

# Home Warranty Service Agreement



LONG LIVE HAPPY HOMES®



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

- 🏠 **Most Comprehensive HVAC Protection**
  - Including Unlimited Refrigerant and SEER Matching
- 🏠 **'Even If' Service Fee Guarantee** - Industry Exclusive
- 🏠 **Refrigerator with Ice Maker, Garage Door Openers and Learning/Programmable Thermostats All Come Standard** *(Buyer Only)*



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*Team Member Since 2011*



Global Affiliate: Leading Real Estate Companies of the World®.

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

**Enroll:** 2-10.com/agent | 800.795.9595  
**Request Service:** 2-10.com/homeowner | 800.775.4736



# You'll be happy

knowing your home is protected with the most trusted Home Warranty Service Agreement available.

Seven out of every ten homes will experience a system or appliance failure during the course of a year. As someone protected by **2-10 Home Buyers Warranty (2-10 HBW)** you will rest easy knowing you are covered by the industry leader that does things the right way.



**We love happy homes!**

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

A few clicks online or a phone call will soon put a smile on your face.





LONG LIVE HAPPY HOMES®

## What is 'Even If' Service Fee Guarantee?

'Even If' Service Fee Guarantee is exclusive to 2-10 HBW.

'Even If' an item isn't eligible for coverage, and we dispatched a service contractor, reimbursement of the paid service fee may be requested.

'Even If' also means if the same part that was serviced fails again within the duration of the Service Agreement, you will not be charged a new service fee.

## When does my Home Warranty Service Agreement coverage begin?

Buyer's coverage begins at the close of sale and continues for one year from that date, and is renewable annually at our option. Payment is due at close of sale and must be received within 14 business days. A Home Warranty Service Agreement ("Service Agreement") with coverage details will be sent to the mailing address provided for the Buyer, or if "Go Green" is selected, information will be sent electronically. Seller's coverage is for the listing period and begins immediately upon enrollment. Coverage continues up to 365 days, until close of sale, the listing is cancelled or listing coverage has reached expiration, whichever occurs first.

## here's how it works:

1. Purchase and review your Service Agreement.
2. Need Service? Check your Service Agreement for coverage.
3. Contact us at [2-10.com/homeowner](https://www.2-10.com/homeowner) or [800.775.4736](tel:800.775.4736).
4. An independent service contractor is dispatched.
5. You have a happily serviced home.
6. Tell us about your service experience.

## What is an emergency?

An emergency request is generally defined as a service issue resulting in: 1) no electricity, gas, water or toilet facilities to the entire home; 2) a system malfunction that causes ongoing damage to the home; 3) a condition that immediately endangers health and safety. With emergency requests, we will expedite service and attempt to initiate service within 24 hours.



## Who pays what?

The Buyer/Seller is obligated to pay the service fee or the actual cost to repair and/or replace, whichever is less, for each separate service request. A service request means each visit by a service contractor for a single service (plumbing, electrical, appliances, heating and air conditioning and pools/spas). The service fee is due when the service contractor arrives at the home. You may not place a new request for service when a previous service fee is unpaid. Certain non-covered costs, such as permits and haul away of old equipment, may be covered for the Buyer when Supreme is purchased. Any additional work performed by the service contractor, at your request, will be at your sole cost and risk. A service request must be received by us during the Service Agreement period. **2-10 HBW will pay or reimburse you for costs that have been pre-authorized for a covered repair. Service performed without pre-authorization will not be paid.**

## How do I request service?

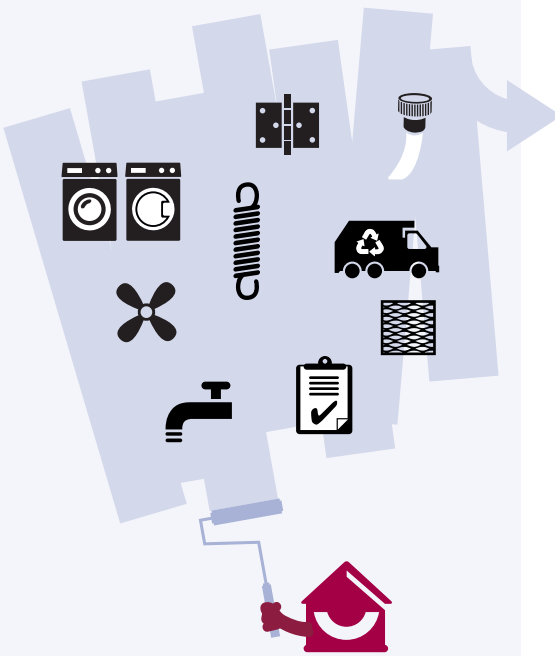
Contact us at [2-10.com/homeowner](https://www.2-10.com/homeowner) or [800.775.4736](tel:800.775.4736), 24 hours a day, 7 days a week to place a service request. We will dispatch an independent service contractor who will schedule a time, Monday through Friday during normal business hours, to diagnose and repair your covered service request. Under normal circumstances, our service effort will be initiated within 48 hours. If you request non-emergency service outside of normal business hours, you will be responsible for additional fees, including overtime.



