF COMPANY DETERMINES THAT A PACKAGE UNIT OR THE CONDENSER OF A CENTRAL AIR CONDITIONING OR HEAT PUMP SPLIT SYSTEM MUST BE REPLACED, COMPANY WILL REPLACE THE UNIT WITH A UNIT THAT MEETS CURRENT FEDERAL, STATE OR LOCAL GOVERNMENT EFFICIENCY STANDARDS. THIS NOTE ALSO APPLIES TO CENTRAL AIR CONDITIONING.

DUCTWORK – COVERED

- ✓ Ductwork from the heating or cooling unit to the connection at register or grill.

NOT COVERED: GRILLS AND REGISTERS, IMPROPERLY SIZED DUCTWORK, INSULATION, DAMPERS AND DUCTWORK WHERE ASBESTOS IS PRESENT.

NOTE: COMPANY IS ONLY RESPONSIBLE FOR PROVIDING ACCESS FOR COVERED DUCTWORK REPAIRS THROUGH UNOBSTRUCTED WALLS, FLOORS OR CEILINGS AND WILL RETURN THE OPENING TO A ROUGH FINISH. COVERAGE FOR DIAGNOSIS, ACCESS, REPAIR OR REPLACEMENT OF DUCTWORK LOCATED IN OR BELOW A CONCRETE SLAB AND ITEMS ENCASED IN OR COVERED BY CONCRETE IS LIMITED UP TO \$500.

WATER HEATER (Includes tankless water heaters) – COVERED

- ✓ All parts, except;

NOT COVERED: HOLDING OR STORAGE TANKS, FLUES AND VENTS, FUEL STORAGE TANKS AND SOLAR EQUIPMENT.

NOTE: COVERAGE FOR DIAGNOSIS, ACCESS, REPAIR OR REPLACEMENT OF ANY GEOTHERMAL OR WATER SOURCE HEAT PUMP, GLYCOL, HEATED WATER, STEAM OR WATER HEATER/HEATING COMBINATION UNIT IS LIMITED UP TO \$1,500.

ELECTRICAL – COVERED

- | | |
|-------------------------|---|
| ✓ Plugs | ✓ Wiring |
| ✓ Conduit | ✓ Junction boxes |
| ✓ Telephone wiring | ✓ Switches and fuses |
| ✓ Panels and sub panels | ✓ Circuit breakers (including ground fault) |

NOT COVERED: DOOR BELLS, COMPUTER, AUDIO, VIDEO, INTERCOM, FIXTURES, ALARM – AND ALL ASSOCIATED WIRING OR CABLES. INADEQUATE WIRING CAPACITY, SENSOR, RELAY, LOW VOLTAGE SYSTEMS, POWER SURGES, TIMED CIRCUITS, PHONE JACKS AND WIRING WHICH IS THE PROPERTY OF THE PHONE COMPANY.

NOTE: COMPANY IS ONLY RESPONSIBLE FOR PROVIDING ACCESS FOR COVERED ELECTRICAL REPAIRS THROUGH UNOBSTRUCTED WALLS, FLOORS OR CEILINGS AND WILL RETURN THE OPENING TO A ROUGH FINISH.

KITCHEN APPLIANCES – COVERED

- | | |
|-------------------------------|----------------------------------|
| ✓ Dishwasher | ✓ Trash Compactor |
| ✓ Garbage Disposal | ✓ Oven/Range/Cooktop |
| ✓ Instant Hot Water Dispenser | ✓ Microwave Oven (built-in only) |

NOT COVERED: ROTISSERIES, HANDLES, LIGHTS, KNOBS, DIALS, RACKS, BASKETS, ROLLERS, REMOVABLE TRAYS, REMOVABLE BUCKETS, DOOR GLASS, INTERIOR LINING, LOCK ASSEMBLIES, MAGNETIC INDUCTION COOKTOPS, MEAT PROBE ASSEMBLIES AND CLOCKS (UNLESS THEY AFFECT THE PRIMARY FUNCTION OF THE UNIT).

GARAGE DOOR OPENERS – COVERED

- ✓ Motor
- ✓ Capacitor
- ✓ Switches
- ✓ Receiver unit
- ✓ Carriage
- ✓ Track assembly
- ✓ Push arm

NOT COVERED: REMOTE TRANSMITTERS, ADJUSTMENTS, DOORS, HINGES AND SPRINGS.

