

Home Warranty of America

I. GENERAL COVERAGE PROVISIONS

A. Coverage

1. During the Coverage Period, Home Warranty of America, Inc. ("HWA") sole responsibility will be to arrange for an Authorized Repair Technician to provide Service(s) for Covered Systems and Components located on the Covered Property in accordance with the definitions, terms and conditions of this Contract.
2. Unless otherwise stated in section IV below, coverage begins on the Coverage Period Start Date, thirty (30) days following initial payment and Contract Start Date. Any services needed prior to the Coverage Period Start Date are the sole responsibility of the Home Owner.
3. Coverage will only apply to system and component malfunctions explicitly listed as "Included." Certain items may not be covered by this Contract. Refer to the "Covered Systems and Components" and "Limitations and Exclusions" sections on the following pages for coverage details.
4. This Contract does not cover known Defects.
5. HWA IS NOT AN AUTHORIZED REPAIR TECHNICIAN and will not actually be performing the repair or replacement of any systems or components.
6. HWA's obligation to pay for the repair or replacement of Covered Systems and Components under this Contract is limited to \$5,000 per covered item and \$15,000 in the aggregate during the Contract Period, subject to the further limitations set forth herein.
7. HWA is the provider, seller and administrator of this Contract. This is not a contract for insurance. Obligations of the provider under this Contract are backed only by the full faith and credit of the provider (issuer) and are not guaranteed under a reimbursement insurance policy.

B. Definitions

1. "Authorized Repair Technician" means the service contractor HWA dispatches in response to Your request for Service.
2. "Contract" means this service contract between You and HWA including the Coverage Letter.
3. "Contract Start Date" means the start date of the Contract.
4. "Coverage Period Start Date" means the date the Covered Property is eligible for Coverage, which is thirty (30) days following the Contract Start Date.
5. "Coverage Letter" means the letter attached to this Contract that includes Your specific coverage information.
6. "Coverage Period" means the duration of time identified on the Coverage Letter.
7. "Covered Property" means the address that is eligible for coverage and identified on the Coverage Letter. The Covered Property must be a single-family home, town home or condominium (including manufactured housing, which must be anchored to a permanent foundation and not moved during the duration of this Contract) under 5,000 square feet, unless:
 - a) An alternative dwelling type (i.e., 5,000 square feet or more, new construction or multiple units) is applied for by phoning 1-888-HWA-RELY, and
 - b) Such alternative dwelling type is approved by HWA as a Covered Property. Covered Property must be owned or rented residential-use property, not commercial property or residential property converted into a business.
8. "Covered Systems and Components" means: (a) systems and components as specifically described herein as "Included" and (b) that are located inside the confines of the main foundation of the Covered Property and (c) are in proper working order on the Coverage Period Start Date and (d) become inoperative due to normal wear and tear. Attached garages, detached garages, pools, spas, well pumps, septic tank pumps and air conditioners are included in this definition.
9. "Defects" means any imperfection, flaw, or deficiency.
10. "Home Owner" means any Customer who owns the Covered Property.
11. "Service" or "Services" mean the diagnosis and performance of the work, including parts and labor, to repair or replace any Covered System and Component that becomes inoperable due to a mechanical failure caused by routine wear and tear in accordance with the provisions set forth in this Contract.
12. "Service Request" means Home Owner contacting HWA online or via phone to file a claim.
13. "Service Visit" means the act of an Authorized Repair Technician going to a Covered Property in response to a Service Request.
14. "Trade Call Fee" means an amount due by You for a Service Visit by an Authorized Repair Technician as listed on the Coverage Letter.
15. You and "Your" and the "Customer" means the person contracting for Services covered by this Contract and whose name(s) appear on the Coverage Letter.
16. "SEER Standard" means current U.S. Department of Energy Seasonal Energy Efficiency Ratio (SEER) requirement for the state of the Covered Property.

II. COVERAGE DURATION

- A. Home Owner's coverage begins on the Coverage Period Start Date and ends on the last day of the Coverage Period provided initial payment is received on or before the Contract Start Date.
- B. IF YOU SELECTED A REGULAR PAYMENT OPTION AND WE ELECT TO RENEW YOUR PLAN, WE WILL NOTIFY YOU OF THE TERMS (INCLUDING ANY INCREASE TO THE PRICE OF THE PLAN(S)) WITHIN THIRTY (30) DAYS PRIOR TO EXPIRATION OF COVERAGE. YOU WILL AUTOMATICALLY BE RENEWED FOR ONE (1) YEAR UNLESS YOU NOTIFY US, IN WRITING, PRIOR TO THE PLAN EXPIRATION, BY MAIL: P.O. BOX 850, LINCOLNSHIRE, IL 60069 OR BY EMAIL: CANCEL@HWAHOMEWARRANTY.COM. YOUR FIRST RENEWAL PAYMENT WILL SERVE AS YOUR AUTHORIZATION FOR ANOTHER YEAR. IF YOU REQUEST TO CANCEL AFTER AUTOMATIC RENEWAL TAKES PLACE, WE WILL HONOR YOUR REQUEST TO CANCEL IMMEDIATELY PURSUANT TO SECTION VIII.E.BELOW. IF YOU HAVE ANY QUESTIONS, OUR TOLL FREE NUMBER IS 1-888-492-7359. YOU MAY CANCEL THIS CONTRACT AT ANY TIME AS DESCRIBED IN SECTION VIII.E.BELOW.
- C. PRICE AND PAYMENT. The amount of Your monthly charge or the amount You paid in full for the initial one-year term for the Plan(s) You have selected is set forth on Your Coverage Letter. Payment may be made in monthly installments or in full at the Contract Start Date or commencement of the renewal term(s), depending on the applicable payment method. You agree to make payment and such payments will be drafted from a pre-authorized credit card or checking account, based on the payment plan You choose. You will not receive a monthly or annual bill. If Your payments are not current, We may refuse to provide service under the Plan(s). Except as otherwise specifically stated in this Contract, Your payments are non-refundable. Nevada residents see Section VIII.E. Cancellations below.