LONG LIVE HAPPY HOMES™

# Happiness is Supreme

Like icing on a cake, or toppings on a pizza, Supreme from 2-10 Home Buyers Warranty takes something great and makes it even better. Our Standard plan provides core coverage to protect your home's essential systems and appliances. With Supreme, you get that same valuable protection, plus coverage for 40 additional items - all so you can get the most out of your homeownership experience.



**smile,** knowing you've got the best coverage when you choose Supreme.

## Heating



STANDARD INCLUDED, UP TO TWO SYSTEMS:	Seller Coverage	Buyer Coverage
Centrally ducted gas, electric, oil and gravity heating systems	●	●
Steam, hydronic or hot water heat systems	●	●
Geothermal and water source systems	●	●
Thermostats - <i>Including All Types</i>	●	●
Ductwork, modification of plenum when necessary to effect an eligible repair	●	●
Interior gas lines	●	●
Crane cost	●	●

SUPREME (Standard Plus These Items):	
Filters	●
Built-in heat lamps	●
Corrections to code violations up to \$250 per Service Agreement	●
Permits up to \$250 per Service Agreement	●
Modifications up to \$250 per Service Agreement	●
Haul away/disposal fees	●
Items under manufacturer's warranty	●
Improper installation/repair/modification	●

- EXCLUDED:**
- Coal or wood burning equipment, glycol systems, fireplaces, free-standing or portable heating units, 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, 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:**
- 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.

- SELLER COVERAGE LIMIT:**
- Cost to diagnose, repair and/or replace the heating system - \$1,500.

## Air Conditioning and Heat Pump



STANDARD INCLUDED, UP TO TWO SYSTEMS:	Seller Coverage	Buyer Coverage
Centrally ducted refrigeration systems, including heat pumps	✱	●
Geothermal and water source systems	✱	●
Evaporative coolers and built-in electric wall units	✱	●
Thermostats - <i>Including All Types</i>	✱	●
Ductwork, modification of plenum when necessary to effect an eligible repair	✱	●
Crane cost	✱	●
Upgrades to maintain compatibility and/or compliance with SEER or refrigerant standards	✱	●

✱ Seller must purchase the A/C and Heat Pump option for coverage during the listing period.

SUPREME (Standard Plus These Items):	
Filters	●
Window units	●
Refrigerant recovery	●
Condensing unit pads and package unit pads	●
Electrical cut-off switches	●
Corrections to code violations up to \$250 per Service Agreement	●
Permits up to \$250 per Service Agreement	●
Modifications up to \$250 per Service Agreement	●
Haul away/disposal fees	●
Items under manufacturer's warranty	●
Improper installation/repair/modification	●

- EXCLUDED:**
- 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:**
- 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.

- SELLER COVERAGE LIMIT:**
- Cost to diagnose, repair and/or replace the air conditioning system - \$1,500.



# Request Service Online with Homeowner Portal

2-10.com/homeowner

## Appliances



STANDARD INCLUDED:	Seller Coverage	Buyer Coverage
Appliance color match	●	●
Built-in microwave	●	●
Dishwasher	●	●
Garbage disposal	●	●
Range, oven, cooktop, hood	●	●
Refrigerator - <i>Including Ice Maker!</i>	●	●
Trash compactor	●	●
Exhaust fan	●	●