CENTRAL VACUUM SYSTEM – COVERED

- ✓ All parts, except;

NOT COVERED: HOSES AND ACCESSORIES WHICH ARE REMOVABLE.

NOTE: COMPANY IS NOT RESPONSIBLE FOR GAINING OR CLOSING ACCESS TO FLOORS, WALLS OR CEILINGS TO LOCATE THE MALFUNCTION OR TO EFFECT REPAIR OR REPLACEMENT.

ATTIC AND EXHAUST FANS – COVERED

- ✓ All parts.

CEILING FANS – COVERED

- ✓ All parts, except;

NOT COVERED: LIGHT KITS AND REMOTE TRANSMITTERS.

OPTIONAL COVERAGE

NOTE: The Contract holder may purchase optional coverage up to 30 days from Contract Effective Date. Such coverage is not effective until payment is received by Company and coverage terminates upon Contract expiration. To view options purchased, please go to Options Ordered section of your Home Warranty Summary page that precedes this Contract.

CENTRAL AIR CONDITIONING – COVERED (if purchased)

- ✓ Refrigeration System (Includes heat pump)
 - Thermostats
 - Refrigerant lines
 - Liquid and suction line dryers
 - Fuses, breakers, disconnect boxes and wiring
 - Evaporator coils (including thermostatic expansion valves)
 - Condensing unit
 - Air handling unit
 - Refrigerant recharging
- ✓ Evaporative Cooler
- ✓ Built-in Electric Wall Units

NOT COVERED: MINI-SPLIT DUCTLESS SYSTEMS (INCLUDING HEAT PUMP VERSIONS), HUMIDIFIER/DEHUMIDIFIER SYSTEMS OR ACCESSORIES, REGISTERS, GRILLS, FILTERS (INCLUDING ELECTRONIC AIR CLEANERS), GAS AIR CONDITIONERS, WINDOW UNITS, UNDERGROUND OR OUTSIDE PIPING AND COMPONENTS FOR GEOTHERMAL OR WATER SOURCE HEAT PUMPS, COOLER PADS, ROOF JACKS OR STANDS, ELECTRONIC, COMPUTERIZED, PNEUMATIC AND MANUAL SYSTEM MANAGEMENT AND ZONE CONTROLLERS AND REFRIGERANT RECAPTURE, RECLAIM AND DISPOSAL.

NOTE:

- ◆ COVERAGE FOR DIAGNOSIS, ACCESS, REPAIR OR REPLACEMENT OF ANY GEOTHERMAL OR WATER SOURCE HEAT PUMP, GLYCOL, HEATED WATER, STEAM OR WATER HEATER/HEATING COMBINATION UNIT IS LIMITED UP TO \$1,500.
- ◆ IF COMPANY DETERMINES THAT A PACKAGE UNIT OR THE CONDENSER OF A CENTRAL AIR CONDITIONING OR HEAT PUMP SPLIT SYSTEM MUST BE REPLACED, COMPANY WILL REPLACE THE UNIT WITH A UNIT THAT MEETS CURRENT FEDERAL, STATE OR LOCAL GOVERNMENT EFFICIENCY STANDARDS.
- ◆ WHEN REPLACING A CENTRAL AIR CONDITIONING OR HEAT PUMP SPLIT SYSTEM, COMPANY WILL REPLACE ANY COVERED COMPONENT AS WELL AS MODIFY THE PLENUM, INDOOR ELECTRICAL, AIR HANDLING TRANSITION AND DUCT CONNECTIONS AS NECESSARY TO MAINTAIN COMPATIBILITY AND OPERATING EFFICIENCY AS REQUIRED BY THE MANUFACTURER OF THE REPLACEMENT UNIT, INCLUDING THE INSTALLATION OF THERMOSTATIC EXPANSION VALVES.