III. SERVICE CALLS

- A. You (including tenant if specifically authorized by the Home Owner) must notify HWA for Service Requests to be performed under this Contract as soon as the problem is discovered. HWA will accept Service Requests 24 hours a day, 7 days a week, 365 days a year at 1-888-HWA-RELY or online at www.HWAHomeWarranty.com. In order for the Service Request to be covered, notice must be given to HWA prior to expiration of this Contract.
- B. HWA will dispatch Service Requests to an Authorized Repair Technician within 48 hours. If You should request HWA to perform non-emergency Service outside of normal business hours, You will be responsible for any additional fees and/or overtime charges.
- C. In emergency situations HWA will determine what repairs constitute an emergency and will make reasonable efforts to expedite emergency Service (emergency usually considered to be loss of life or peril).
- D. HWA has the sole and absolute right to select the Authorized Repair Technician to perform the Service; and HWA will not reimburse for Services performed without HWA's prior approval.
- E. You will pay the Trade Call Fee or the actual cost of the Services covered under this Contract, whichever is less. The Trade Call Fee is for each visit by an Authorized Repair Technician, except as noted below, and is payable to the Authorized Repair Technician at the time of each visit. The Trade Call Fee applies to each call dispatched and scheduled, including but not limited to those calls wherein coverage is deemed Excluded, or denied. The Trade Call Fee is due if You fail to be present at a scheduled time, or in the event You cancel a Service call at the time an Authorized Repair Technician is on the way to Your home or at Your home. Failure to pay the Trade Call Fee will result in suspension of coverage until such time as the appropriate Trade Call Fee is paid; coverage will be reinstated, however, the Coverage Period will not be extended.
- F. If Services performed under this Contract should fail, then HWA will provide for the necessary repairs without an additional Trade Call Fee for a period of ninety (90) days on parts and thirty (30) days on labor on parts and/or labor performed by the Authorized Repair Technician pursuant to a Service Request
- G. No Services will be provided if there is not an adult (over eighteen (18) years old) resident present, or the Authorized Repair Technician is prevented from entering a Covered Property including, but not limited to the following: due to the presence of animals, insects, unsafe conditions, or if the Covered System and Components is not easily accessible. In this event the Trade Call Fee will still be charged to and owed by the Customer.

IV. COVERED SYSTEMS AND COMPONENTS

The following systems and components are covered only to the extent items are labeled as "Included" below and are subject to all other provisions, limitations and exclusions in this Contract, including Section VII Limitations and Exclusions below.

A. HEATING SYSTEM

INCLUDED: All components and parts necessary for the operation of the system (including heat pumps which cool or heat the home), for geothermal/water source heat pumps, all components and parts that are located within the foundation of the home or attached garage. When SEER standard/R-410A upgrade is purchased, for units below SEER standard and/or R-22 equipment standards and when HWA is unable to facilitate repair and/or replacement of failed covered equipment at the current SEER rating or with R-22 Equipment, repair and/or replacement will be performed with SEER standard/R-410A equipment and/or 7.7 HSPF or higher compliant.

EXCLUDED: Baseboard casings - Oil storage tanks - Portable units - Solar heating systems - Fireplaces and key valves - Filters - Electronic air cleaners - Registers - Grills - Clocks - Timers - Heat lamps - Fuel storage tanks - Flues and Vents - Humidifiers - Commercial grade equipment - Gas heat pump systems - Outside or underground piping and components for geothermal and/or water source heat pumps - Electronic, computerized, and manual systems management and zone controllers - Systems with mismatched condensing unit and evaporative coil per manufacturer specifications - Improper use of metering devices (i.e. thermal expansion valves) - HWA is not responsible for the costs associated with matching dimensions, brand or color made - Except when the optional SEER standard/R-410A modifications coverage is purchased, HWA will not pay for any modifications or upgrades necessitated by the repair of existing equipment or the installation of new equipment - Condensate pumps - After-market inducer fan motors - Pellet Stoves - Cable heat - Wood stoves - Solar Heating and Components - Cost for crane rentals.

LIMITATIONS: Coverage under this section is limited to the main heating source not to exceed a 5 ton capacity. During the period of Home Owner's coverage, HWA will pay no more than \$1,500 per covered item for diagnosis, access, and repair or replacement of any hot water or steam circulating heating systems or glycol system, or geothermal/water source heat pump.

NOTE: HWA will pay up to \$10 per pound for the cost of refrigerant for authorized repairs. You are responsible for payment of any costs in excess of \$10 per pound.

PREMIUM COVERAGE INCLUDES: Filters and Heat Lamps

B. WATER HEATER (Gas, Tankless, Electric or Oil)

INCLUDED: All components and parts, including circulating pumps.

EXCLUDED: Solar water heaters - Solar components - Fuel, holding or storage tanks - Noise - Energy management systems - Flues and vents - Commercial grade equipment - Problems resulting from sediment - Units exceeding 75 gallons - Drain pans and drain lines.

LIMITATIONS: HWA will pay no more than \$1,000 in the aggregate during the Contract Period for repair or replacement of tankless or oil water heater.

PREMIUM COVERAGE INCLUDES: Problems resulting from sediment.

C. DUCTWORK

INCLUDED: Duct from heating unit to point of attachment at registers or grills.

EXCLUDED: Registers and grills - Insulation - Asbestos-insulated ductwork - Flues, vents and breaching - Ductwork exposed to outside elements - Separation due to settlement and/or lack of support - Damper motors - Electronic, computerized, and manual systems management and zone controllers - Diagnostic testing of, or locating leaks to, ductwork, including but not limited to as required by any federal, state or local law, ordinance or regulation, or when required due to the installation or replacement of system equipment.

LIMITATIONS: When covered repairs require access to ductwork, HWA will only provide diagnosis, repair, sealing, or replacement to ductwork through unobstructed walls, ceilings or floors. Obstructions include but are not limited to floor coverings, appliances, systems and cabinets. If the ductwork is accessible only through concrete encased floor, wall, or ceiling HWA will pay no more than \$1,000 for diagnosis, repair or replacement of such ductwork, but will not cover any costs as a result of or determined by diagnostic testing.