SUPREME (Standard Plus These Items):	Seller Coverage	Buyer Coverage
Washer and dryer	●	●
Range/oven/cooktop/hood: handles, hinges, clocks, rotisseries, racks, knobs and dials, interior lining, glass/ceramic cooktops, self cleaning mechanisms and latch assemblies	●	●
Trash compactor: handles, hinges, lock and key assemblies and removable buckets	●	●
Kitchen refrigerator: handles, hinges, ice crusher, beverage dispenser and respective equipment	●	●
Built-in microwave: handles, hinges, interior lining, clocks and shelves, turntable platforms and rollers	●	●
Dishwasher: handles, hinges, racks, baskets, rollers, tub and interior lining, springs, latch assemblies and soap dispensers	●	●
Modifications up to \$250 per Service Agreement	●	●
Permits up to \$250 per Service Agreement	●	●
Haul away/disposal fees	●	●
Items under manufacturer's warranty	●	●

### EXCLUDED:

- Appliances not located in the primary kitchen with the exception of the washer and dryer, unless additional refrigerator option(s) are purchased.
- Meat probe assemblies, hinges, outdoor 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, 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, hinges, meat probe assemblies, rotisseries for built-in microwave.
- Plastic mini-tub, soap dispensers, filter screens, knobs, dials, hinges, lint screen and damage to clothing.
- Duplicate appliances.

### DOLLAR LIMITS PER SERVICE AGREEMENT:

- Built-in or sealed refrigeration units - \$2,500.

## Plumbing



STANDARD INCLUDED:	Seller Coverage	Buyer Coverage
Water, drain, waste or vent pipe leaks or breaks, including polybutylene	●	●
Gas and electric water heaters including tankless, power and direct vent units	●	●
Water heater interior gas lines	●	●
Toilet tank, bowl, tank assembly parts, flange and wax ring seals	●	●
Built-in bathtub whirlpool motor and pump assemblies	●	●
Drain line stoppages that can be cleared with a standard sewer cable	●	●
Primary, permanently installed sump pumps used for ground water	●	●
Pressure regulators	●	●
Valves: shower, tub, diverter, risers, angle stops and gate valves	●	●
Interior hose bibbs	●	●

SUPREME (Standard Plus These Items):	Seller Coverage	Buyer Coverage
Faucets and faucet handles, including shower heads, arms and tub spouts	●	●
Exterior hose bibbs	●	●
Corrections to code violations up to \$250 per Service Agreement	●	●
Permits up to \$250 per Service Agreement	●	●
Modifications up to \$250 per Service Agreement	●	●
Haul away/disposal fees	●	●
Items under manufacturer's warranty	●	●

### EXCLUDED:

- Filters, 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, 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, flue venting, insufficient capacity and solar equipment.

### DOLLAR LIMITS PER SERVICE AGREEMENT:

- Concealed/concrete encased water, gas, drain, waste, vent piping, leaks and breaks in the plumbing system - \$1,000.
- Polybutylene piping and PEX Manifold plumbing system - \$1,000.
- Faucet and faucet handle repair and/or replacement of sinks, shower heads or tub spouts for kitchens and baths - \$150 per faucet.
- Toilet replacement, in the event of sediment/calcium build up - cost to repair and/or replace each toilet is limited to \$300.

## Electrical, etc.



STANDARD INCLUDED:	Seller Coverage	Buyer Coverage
Electrical wiring	●	●
Switches, outlets and panels	●	●
Central vacuum	●	●
Doorbell system	●	●
Burglar and fire alarm systems	●	●
Telephone wiring	●	●
Attic, ceiling and exhaust fans	●	●
Garage door opener - all parts and components for up to three units	●	●

SUPREME (Standard Plus These Items):	Seller Coverage	Buyer Coverage
Permanently installed lighting fixtures	●	●
Garage door hinges, springs, remote sending units	●	●
Built-in heat lamps	●	●
Corrections to code violations up to \$250 per Service Agreement*	●	●
Permits up to \$250 per Service Agreement*	●	●
Modifications up to \$250 per Service Agreement	●	●
Haul away/disposal fees	●	●
Items under manufacturer's warranty	●	●

### EXCLUDED:

- Whole house fans, data wiring, meter boxes, wiring outside the home/garage. Electronic or computerized energy management systems, lighting fixtures that are not hard-wired 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, or any loss due to water seepage along service cable. Belts, shutters and filters for attic, ceiling and 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:

- Concealed wiring - \$1,000.
- \* Does not apply to garage door opener coverage.