POOL/SPA EQUIPMENT – COVERED (if purchased)

- | | |
|------------------------------|--|
| ✓ Filters | ✓ Pumps |
| ✓ Timers | ✓ Valves |
| ✓ Circuit board | ✓ Heating units |
| ✓ Pump motors | ✓ Salt water cell |
| ✓ Pool sweep motor and pumps | ✓ Above ground plumbing and electrical |

NOT COVERED: ALL CLEANING EQUIPMENT, INCLUDING POP UP HEADS, TURBO VALVES, POOL SWEEPS, LINERS, LIGHTS, STRUCTURAL DEFECTS, SOLAR EQUIPMENT, INACCESSIBLE COMPONENTS, HUMIDIFIER/DEHUMIDIFIER SYSTEMS OR ACCESSORIES, JETS AND RESPECTIVE PARTS AND COMPONENTS, FUEL STORAGE TANKS, FILL VALVES, ELECTRONIC, COMPUTERIZED, PNEUMATIC AND MANUAL SYSTEM MANAGEMENT AND ZONE CONTROLLERS, DISPOSABLE FILTRATION MEDIA, CHLORINATORS, OZONATORS AND OTHER WATER CHEMISTRY CONTROL EQUIPMENT AND MATERIALS, AUXILIARY, NEGATIVE EDGE, WATERSLIDE, WATERFALL, ORNAMENTAL FOUNTAIN AND THEIR PUMPING AND MOTOR SYSTEMS OR ANY OTHER PUMP OR MOTOR THAT DOES NOT CIRCULATE WATER FROM THE POOL OR SPA DIRECTLY INTO THE MAIN FILTRATION SYSTEM AS ITS PRIMARY FUNCTION, HEAT PUMPS, SALT, PANEL BOX, REMOTE CONTROLS AND DIALS.

NOTE: COVERAGE FOR SALT WATER POOL/SPA EQUIPMENT SALT WATER CELL AND CIRCUIT BOARD IS LIMITED UP TO \$1,500.

KITCHEN REFRIGERATOR (Limit up to \$2,500) – COVERED (if purchased)

- ✓ All parts, except;

NOT COVERED: INSULATION, RACKS, SHELVES, DRAWERS, TRACKS, HANDLES, LIGHTS, ICE CRUSHERS, BEVERAGE DISPENSERS AND THEIR RESPECTIVE EQUIPMENT, INTERIOR THERMAL SHELLS, FOOD SPOILAGE, STAND ALONE FREEZERS, REFRIGERATORS LOCATED OUTSIDE KITCHEN AREA AND REFRIGERANT RECAPTURE, RECLAIM AND DISPOSAL.

NOTE:

- ◆ COVERAGE IS FOR ANY ONE OF THE FOLLOWING TYPES OF KITCHEN REFRIGERATOR/FREEZER UNITS: A BUILT-IN KITCHEN REFRIGERATOR/FREEZER UNIT, A BUILT-IN COMBINATION OF AN ALL REFRIGERATOR UNIT AND AN ALL FREEZER UNIT, OR A FREE STANDING KITCHEN REFRIGERATOR/FREEZER.

- ◆ **REPAIR OR REPLACEMENT OF ICE MAKERS WILL ONLY BE COMPLETED WHEN PARTS ARE AVAILABLE.**

ADDITIONAL REFRIGERATION (Limit up to \$1,000) – COVERED (if purchased)

This option provides coverage for the following with a combined total of four appliances: additional refrigerator, wet bar refrigerator, wine refrigerator, free standing freezer and free standing ice maker.

- ✓ All parts of a refrigerator (including wet bar and wine refrigerator) and free standing freezer, except;

NOT COVERED: KITCHEN REFRIGERATOR, INSULATION, RACKS, SHELVES, DRAWERS, TRACKS, HANDLES, LIGHTS, ICE MAKERS, ICE CRUSHERS, BEVERAGE DISPENSERS AND THEIR RESPECTIVE EQUIPMENT, INTERIOR THERMAL SHELLS, FOOD SPOILAGE AND REFRIGERANT RECAPTURE, RECLAIM AND DISPOSAL.

- ✓ Free standing ice maker:
All parts which affect the primary function of the ice maker and water dispenser, except;

NOT COVERED: FILTERS, REMOVABLE COMPONENTS WHICH DO NOT AFFECT THE PRIMARY FUNCTION, INTERIOR THERMAL SHELLS, INSULATION AND REFRIGERANT RECAPTURE, RECLAIM AND DISPOSAL.