D. PLUMBING SYSTEM

INCLUDED: Leaks and breaks of water, drain, gas, waste or vent lines, except if caused by freezing or roots - Toilet tanks, bowls and mechanisms (replaced with builder's standard as necessary) - toilet wax ring seals - Instant hot water dispensers - Valves for shower, tub, and diverter angle stops, rinses and gate valves - Permanently installed interior sump pumps (used for storm water only) - Built-in bathtub whirlpool motor and pump assemblies - Stoppages/Clogs, including hydro jetting, in drain and sewer lines up to 125 ft. from access point. Polybutylene piping is covered up to \$1,000 in the aggregate during the Coverage Period. Main line stoppages are only covered if there is a ground level clean out available.

EXCLUDED: Stoppages and clogs in drain and sewer lines that cannot be cleared by cable, hydro jetting or due to roots, collapsed, broken, or damaged lines outside the confines of the main foundation (even if within 125 ft. of access point) - Stoppages and clogs that can only be cleared through roof vent - Access to drain or sewer lines from vent or removal of water closets and/or toilets - Cost to locate, access or install ground level clean out - Hose bibs - Collapse of or damage to water, drain, gas, waste or vent lines caused by freezing, settlement and/or roots - Fixtures, cartridges, shower heads and shower arms - Bathtubs and showers - Shower enclosures and base pans - Bath tub drain mechanisms - Sinks - Toilet lids and seats - Cabling or grouting - Whirlpool jets - Septic tanks - Pressure regulators - Recirculating pumps - Inadequate or excessive water pressure - Flow restrictions in fresh water lines caused by rust, corrosion or chemical deposits - Sewage ejector pumps - Holding or storage tanks - Saunas or steam rooms - Back up and battery sump pump systems - Basket strainers.

LIMITATIONS: HWA will pay no more than \$1,000 during the Contract Period for diagnosis, repair or replacement of any Covered System and Component that is concrete encased or otherwise inaccessible. HWA will pay no more than \$2,000 in the aggregate during the Contract Period for any and all plumbing repairs required due to rust and corrosion.

PREMIUM COVERAGE INCLUDES: Fixtures and cartridges, faucets, shower heads and shower arms (replaced with chrome builders standard) - Interior hose bibs - Toilets of similar quality (\$500 limit on toilets).

E. ELECTRICAL SYSTEM

INCLUDED: All components and parts.

EXCLUDED: Fixtures - Carbon monoxide alarms, detectors or related systems - Intercoms and door bell systems associated with Intercoms - Inadequate wiring capacity - Solar power systems and panels - Direct current ("D.C.") wiring or components - Attic fans - Commercial grade equipment - Damages due to power failure or surge, or loads greater than the system's design - Circuit overload - Solar components - Energy management systems.

LIMITATIONS: HWA will pay no more than \$2,000 in the aggregate during the Contract Period for any and all covered electrical repairs required due to rust and corrosion.

F. KITCHEN APPLIANCES

1. Dishwasher (Built-in)

INCLUDED: All components and parts.

EXCLUDED: Racks - Baskets - Rollers - Door seals - Portable dishwashers.

PREMIUM COVERAGE INCLUDES: Racks - Baskets - Rollers - Door seals.

2. Garbage Disposal

INCLUDED: All components and parts, including entire unit.

EXCLUDED: Problems and/or jams caused by bones and foreign objects other than food.

3. Built-in Microwave Oven

INCLUDED: All components and parts.

EXCLUDED: Interior linings - Door glass - Clocks - Shelves - Portable or counter top units - Meat probe assemblies - Rotisseries - Door seals - Lighting and handles - Glass.

PREMIUM COVERAGE INCLUDES: Interior linings - Rotisseries - Clocks - Door seals - Lighting and handles.

4. Range/oven/cooktop (Gas or Electric; Built-in, or Free Standing).

INCLUDED: All components and parts.

EXCLUDED: Clocks (unless they affect the cooking function of the oven) - Meat probe assemblies - Rotisseries - Racks - Handles - Knobs - Sensi-heat burners will only be replaced with standard burners - Door seals - Lighting and Handles - Glass - Portable range/oven/cooktop.

PREMIUM COVERAGE INCLUDES: Racks - Rotisseries - Clocks - Door seals - Lighting - Handles and knobs.

5. Trash Compactor (Built-in).

INCLUDED: All components and parts.

EXCLUDED: Lock and key assemblies - Removable buckets - Door seals - Portable trash compactor.

PREMIUM COVERAGE INCLUDES: Removable buckets - Door seals.

G. DOOR BELLS

INCLUDED: All components and parts.

EXCLUDED: Door bells associated with Intercom Systems - Battery operated door bells.

H. CEILING FANS AND EXHAUST FANS

INCLUDED: Motors - Switches - Controls - Bearings - Blades.

EXCLUDED: Whole house fans - Belts - Shutters - Filters - Lighting - Venting ductwork related to exhaust fans.

LIMITATIONS: HWA will pay no more than \$400 in the aggregate during the Contract Period.

I. CENTRAL VACUUM

INCLUDED: All mechanical system components and parts.

EXCLUDED: Ductwork - Blockages - Accessories.

LIMITATIONS: HWA will pay no more than \$400 in the aggregate during the Contract Period for diagnosis and repair of each vacuum.

J. BURGLAR AND FIRE ALARM SYSTEMS

INCLUDED: All components and parts.

EXCLUDED: Any wiring or parts located outside the main confines of the foundation of the home - Batteries - Video cameras - Video monitors - Sprinkler alarms and systems.

LIMITATIONS: HWA will pay no more than \$400 in the aggregate during the Contract Period for diagnosis and repair of each burglar and fire alarm system.

K. GARAGE DOOR SYSTEMS

INCLUDED: All components and parts of the garage door opener.

EXCLUDED: Garage doors - Hinges and Springs - Infra-red sensors - Chains - Tracks - Rollers - Remote receiving/transmitting devices.

PREMIUM COVERAGE INCLUDES: Remote receiving/transmitting devices.

L. KITCHEN REFRIGERATOR w/Ice Maker

INCLUDED: All components and parts, including integral freezer unit.

EXCLUDED: Racks - Shelves - Ice crushers - Water and ice dispensers and their respective equipment - Water lines and valve to ice maker - Mini fridges - Wine coolers - Interior thermal shells - Freezers which are not an integral part of the refrigerator - Food spoilage - Door seals - Lighting and handles - Units moved out of the kitchen - Audio/visual components and internet connection equipment.