## Additional Buyer Options

<b>ADDITIONAL REFRIGERATOR, BUILT-IN WINE COOLER, FREESTANDING FREEZER, WET BAR REFRIGERATOR (sold separately):</b>	<b>\$40 each</b>
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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 minimum). ●

**EXCLUDED:** 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.

<b>EXTENDED PIPE LEAK:</b>	<b>\$60</b>
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External 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 main home or other structure covered by the Service Agreement. ●

**EXCLUDED:** 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.

<b>PRE-SEASON HVAC TUNE-UP:</b>	<b>\$40</b>
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A pre-season tune-up will be performed between February and March or October and November (if applicable and when available) on both the heating and air conditioning units (if applicable and when weather permits). The optional pre-season tune-up coverage can be applied to up to two systems. A system is considered one heating unit and one air conditioning unit. To complete the pre-season tune-up, an appointment must be requested during the Spring and/or Fall windows, and one service fee is due per system during a service visit. **If eligible repairs and replacements beyond the tune-up are required, no additional service fee is due.** ●

Check thermostat operation and calibrate if necessary and possible, basic hose wash of leaves and debris of condensing coil, inspect condenser fan and fan blades for stability and damage, inspect service disconnect and fuses, check amperage draw of condenser motor and compressor, check crankcase heater operation for heat pumps, check refrigerant levels and system pressures, check contactors and capacitors, check belts and pulleys; adjust when accessible and applicable, general inspection of wiring (indoor and outdoor units as applicable), visual inspection of filter; replace if customer has replacement filter readily available, check accessible condensate lines and drain pans for leaks or stoppages (additional repair charges may apply for rerouting, if necessary), check indoor/outdoor motor bearings and wheel, lubricate motors and other moving parts when applicable and necessary, test temperature rise and drop for heating and cooling, check general heating operation, test defrost cycle (heating), check gas pressure (furnace), visual inspection of furnace chambers/heat exchanger, check and if necessary clean burners, visual inspection of accessible flue pipe, check amperage draw of indoor blower motor, inspect pilot system, check controls and safeties on furnace, inspect when applicable and accessible indoor and outdoor coils for restrictions and/or damaged fins, inspect accessible ductwork for visible tears/leaks, test for carbon monoxide when accessible and applicable. ●

**EXCLUDED:** Clearing of stoppages to condensate drain lines, evaporator/indoor and condensing coil cleaning (including acid cleaning, cleaning or unclogging services required to correct problems related to the lack of manufacturer's recommended maintenance). Filters must be replaced monthly.

<b>ROOF LEAK:</b>	<b>\$100</b>
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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:** 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.

<b>POOL/SPA FRESHWATER EQUIPMENT:</b>	<b>\$160</b>
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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:** 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, remote control panel switches and booster pumps for water features. 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.

<b>POOL/SPA SALTWATER EQUIPMENT:</b>	<b>\$345</b>
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All items listed as covered for Pool/Spa Equipment Freshwater Equipment as well as saltwater cell and circuit board. ●

**EXCLUDED:** 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.

<b>SEPTIC SYSTEM:</b>	<b>\$45</b>
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Septic tank, ejector pump from house to septic tank, line from house to septic tank. ●

**EXCLUDED:** 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.

<b>WATER SOFTENER:</b>	<b>\$80</b>
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All components and parts of domestic water softener. ●

**EXCLUDED:** Conditions of insufficient or excessive water, water filters, reverse osmosis filters, water purification systems and water softening media.

**DOLLAR LIMITS PER SERVICE AGREEMENT:** Cost to diagnose, repair and/or replace - \$1,000.

<b>WELL PUMP:</b>	<b>\$75</b>
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All components and parts of well pump if utilized for primary dwelling. ●

**EXCLUDED:** 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.



# **“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 we have protected over 5.8 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.



**LONG LIVE HAPPY HOMES®**

## TERMS AND CONDITIONS

To keep the cost of this Home Warranty Service Agreement ("Service Agreement") affordable, we cannot cover everything. Cost limits for Buyer/Seller coverage are identified in the trade section under the title "DOLLAR LIMITS" on pages 3, 4 and 5. Seller "DOLLAR LIMITS" do not apply to Buyer Coverage. Service requests can be submitted at 2-10.com/homeowner or 800.775.4736.