CLOTHES WASHER AND DRYER – COVERED (if purchased)

- ✓ All parts, except;

NOT COVERED: PLASTIC MINI-TUBS, SOAP DISPENSERS, FILTER AND LINT SCREENS, KNOBS AND DIALS, VENTING AND DAMAGE TO CLOTHING.

LIMITS OF LIABILITY

1. Common areas and facilities of mobile home parks and condominiums are not covered. If dwelling is 5 units or more, common systems and appliances not located within the confines of each individual unit are excluded.
2. Repairs or replacements required as a result of missing parts, fire, flood, smoke, lightning, freeze, earthquake, theft, storms, accidents, mud, war, riots, vandalism, improper installation, acts of God, damage from pests, lack of capacity or misuse are not covered by this Contract.
3. Liability is limited to repair or replacement cost of Item due to normal wear and tear. Cosmetic defects are not covered.
4. Company is not responsible for consequential, incidental, emotional distress, pain or suffering, tort or exemplary damages, secondary damage, loss resulting from the malfunction of any Item, or a Contractor's delay or neglect in providing, or failing to provide, repair or replacement of an Item.
5. Solar systems and components including holding tanks are not covered. Electronic, computerized, pneumatic and manual system management and zone controllers are not covered.

6. Company is not responsible for the following: any corrections, repairs, replacements, upgrades, inspections or other additional costs to comply with federal, state or local laws, utility regulations, zoning or building codes; paying any costs relating to permits, haul away fees, construction, carpentry or relocation of equipment; gaining or closing access to Items except where noted in this Contract; and, alterations or modifications made necessary by existing equipment or installing different equipment except where noted in the Central Air Conditioning section of this Contract. Company will not alter structure to effect repair or replacement, nor refinish or replace cabinets, countertops, tile, paint, wall or floor coverings or the like.
7. Company will not effect service involving hazardous or toxic materials, including asbestos or any other contaminants. Company is not responsible for any claim arising out of any pathogenic organisms regardless of any event of cause that contributed in any sequence to damage or injury. Pathogenic organisms mean any bacteria, yeasts, mildew, virus, fungi, mold or their spores, mycotoxins or other metabolic products.
8. Contract covers only single family residential-use property, residential-use resale property or residential-use new construction property. Residential property over 5,000 square feet, multiple units, guest houses and other structures are covered if the appropriate fee is paid. Contract is for owned or rented residential property, not for commercial property or premises converted into a business, including but not limited to, nursing/care homes, fraternity/sorority houses or day care centers.
9. Company will determine, at its sole discretion, whether a covered system or appliance will be repaired or replaced. When replacing any appliance, Company will not pay for any failures that do not contribute to the appliance's primary function including, without limitation, TVs or radios built into the kitchen refrigerator. Company will replace with equipment of similar features, efficiency and capacity but is not responsible for matching brand, dimensions or color. Company may install a smaller capacity unit, including but not limited to water heaters and furnaces, if the projected output of the replacement unit is similar to, or greater than, the replaced existing unit. Company reserves the right to replace with a rebuilt component or part or repair systems and appliances with non-original manufacturer's parts.
10. Company may obtain a second opinion.
11. Company is not responsible for repairs arising from manufacturer's recall of covered Items, manufacturer's defects or for Items covered under an existing manufacturer's, distributor's or in-home warranty. The covered Items must be domestic or commercial grade and specified by the manufacturer for residential use.
12. Company is not responsible for repair or replacement of any system, appliance, component or part thereof that has previously, or is subsequently, determined to be defective by the Consumer Product Safety Commission or the manufacturer, and for which either entity has issued, or issues a warning or recall, or when a failure is caused by manufacturer's improper design, use of improper materials, formula, manufacturing process or manufacturing defect.
13. This Contract does not cover routine maintenance.