M. WASHER/DRYER PACKAGE

1. Clothes Washer

INCLUDED: All components and parts.

EXCLUDED: Plastic mini-tubs - Soap dispensers - Filter screens - Knobs and dials - Damage to clothing - Door seals.

2. Clothes Dryer

INCLUDED: All components and parts.

EXCLUDED: Venting - Lint screens - Knobs and dials - Damage to clothing - Door seals.

V. ADDITIONAL COVERAGE

The following coverage is included for Home Owners in Premier Plus plan or as additional add-on coverage and begins on Coverage Period Start Date.

A. AIR CONDITIONING/COOLER (not exceeding 5 ton capacity and designed for residential use) (Included in Premier Plus plan)

INCLUDED: Ducted electric central air conditioning, ducted electric wall air conditioning, geothermal/water source heat pumps, and water evaporative coolers - All components and parts except for geothermal/water source heat pumps, all components and parts that are located within the foundation of the home or attached garage. When SEER standard/R-410A upgrade is purchased, for units below

SEER standard and/or R-22 equipment standards and when HWA is unable to facilitate repair and/or replacement of failed covered equipment at the current SEER rating or with R-22 equipment, repair and/or replacement will be performed with SEER standard/R-410A equipment and/or 7.7 HSPF or higher compliant.

EXCLUDED: Gas air conditioning systems - Condenser casings - Registers and Grills - Filters - Electronic air cleaners - Window units - Non-ducted wall units - Water towers - Humidifiers - Improperly sized units - Chillers and chiller components - All exterior condensing, cooling and pump pads - Roof mounts, jacks, stands or supports - Condensate pumps - Commercial grade equipment - Outside or underground piping and components for geothermal and/or water source heat pumps - Cost for crane rentals - Electronic, computerized, and manual systems management and zone controllers - Air conditioning with mismatched condensing unit and evaporative coil per manufacturer specifications - Improper use of metering devices (i.e., thermal expansion valves) - HWA is not responsible for the costs associated with matching dimensions, brand or color made - Except when the optional SEER standard/R-410A modifications coverage is purchased, HWA will not pay for any modifications, upgrades, or additional work needed to evacuate and/or clean a system of R-22 necessitated by the repair of existing equipment or the installation of new equipment. NOTE: HWA will pay up to \$10 per pound for the cost for refrigerant for authorized repairs. You are responsible for payment of any costs in excess of \$10 per pound.

PREMIUM COVERAGE INCLUDES: Filters, costs related to Freon recapture, and window units.

B. PREMIUM COVERAGE UPGRADE (Included in Premier Plus plan)

INCLUDED: This plan adds certain coverage to the heating, cooling, plumbing, and kitchen appliances that are otherwise excluded. Additional applicable coverages are labeled as "Premium Coverage Includes" in the Covered Systems and Components, Additional Coverage and Optional Coverage sections of this Contract.

VI. OPTIONAL COVERAGE

The following coverages are available at the option of the Home Owner and cover only items specifically labeled as "Included" and are subject to all other provisions, limitations and exclusions in this Contract.

A. IN GROUND OR BUILT INTO A PATIO OR DECK POOL AND/OR SPA EQUIPMENT

INCLUDED: Both pool and spa (including exterior hot tub and whirlpool) are covered if they utilize common equipment - If they do not utilize common equipment, then only one or the other is covered unless an additional coverage fee is paid - Coverage applies to all above ground components and parts of the heating, pumping and filtration system - including pool sweep motors and timers.

EXCLUDED: Lights - Liners - Concrete encased above ground or underground electrical, plumbing or gas lines - Structural defects - Solar equipment - Jets - Fuel storage tanks - Control panels - Control switches - Computerized Control boards - Built in or detachable cleaning equipment - Ornamental fountains and other waterfall type equipment - Pool cover and related equipment - Booster pump - Disposal filtration medium - Ionizers and Chlorinators - Skimmers - Fill line - Fill valves - Valve actuators - Turbo valves - Pop-up heads and similar components.

LIMITATIONS: HWA will pay no more than \$1,000 in the aggregate during the Contract Period.

B. SALT WATER POOL EQUIPMENT (Only available with the purchase of the Pool and/or Spa Coverage)

INCLUDED: Circuit Board and Salt Cell

EXCLUDED: Salt

LIMITATIONS: HWA will pay no more than \$1,500 in the aggregate during the Contract Period.

C. WELL PUMP

INCLUDED: All components and parts of well pump utilized for main dwelling only.

EXCLUDED: Well casings - Pressure tanks - Pressure switches - Hoisting or removal - Piping or electrical lines leading to or connecting pressure tank and main dwelling - Holding or storage tanks - Redrilling of wells.

LIMITATIONS: HWA will pay no more than \$1,500 in the aggregate during the Contract Period.

D. STAND ALONE APPLIANCES

This coverage is available for each additional stand-alone refrigerator, freezer or ice maker.

INCLUDED: All components and parts, including integral freezer unit.

EXCLUDED: Racks - Shelves - Ice crushers - Water and ice dispensers and their respective equipment - Water lines and valve to ice maker - Mini fridges - Wine coolers - Interior thermal shells - Food spoilage - Door seals - Lighting and handles - Audio/visual components and internet connection equipment.

LIMITATIONS: HWA will pay no more than \$1,000 in the aggregate during the Contract Period for repair or replacement on stand-alone ice maker or stand-alone freezer.

E. SEPTIC TANK PUMPING

INCLUDED: If a stoppage is due to a septic tank back up, then HWA will pump the septic tank one time during the Contract Period. Coverage can only become effective if a septic certification was completed within ninety (90) days prior to Contract Start Date. HWA may require a copy of the certification prior to Service Visit.

EXCLUDED: The cost of gaining or finding access to the septic tank - the cost of sewer hook ups - Disposal of waste - Chemical treatments - Tanks - Leach lines - Cesspools - Mechanical pumps and/or systems.