We provide service for covered systems and/or appliances:

1. that are located at the covered address shown and within the perimeter of the main foundation of the principal residence or the attached garage. The following items are covered outside the main foundation, with applicable options: an exterior well pump, air conditioner, septic system, water heater, pressure regulator, pool or spa;
2. that do not perform their primary function due to normal wear and tear;
3. are in place and in good and safe working order at the beginning of the Service Agreement. Coverage will apply to an existing defect or mechanical failure provided the defect or mechanical failure could not have been detected by a visual inspection and a simple mechanical test. A covered item passes a visual inspection if the item is intact and without damage or missing parts that make the item inoperable. A system or appliance is in good and safe working order if the item functions normally without irregularity, smoke or other adverse outcome when operated;
4. are specified as "included" in the trade sections on pages 3, 4 and 5. If a system or item is not specified as "included" then it is not eligible for service; and
5. are located in an owned or rented residential property less than 5,000 square feet (for homes between 5,000 to 10,000 square feet an additional fee is required, call for a quote) and not commercial property or residences being used for business purposes. Commercial or business purposes include, without limitation: bed and breakfasts, daycare centers, group homes, fraternity/sorority houses, nursing/care homes, hair salons, churches and schools. Systems and appliances located in park model RVs, fifth wheels, motor homes, travel trailers and campers are not eligible for service.

### A. PROVIDING SERVICE

1. No claim forms are used, but we must pre-authorize service by an independent service contractor. If a service contractor is not available in your area, we will ask that you call your preferred service contractor and request that they evaluate your problem, but they must call us for authorization prior to performing service. Your service contractor must be licensed and insured. After authorization has been provided, you must send the acceptable proof of your actual itemized costs to 2-10 HBW before any reimbursement amount will be paid.

2. In some instances we may provide payment instead of performing a repair or replacement service when, including but not limited to: (i) the cost of completing a repair or replacement exceeds the stated "DOLLAR LIMIT"; or (ii) even after repair or replacement, the system or appliance remains non-compliant with laws, regulations or code requirements; or (iii) the system or appliance is subject to a manufacturer's recall for a defect unrelated to the covered breakdown.

a. If we elect payment, the amount will equal the lesser of: (i) what the ordinary customer would pay after negotiating the best price for such services in your area and without the benefits of this Service Agreement; or (ii) the amount we would pay for parts and labor for covered service based upon our contracts with service contractors (this amount is usually less than retail cost or your actual cost); or (iii) the "DOLLAR LIMIT" reduced by the service fee paid to the service contractor by you and the cost incurred to diagnose the malfunction.

b. We may elect payment in lieu of repairs in any particular instance. Such payments are typically made subject to restrictions. Some or all of such payment may be paid to you or a service contractor. We are not responsible for work performed by you when payment has been provided in lieu of services.

3. We support the utilization of environmental and ozone friendly alternatives to HCFCs refrigerants. The service contractor may use these refrigerants when repairing or replacing equipment that uses HCFCs refrigerants. Particularly for equipment currently using R-22 as a refrigerant. The service contractor will select a preferred refrigerant based upon its ability to approximate the HCFC refrigerant being replaced, its availability, application and any applicable regional criteria.

### B. LIMITATIONS OF LIABILITY

1. We solely determine whether covered systems or appliances and their components will be repaired, replaced or if payment is provided in lieu of services. If a Listing Service Agreement is provided, and a Buyer Service Agreement is not purchased at the time of closing, the Buyer does not have coverage.

2. When replacing a system or component of a system, we are responsible for installing replacement equipment and parts of similar features related to primary function, capacity and efficiency, but not for matching dimensions or brand. We are not responsible for matching any feature of an existing system or appliance that does not contribute to the primary function of that system or appliance. Efforts will be made to match custom

colors but cannot be guaranteed. Except for SEER coverage and R410A compatibility upgrades and code violations described in Section B.3, we are not responsible or liable to upgrade equipment, components or parts due to: (a) the incompatibility of the existing systems and appliances with the replacement system, appliance or component thereof; (b) any type of chemical or material needed to run the replacement systems, appliance or component including, but not limited to, differences in technology, refrigeration requirements or efficiency; or (c) mandates by federal, state or local governments. Should a system or appliance, as a whole be deemed ineligible for coverage, and the service fee is paid, you may request reimbursement of the paid service fee by calling 800.775.4736. If there are multiple service requests made at one time, and coverage is provided for any one of those requests, a service fee is due and not eligible for reimbursement.

3. When replacement of systems or appliances of identical dimensions are not readily available, we are responsible for installation of replacement equipment, but not for the cost of construction, carpentry or other modifications needed because of different dimensions. When Supreme is purchased, we are liable for the cost of construction, carpentry or other modifications needed because of different dimensions, up to \$250 per Service Agreement.