CUSTOMER SERVICE

1. Telephone service is available at all times. During normal working hours your call will be dispatched within 4 hours of confirmation of coverage. The services contracted for will be initiated under normal circumstances by the Contractor within 48 hours after request is made by the Contract holder. Contract holder's telephone call to Company describing the problem is considered sufficient notice. Company will commence diagnosis without first requiring the completion of a written claim form or other such form of proof of loss. When your coverage is confirmed, Company will dispatch your call to a qualified Contractor. The Contractor will call you to schedule a mutually convenient appointment time; additional efforts are made in emergency situations. If you should request Company to perform non-emergency service outside of normal business hours, you will be responsible for payment of additional fees, including overtime charges.
2. Contract holder pays the \$65 service call fee for each separate trade call. Trade call means each visit by an approved Contractor, unless multiple visits are required to remedy the same problem. Persons dispatched for trade calls are independent contractors, not agents or employees of the Company. Company warrants Contractor's work for 30 days. If the Item fails outside this time period, an additional service call fee will be charged. Failure to pay the service call fee may delay processing of future claims.
3. Sometimes Company may not be able to locate a contractor to service your claim and may request that you contact an independent licensed contractor. Covered repairs or replacements will be authorized if the work can be completed at an agreed upon rate. If your contractor does not bill Company directly you will be reimbursed the authorized amount upon receipt of a paid invoice.
4. Contract holder and Company may agree on payment of cash in lieu of repair or replacement. Payment is made based on Company's negotiated rates with its suppliers, which may be less than retail.
5. Sometimes there are problems and delays in securing parts or equipment. When the Items are secured, they are installed promptly without any further service charge.

TRANSFER OF CONTRACT

If your covered property is sold during the term of this Contract, you have the right to assign this Contract provided that you notify Company of the change in ownership and must submit the name of the new owner by phoning (800) 444-9030 to transfer coverage.

CANCELLATION

Obligations of this Contract are backed by the full faith and credit of the Contract Provider, First American Home Buyers Protection Corporation (Company), and are not guaranteed by a service contract reimbursement insurance policy.

This Contract provides for a 30-day review period and may be cancelled up to the 30th day from the Contract Effective Date for a full refund provided no claims have been made. After 30 days if a claim has been made, this Contract is noncancelable other than by mutual agreement of the Contract holder and Company.

Contract holder's request for cancellation must be in writing and can be submitted to cancellationsupport@firstam.com.

Company will not cancel your Contract except for any of the following reasons:

1. Nonpayment of Contract fees when due.
2. The subscriber's fraud or misrepresentation of facts material to the issuance of this Contract, or in presenting a claim for service thereunder.

If this Contract is cancelled, the Contract holder shall be entitled to a pro rata refund of the paid Contract fee for the unexpired term, less a \$50 administrative fee and all service costs incurred by Company.

YOUR DUTIES

You are responsible for the following: (i) Protecting appliances/systems; (ii) Reporting claims promptly; (iii) Installing and maintaining appliances/systems following manufacturer's specifications and (iv) Maintenance if the Contractor determines it is required to achieve manufacturer results of systems and appliances.

RESOLUTION OF DISPUTES

This provision constitutes an agreement to arbitrate disputes on an individual basis. Any party may bring an individual action in small claims court instead of pursuing arbitration.

All disputes and claims arising out of or relating to the Contract must be resolved by binding arbitration. This agreement to arbitrate includes, but is not limited to, all disputes and claims between Company and the Homeowner, Company and the Seller, and claims that arose prior to purchase of the Contract. This agreement to arbitrate applies to Company, Homeowner and Seller, and their respective parent and subsidiary companies, affiliates, agents, employees, predecessors and successors in interest, assigns, heirs, spouses, and children. **As noted above, a party may elect to bring an individual action in small claims court instead of arbitration, so long as the dispute falls within the jurisdictional requirements of small claims court.**

Any arbitration must take place on an individual basis, and Company, the Homeowner and the Seller agree that they are waiving any right to a jury trial and to bring or participate in a class, representative, or private attorney general action, and further agree that the arbitrator lacks the power to consider claims for injunctive or declaratory relief, or to grant relief affecting anyone other than the individual claimant.

The arbitration is governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. Company will pay all AAA filing, administration and arbitrator fees for any arbitration it initiates and for any arbitration initiated by another party for which the value of the claims is \$75,000 or less, unless an arbitrator determines that the claims have been brought in bad faith or for an improper purpose, in which case the payment of AAA fees will be governed by the AAA Rules.

The arbitration will take place in the same county in which the property covered by the Home Warranty Contract is located. The Federal Arbitration Act will govern the interpretation, applicability and enforcement of this arbitration agreement. This arbitration agreement will survive the termination of this Warranty Contract.

AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements and understandings of the Parties. No modifications to this Agreement are effective unless in writing and signed by both Parties.

SAMPLE