F. ORANGEPLUS UPGRADE

INCLUDED: - Water softeners - Increases toilet replacement of similar quality up to \$600 in the aggregate - Increases professional series appliances to \$2,000 in the aggregate - Removal of all defective equipment that is replaced by HWA under the terms of this Contract. This plan also includes coverage of building code violations up to \$250 in the aggregate per Contract Period as well as coverage of permits up to \$250 per occurrence in relation to a heating, electrical or plumbing service call if necessary to affect repair or replacement. Re-Key up to six (6) locks (including deadbolts) inside the main confines of Your home or attached garage or unattached garage up to four (4) new keys.

EXCLUDED: (For Re-Key Service Only): Door handles - Door knobs - Doors - Locks.

LIMITATIONS: All water softener components and parts, excluding leased or rented units, up to an aggregate of \$500 during the Contract Period.

G. SEPTIC SYSTEM (Per Tank)/SEWAGE EJECTOR PUMP

INCLUDED: Aerobic pump, jet pump, sewage ejector pump, septic tank and line from house to tank.

EXCLUDED: Tile fields and leach beds, leach lines, lateral lines, insufficient capacity, cleanout, pumping (except if purchased under separate option), seepage pits.

LIMITATIONS: HWA will pay no more than \$500 in the aggregate during the Contract Period.

H. ROOF LEAK REPAIR (NOT AVAILABLE IN CONNECTICUT)

INCLUDED: Leaks in rolled, asphalt shingle, or clay tile roof structures only.

EXCLUDED: Gutters - Drains - Leaks involving roof mounted installations - Ice dam build-up - Deck or balcony roofs - Unattached garage roofs - Wood and underlayment - Counter flashing - Leaks resulting from or caused by any one of the following: Missing or broken shingles - Acts of God - Damages due to persons walking or standing on roof - Repairs made by others - Failure to perform normal maintenance.

LIMITATIONS: HWA will pay no more than \$500 in the aggregate during the Contract Period.

I. HWA GREENPLUS UPGRADE

INCLUDED: If a covered appliance (limited to Dishwasher, Refrigerator, Clothes Washer), Heating System (limited to Furnace), or Water Heater breaks down and it cannot be repaired, HWA will replace as follows: the covered appliance with an ENERGY STAR Qualified product (subject to availability), unit with all other similar features as existing appliance; the Heating System with a 90 percent (90%) efficiency model; and Water Heater with a tankless water heater.

LIMITATIONS: HWA will reimburse to Homeowner no more than \$1,500 for upgrade replacement of tankless water heater and will only be paid upon submission of invoice and/or receipt indicating proof of replacement. Receipt for such replacement must be submitted to HWA within Contract period. No costs for modifications or alterations will be paid for heating system.

J. SEER STANDARD/R-410A MODIFICATIONS

INCLUDED: If government regulations prevent HWA from repairing or replacing a covered air conditioning system, or heating system with similar efficiency or capacity, and HWA provides an upgraded unit pursuant to Section IV(A) or V(A) of this Contract, then HWA will also pay for up to \$500 in the aggregate during the Contract Period for modifications or upgrades to valves, line sets, evaporator coils, pads, stands, plumbing, flues, additional costs associated with evacuating and cleaning the system of all R-22 and crane charges required to complete the replacement installation of the heating or air conditioning system.

EXCLUDED: Permits, cleaning, disposal or ductwork testing and/or sealing.

VII. LIMITATIONS AND EXCLUSIONS

All services, components and systems not specifically identified as "Included" in this Contract are hereby excluded even if not specifically identified.

A. The Coverage Period is effective thirty (30) days following initial payment and Contract Start Date. Problems cannot always be diagnosed and repaired on the first service visit. HWA is not liable for losses or damages resulting from misdiagnosis or delays in completing diagnosis or repairs.

B. HWA is not responsible for providing access to or dosing access from any covered item which is concrete-encased or otherwise obstructed or inaccessible, including but not limited to beneath crawl spaces, floor coverings, systems, cabinets, etc. HWA will pay no more than \$1,000 in the aggregate during the Contract Period for Services on any Covered Systems and Components that are concrete encased or otherwise inaccessible or obstructed, subject to all other applicable limitations set forth in this Contract.

C. At times it is necessary to open walls or ceilings to make repairs. The Authorized Repair Technician obtained by HWA will close the opening, and return to a rough finish condition, subject to the monetary limits of any Service or Covered System and Component. HWA is not responsible for restoration of any wall coverings, floor coverings, plaster, cabinets, counter tops, tiling, paint, or other surfaces. Similarly, HWA is not responsible for the repair of any cosmetic defects or performance of routine maintenance.

D. Electronic or computerized energy management or lighting and appliance management systems are excluded.

E. Services do not include the identification, detection, abatement, encapsulation or removal of asbestos, radon, gas, mold or other hazardous substances. If any hazardous materials are encountered in the course of performing the Services, the Authorized Repair Technician has no obligation to continue the work until such products or materials are abated, encapsulated or removed, or it is determined that no hazard exists (as the case may require). HWA shall have no obligation to arrange for, and will have no liability for the removal of, failure to detect or contamination as a result of its failure to detect any asbestos, radon gas, mold or other hazardous products or materials. To protect against the potential hazards of lead-based paint, the U.S. Environmental Protection Agency (EPA) has implemented certain renovation requirements that may apply if a contractor disrupts certain painted surfaces. If the Services require the

Authorized Repair Technician to cut into Your walls in order to access pipes and plumbing, the Authorized Repair Technician will be required to comply with EPA regulations, which may require an extension of time and/or costs to complete the work.

F. HWA is not responsible for consequential or secondary damage. This includes but is not limited to, repair of conditions caused by chemical or sedimentary build up, insect infestation, mold, mildew, or bacterial manifestations, misuse or abuse, failure to clean or maintain as specified by the equipment manufacturer, missing parts, structural changes, fire, freezing, electrical failure or surge, water damage, theft, intentional acts, riot, lightning, mud, earthquake, soil movement or soil settlement, storms, accidents, pest damage, Force Majeure Events (as defined below), failure due to excessive water pressure or any other perils not considered loss or damage due to normal wear and tear.