4. We do not correct to bring into compliance, nor pay for corrections of violations of building, fire, zoning codes or local ordinances or state and federal laws or regulations unless stated otherwise for specific covered systems and appliances. Corrections to code violations, permits and modifications when necessary to affect a covered repair are covered up to a total of \$250 per Service Agreement when Supreme is purchased. We do not perform verification and/or diagnostic testing of ductwork, the sealing of ductwork and associated repair costs.

5. We are not obligated to perform service if required permits or approvals cannot be obtained. We are liable for the costs of permits up to \$250 per Service Agreement when Supreme is purchased.

6. We are not liable for incidental, indirect, special, punitive or consequential damages, for bodily/personal injury or property damage.

7. We are not responsible for providing or closing access to covered items, except as noted in the Terms and Conditions. When it is necessary to open walls, floors or ceilings to perform a covered service, we will pay for restoration of surfaces to a rough finish only such as patch, tape, mud and/or sand.

8. We are not responsible for the repair of any cosmetic defects, smells, noises or for the cost of cleaning any parts or equipment.

9. There is no coverage for any loss or damage that is caused or made worse by any of the following causes (whether acting alone, in sequence or concurrence with any other cause or causes): misuse or abuse, missing parts, structural movement, fire, freezing, electrical failure, electrical surge, water damage, water failure, lightning, mud, earthquake, soil or foundation movement, storms, accidents, pest damage, pet damage, mold, mildew, rot, fungus, war, terrorism, acts of God, actual, alleged or threatened discharge, seepage, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste, including but not limited to: the leaching of sulfur dioxide from Chinese manufactured drywall.

10. We are not liable for failure to provide timely service due to conditions beyond our control; including but not limited to: delays in obtaining parts, equipment, weather delays, labor difficulties or scheduling difficulties between you and the service contractor.

11. We do not remove any hazardous materials including asbestos; do not transport or store any hazardous materials; and do not perform any repairs where there is environmental contamination or if such repairs would cause contamination. We do not pay charges or fees to dispose of an appliance, system or component, including but not limited to: condensing units, evaporator coils, compressors, capacitors, refrigerators, freezers, water heaters and any system/appliance which contains dangerous or hazardous materials. If noted for specific covered systems and appliances, haul away fees are covered when Supreme is purchased.

12. Costs to repair failures due to inadequate capacity, manufacturer's recall, improper design, improper previous repair (except if repaired under this Service Agreement), problems caused by alterations or modifications, will be at the homeowner's expense. Correction of improper installations, modifications or correction of mismatched equipment will be at the homeowner's expense, except as part of Supreme when necessary to effect an eligible repair. We do not repair items covered under the manufacturer's warranty unless Supreme is purchased.

13. We do not repair or replace appliances classified as commercial grade by the manufacturer, or deemed commercial style residential units. Furthermore, we do not repair or replace heating and air conditioning units over five tons.

14. The maximum aggregate liability for all claims is \$25,000.

15. We reserve the right to obtain an additional diagnosis at our expense.

16. You are responsible for additional charges to remove or install non-related equipment in order to make repairs.

17. You are responsible for cleaning and/or maintaining as specified by the equipment manufacturer.

18. Any coverage for a covered item shall be excess of any other valid and collectible insurance available to you, whether primary,

pro-rata or excess, and whether or not collected.

19. You must provide a safe working environment for the dispatched service contractor and any employee of the service contractor, nor harm any equipment/property of the dispatched service contractor. You must not threaten or harm the well-being of 2-10 HBW or any employee of 2-10 HBW.

### C. LEASE OPTION HOMES

Service coverage for a home subject to a lease-purchase contract is available for the lessee only. Payment is due at the time of possession of the home through a lease or rental agreement. Coverage begins upon receipt of payment.

### D. CONDOMINIUMS AND MULTI-FAMILY UNITS

Shared systems and equipment in a multi-unit building are covered if each dwelling unit has a separate Service Agreement with identical options purchased. Otherwise, if the service request is for a dwelling unit within a multi-unit building, then only systems and appliances specific to the covered dwelling unit will be covered. Common grounds and facilities are excluded.

### E. RENEWALS AND TRANSFER OF AGREEMENT

1. This Service Agreement may be renewed at our option and where permitted by state law. In that event, you will be notified of the terms, conditions and price of the offer. Service Agreement payment plans may be available and have an administrative processing and handling fee not to exceed 10%.