G. HWA IS NOT LIABLE FOR INDIRECT, CONSEQUENTIAL OR ECONOMIC DAMAGES FOR LOSS OR DAMAGES TO ANY PERSON OR PROPERTY ARISING FROM THE LOSS OF USE OR THE INABILITY TO USE THE EQUIPMENT TO THE EXTENT SUCH MAY BE DISCLAIMED BY LAW, AND YOU EXPRESSLY WAIVE THE RIGHT TO ALL SUCH DAMAGES.

H. HWA has the sole right to determine whether a covered appliance, system or component will be repaired or replaced. Parts and replacements will be of similar or equivalent quality and efficiency to those being replaced subject to all other provisions, limitations and exclusions in this Contract. Where replacement equipment of identical dimensions is not readily available, HWA is responsible for providing installation of similar quality equipment but not for the cost of construction or carpentry made necessary by different dimensions. HWA is not responsible for upgrade or matching color or brand. For the first thirty (30) days of the Home Owner's Coverage Period, HWA is not liable for replacement of entire systems or appliances due to obsolete, discontinued or unavailability of one or more integral parts. However, HWA will provide reimbursement for the costs of those parts determined by reasonable allowance for the fair value of similar parts.

I. HWA is not liable for repairs related to adequacy or capacity of appliances, components and systems in the home; improper installation, design or previous repair of appliances, components and systems; problems or failures caused by a manufacturer's defect. Unless the optional coverage for such is purchased, HWA is not liable for repairs related to costs of construction, carpentry, or other incidental costs associated with the alterations, modifications, or upgrades of all appliances, components or installation of different equipment and/or systems. Also, unless the optional coverage for such is purchased, HWA is not responsible for providing upgrades, components, parts or equipment required due to the incompatibility of the existing equipment with the replacement system, appliance or component and/or part including but not limited to SEER standard, R-410A and/or 7.7 HSPF equipment or higher compliant as well as any other efficiency mandated by federal, state, or local governments.

J. HWA is not liable for the repair or replacement of commercial grade equipment, systems or appliances. HWA shall pay no more than \$1,000 (\$2,000 when OrangePlus option is purchased) in the aggregate during the Contract Period for professional series or similar appliances, including but not limited to, brand names such as Sub Zero, Viking, Bosch, JENN-AIR, GE Monogram, Thermador, etc., subject to all other provisions, limitations and exclusions in this Contract.

K. HWA reserves the right to require a second opinion, at its own cost.

L. HWA is not liable for normal or routine maintenance. You are responsible for performing normal and routine maintenance. For example, You are responsible for providing maintenance and cleaning pursuant to manufacturers' specifications, such as periodic cleaning of heating and air conditioning systems, evaporator coils and condenser coils, as well as periodic filter replacement. HWA will not be responsible for repairs of systems or components arising from a manufacturer's defect or recall or while still under manufacturer's or distributor's warranties. HWA's responsibilities will be secondary to any other extended or in-home warranties that exist for the included systems, components and appliances.

M. HWA is not responsible for removal and hauling away of old equipment or appliances. Where available, You may choose to pay an additional fee by the service vendor for removal and/or disposal of an old system, component or appliance.

N. HWA reserves the right to offer cash back in lieu of repair or replacement in the amount of HWA's actual cost, which may be less than retail, to repair or replace any covered system, component or appliance.

O. HWA will not pay for the repair or replacement of any covered systems or appliances if they are inoperable as a result of pre-existing conditions, deficiencies and/or defects.

P. HOME OWNER's sole remedy under this Contract is recovery of the cost of the required repair or replacement, whichever is less. HOME OWNER agrees that, in no event, will HWA's liability exceed \$5,000 per covered item or \$15,000 in the aggregate during the Contract Period.

Q. BUILDING AND ZONING CODE REQUIREMENTS OR VIOLATIONS

1. HWA will not contract for services to meet current building or zoning code requirements or to correct for code violations (except when optional coverage is purchased), nor will HWA contract for services when permits cannot be obtained. HWA will not pay for the cost to obtain permits, except when optional coverage for such is purchased.

2. When it is required to maintain compatibility with equipment manufactured to be the SEER standard, R-410A and/or 7.7 HSPF equipment or higher compliant, HWA is not responsible for upgrade or additional costs or expenses that may be required to meet current building or zoning code requirements or correct for code violations. This includes city, county, state, federal and utility regulations and upgrades required by law.

VIII. MISCELLANEOUS PROVISIONS

A. DISPUTE RESOLUTION; VENUE; WAIVER OF JURY TRIAL; GOVERNING LAW; FAILURE TO ENFORCE NOT WAIVER; FORCE MAJEURE

1. It is the intent of both parties to resolve any disputes through negotiation between You and HWA. The parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Contract. Either party may initiate negotiations by providing written notice to the other party, setting forth the subject of the dispute and the relief requested. The parties will respond to any initial and subsequent requests in a timely and complete manner.

2. The parties further agree that in the event any dispute between them relating to this Contract is not otherwise resolved, exclusive jurisdiction shall be in the trial courts located within the jurisdiction in which the Covered Property is located, any objections as to jurisdiction or venue in such court being expressly waived.

3. BOTH PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATIONS, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

4. Unless otherwise required by the laws of the state where the Covered Property is located, this Contract shall be governed, construed and enforced in accordance with the laws of the State of Texas without regard to principles of conflicts of law.

5. ANY LEGAL OR JUDICIAL PROCEEDING COMMENCED BY OR ON BEHALF OF YOU UNDER THIS CONTRACT (INCLUDING THE ASSERTION BY YOU OF ANY COUNTERCLAIM, REGARDLESS OF WHETHER THE UNDERLYING PROCEEDING IN WHICH SUCH COUNTERCLAIM IS BEING ASSERTED WAS COMMENCED BY OR ON BEHALF OF PLAINTIFF) WILL TAKE PLACE ON AN INDIVIDUAL BASIS. CLASS ACTIONS, COLLECTIVE ACTIONS AND OTHER SIMILAR REPRESENTATIVE PROCEEDINGS OF ANY KIND OR NATURE (WHETHER PURSUED THROUGH THE COURTS, THROUGH ARBITRATION OR THROUGH ANY OTHER JUDICIAL FORUM) ARE NOT PERMITTED. BY ENTERING INTO THIS CONTRACT YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST HWA OR ITS AFFILIATES ONLY IN YOUR INDIVIDUAL CAPACITY, AND MAY NOT BRING CLAIMS AGAINST HWA OR ITS AFFILIATES AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION OR OTHER REPRESENTATIVE PROCEEDING.

6. Any failure by HWA to assert a right or enforce a requirement under this Contract shall not be deemed a waiver of that or any other right or requirement and shall not preclude HWA from asserting any right or enforcing any requirement at any time.

7. HWA will make commercially reasonable efforts to fulfill its obligations under this Contract. Certain causes and events that are out of HWA's reasonable control ("Force Majeure Events") may result in HWA's inability to perform under this Contract. If HWA is unable to perform its obligations, in whole or in part, due to a Force Majeure Event, then HWA's obligations shall be suspended to the extent made necessary by such Force Majeure Event, and in no event shall HWA be liable to You for its failure to fulfill its obligations or for damages caused by any Force Majeure Event. Force Majeure Events include, but are not limited to acts of God, fire, war, flood, earthquake, hurricanes, tornadoes, and other natural disasters, acts of terrorism, acts of any governmental authority, accidents, strikes, labor troubles, shortages in supply, changes in laws, rules or regulations of any governmental authority, and any other cause beyond HWA's reasonable control.

B. USE OF PERSONAL INFORMATION

By entering into this Contract, You agree that any personal information that You provide to HWA in connection with this Contract, whether required or not, constitutes permission for HWA to add Your personal information to Our customer database and to use and share Your information as set forth in Our Privacy Policy (located at www.HWAHomeWarranty.com/privacy). You may opt out of receiving marketing communications from HWA as set forth in the Privacy Policy or as provided within any marketing materials (e.g., using the "Unsubscribe" feature provided in the footer of emails).

C. ASSIGNMENT & TRANSFER OF CONTRACT & RENEWALS

1. If the Covered Property is sold during the term of this Contract You may transfer this Contract to the new owner. In order to transfer coverage to the new owner of the Covered Property, you must notify HWA of the change in ownership and provide the name of the owner. To start the transfer process please phone 1-888-HWA-RELY. A copy of the Contract is available upon request.

2. HWA may assign this Contract, in whole or part, or any of its rights and obligations hereunder without Your consent, to the fullest extent allowed by law. Upon such assignment, You agree that HWA shall have no further obligation to You. Except as set forth above, this Contract is not assignable by You without HWA's prior written consent.

3. This Contract will automatically renew at the conclusion of the first Covered Period unless otherwise noted. You will be notified of the prevailing rate and terms for renewal thirty (30) days prior to auto-renewal.

D. MULTIPLE UNITS AND INVESTMENT PROPERTY

1. If this Contract is for duplex, triplex, or four-plex dwelling, for coverage to apply to common systems and appliances, then every unit within such dwelling must be covered by a separate HWA contract with applicable optional coverage.

2. If this Contract is for a unit within a multiple unit of five (5) or more, then only items contained within the confines of each individual unit are covered. Common systems and appliances are excluded.

3. Except as otherwise provided in this section, common systems and appliances are excluded.

4. Residential investment properties used as short term rentals (daily/weekly/monthly rentals) are excluded from coverage; the Covered Property must be a primary residence.

E. CANCELLATION

You may cancel this Contract at any time. HWA may only cancel this Contract due to Your non-payment, fraud, material misrepresentation or breach of this Contract. In addition, HWA may be required to cancel this Contract as a result of a decision or order of a governmental body or a change in laws or regulations. If either You or HWA cancels this Contract within thirty (30) days from the Contract Start Date set forth on Your Coverage Letter and You have not received any Service, You are entitled to a full refund of the amount paid by You under this Contract less a cancellation fee of the lesser of \$30 or 10% of the Contract fee (unless otherwise required by state law). If You have not received any Service and either You or HWA cancels this Contract after thirty (30) days from the Contract Start Date, You are entitled to a pro rata refund of the amount paid by You for the unexpired term, less a cancellation fee of the lesser of \$30 or 10% of the Contract fee (unless otherwise required by state law). If You have paid in full for the term and You cancel this Contract before the end of the term and You have received Service, You shall be entitled to a pro rata refund of the amount paid by You for the unexpired term less a cancellation fee of the lesser of \$30 or 10% of the Contract fee (unless otherwise required by state law) and less any actual Service costs incurred by HWA. If You are enrolled in a monthly payment

plan and You cancel this Contract before the end of the term and You have received Service, then You will be responsible for the cancellation fee of the lesser of \$30 or 10% of the Contract fee (unless otherwise required by state law) and the lesser of the costs incurred by HWA or the balance due under this Contract.

1. Alabama, Arkansas, Hawaii, Louisiana, Maryland, Massachusetts, Minnesota, New Jersey, Nevada, New Mexico, New York, South Carolina, Virginia, Washington and Wyoming Residents: In addition to Your cancellation rights listed above, You may cancel this Contract within twenty (20) days (thirty (30) days for Hawaii Residents) of the date this Contract was mailed to You or within ten (10) days (twenty (20) days for Hawaii and Maryland Residents) of delivery if this Contract is delivered to You at the time of sale or within a longer time period permitted under this Contract and if You have not received any Service, You are entitled to a full refund of the amount paid by You under this Contract. A 10% penalty per month must be added to a refund that is not paid or credited to You within forty-five (45) days (thirty (30) days for Maryland, New York and Washington Residents and sixty (60) days for New Mexico Residents) after the cancellation of this Contract.
2. Alabama Residents: In addition to Your cancellation rights listed above, if the Contract is cancelled, You shall be entitled to a pro rata refund of the paid Contract fee for the unexpired term, less Service and a \$25 administrative cost incurred by HWA.
3. Arizona Residents: If this Contract is canceled, You shall be entitled to a pro rata refund of the paid contract fee for the unexpired term after deducting for administrative expenses associated with the cancellation.
4. Florida Residents: In addition to Your cancellation rights listed above, if the Contract is cancelled, the cancellation fee shall be the lesser of \$30 or 5% of the Contract fee.
5. Louisiana Residents: If this Contract is canceled by HWA, HWA shall mail a written notice to You at the last known address at least fifteen (15) days prior to cancellation by HWA. Prior notice is not required if the reason for cancellation is nonpayment, material misrepresentation or substantial breach of duties by You.
6. Nevada Residents: This Contract shall be non-cancelable by HWA after seventy (70) days except on any of the following grounds: (i) failure by You to pay an amount when due or (ii) discovery of fraud or material misrepresentation by You in obtaining this Contract, or in presenting a claim for service hereunder. No cancellation by HWA can become effective until at least fifteen (15) days after notice of cancellation is mailed to You. Failure to pay the Trade Call Fee may result in cancellation of this Contract with no less than fifteen (15) days' notice of cancellation provided by HWA. However, HWA will not cancel this Contract if the Trade Call Fee is paid prior to the effective date of cancellation.
7. Utah Residents: If this Contract is canceled by HWA, such cancellation will be effective no sooner than thirty (30) days after delivery or first-class mailing of a written notice to You.
8. Vermont Residents: In addition to Your cancellation rights listed above, You may cancel this Contract within twenty (20) days of receipt of this Contract, if You have not received any Service, for a full refund of the amount paid by You under this Contract.
9. Wisconsin Residents: In addition to Your cancellation rights listed above, You may cancel this Contract within fifteen (15) days of the date this Contract was delivered to You for a full refund less actual costs or charges needed to issue and service this Contract. This Contract shall not be canceled due to unauthorized repair of covered equipment.
10. Wyoming Residents: If this Contract is canceled by HWA, HWA shall mail a written notice to You at the last known address at least ten (10) days prior to cancellation by HWA. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, material misrepresentation or substantial breach of duties by You.

F. MISCELLANEOUS STATE PROVISIONS

1. The purchase of this contract is not mandatory and similar coverage may be purchased through another residential service or insurance company.
2. Arkansas Residents: This Contract is not guaranteed under a service contract reimbursement policy.
3. Florida Residents: The rate charged for this Contract is not subject to regulation by the Office of Insurance Regulation.
4. Georgia Residents: In Georgia, the obligations under this Contract are guaranteed by a surety bond executed by Federal Insurance Company, 15 Mountain View Road, Warren, NJ 07059 - telephone number (908) 903-2000.
5. Iowa Residents: The issuer of this Contract is subject to regulation by the Insurance Division of the Department of Commerce of the state of Iowa. Complaints which are not settled by the issuer may be sent to the Insurance Division.
6. Kentucky Residents: You are entitled to make a direct claim against the surety insurer if HWA fails to pay any covered claim within sixty (60) days after the claim has been filed. The Surety Insurer is Federal Insurance Company, 15 Mountain View Road, Warren, NJ 07059 - telephone number (908) 903-2000.
7. Nevada Residents: Emergency service for goods that are essential to Your health and safety, such as loss of heating, cooling, plumbing or substantial electrical service, and such loss of service renders the home otherwise uninhabitable, will commence within twenty-four (24) hours after the claim is reported. In an emergency situation, if the repairs cannot be completed within three (3) calendar days after the report of the claim, HWA will provide a status report to You. HWA may not change the conditions of this Contract during the Coverage Period without Your affirmative consent, unless the changes are favorable to You in their entirety or are mandated by Nevada law to apply to in-force contracts. If HWA decides to alter the terms of this Contract in a manner not entirely favorable to You and not mandated by law, then HWA may only do so upon the expiration of the current Coverage Period. This Contract shall be governed and construed and enforced in accordance with the laws of the State of Nevada without regard to principles of conflicts of law.
8. New Hampshire Residents: In the event You do not receive satisfaction under this Contract, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301 or (603) 271-2261.
9. North Carolina Residents: The purchase of this Contract is not required either to purchase or to obtain financing for a home appliance.
10. Oklahoma Residents: This Contract is not issued by the manufacturer or wholesale company marketing the product. This Contract will not be honored by such manufacturer or wholesale company. Coverage afforded under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association. Home Warranty of America, Inc. is both the obligor and administrator.
11. Utah Residents: Coverage afforded under this Contract is not guaranteed by the Property and Casualty Guaranty Association. This Contract is subject to limited regulations by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.
12. Virginia Residents: If You are unable to contact or obtain satisfaction from HWA then You may contact the Bureau of Insurance at PO Box 1157, Richmond, Virginia, 23218 or by calling 1-877-310-6560.
13. Wisconsin Residents: **THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** Provided notice or proof of loss is furnished as soon as reasonably possible and within one (1) year after the time it was required by this Contract, failure to furnish such notice or proof within the time required by this Contract does not invalidate or reduce a claim unless HWA is prejudiced thereby and it was reasonably possible to meet the time limit.
14. Wyoming Residents: Sections VIII.A.1 (Dispute Resolution), VIII.A.2 (Venue), VIII.A.3 (Waiver of Jury Trial), VIII.A.4 (Governing Law) and VIII.A.5 (Waiver of Class Action) of this Contract do not apply to Wyoming residents. This contract shall be governed and construed and enforced in accordance with the laws of the State of Wisconsin without regard to principles of conflicts of law.
15. Texas Residents: HWA will provide You with written notification of any material changes to this Contract forty-five (45) days in advance of the implementation of such changes. Notice may not be provided to You when changes are favorable to You or when changes are mandated by a regulatory agency. After notice of a material change, You may terminate this Contract by providing written notice within the forty-five (45)-day period prior to the effective date of the change. If You do not respond prior to the expiration of the forty-five (45)-day period, the change will be deemed accepted by You. It is understood that HWA WILL NOT BE THE SERVICE PROVIDER and HWA WILL NOT BE PERFORMING the actual repair of any such systems or components.

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.

NOTICE: THIS CONTRACT IS ISSUED BY A RESIDENTIAL SERVICE COMPANY LICENSED BY THE TEXAS REAL ESTATE COMMISSION, AND COMPLAINTS IN CONNECTION WITH THIS CONTRACT MAY BE DIRECTED TO THE COMMISSION AT P.O. BOX 12188, AUSTIN, TX 78711, (512) 936-3049. THE PURCHASE OF A RESIDENTIAL SERVICE CONTRACT OR HOME WARRANTY 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 CONTRACT. 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: _____

Name: _____

Date: _____