2. Upon renewal when selecting the monthly payment option, you have authorized 2-10 HBW to continue to automatically charge the monthly payment of your current Service Agreement to the credit card on file with us. If you would like to change your payment preference please call us at 800.743.4210. Your Service Agreement will automatically renew at our option, for another 12 month period unless otherwise terminated in accordance with this Service Agreement.

3. If the covered home is sold during the term of this Service Agreement, you may transfer coverage to the next homeowner by notifying us at 800.795.9595.

### F. DISPUTES

We handle every claim separately. This means we review the unique cause(s) of your claim. We rely on the information you provide to our customer service representative about your system or appliance, and the information provided by the service contractor that inspects and repairs system and appliance failures within the Terms & Conditions of this Service Agreement. In the event you do not agree with our determination, we will engage in a commercially reasonable dispute resolution process of your choice but both you and we agree that your unique situation is not to be resolved in combination with any other homeowner that has a Service Agreement.

### G. REAL AND PERSONAL PROPERTY

The price of the real property items and services is valued at 94% of the total Service Agreement price and the price of the personal property items and services is valued at 6% of the total Service Agreement price.

### H. CANCELLATION OR TERMINATION

The Provider is the responsible party for honoring cancellation requests. Such requests must be received in writing. You may cancel this Service Agreement at any time (send your written request to us at cancellations@2-10.com) and is non-cancelable by us, except for:

1. Fraud or material misrepresentation concerning any covered item or any other facts related to this Service Agreement.

2. Nonpayment of fees.

3. Substantial breaches of contractual duties, conditions or warranties.

### THIRTY-DAY GUARANTEE:

If this Service Agreement is canceled within the first 30-days, the owner of the home at the covered address will receive a refund of the purchase price less service costs, unpaid charges and a \$25 processing fee. **Minnesota Residents:** \$25 processing fee will not be deducted.

If this Service Agreement is canceled after 30-days, the owner of the home at the covered address will receive a pro-rata refund of the purchase price for the unexpired term less service costs, unpaid charges and a \$25 processing fee.

### I. STATE DISCLOSURES

This Service Agreement is administered and obligated by Home Buyers Resale Warranty Corporation d/b/a 2-10 Home Buyers Warranty (the "Provider," "us," and "we"). The Service Agreement holder is referred to as "you." Obligations of the Provider under this Service Agreement are backed by full faith and credit of the Provider (issuer) and are not guaranteed under an Agreement Reimbursement Insurance Policy. **Kentucky Residents:** This is not a contract of insurance. However, the performance of this Service Agreement is guaranteed by a surety bond written by: Westchester Fire Insurance Company, 1601 Chestnut Street, P.O. Box 41484, Philadelphia, PA 19101-1484, Attention Claims, 215.640.1000. If the Provider fails to pay any valid claim within sixty (60) days after proof of loss has been filed, a claimant is entitled under Kentucky law to make a claim directly against Westchester Fire Insurance Company at the address shown above.





yes, I'm happy to sign up!

ENROLL: 2-10.com/agent or CALL: 800.795.9595
EMAIL: agentservices@2-10.com

YOUR SYSTEMS & APPLIANCES COVERAGE

For guest homes, casitas, homes over 5,000 square feet or multiple units call for a quote.

- Buyer Seller
\$70 Seller A/C and Heat Pump Option
Supreme
\$525 Single-Family \$505 Condo/Townhome/Multi-Family
\$750 New Home Construction\* Years 1 to 3 Years 2 to 4

\* Complements 10 Year Structural Warranty.

Pricing for Additional Buyer Options is shown per year.

ADDITIONAL BUYER OPTIONS

May be purchased up to 30 days after closing.

- \$40 Pre-Season HVAC Tune-Up \$60 Extended Pipe Leak
\$50 Service Fee Buy Down to \$75 \$100 Roof Leak
\$40 Additional Refrigerator \$160 Pool/Spa Freshwater
\$40 Built-In Wine Cooler \$345 Pool/Spa Saltwater
\$40 Freestanding Freezer \$160 Additional Pool/Spa
\$40 Wet Bar Refrigerator \$45 Septic System
\$80 Water Softener
\$75 Well Pump

1. Property to be Covered

Address \_\_\_\_\_
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
Mailing address if different from above:
Address \_\_\_\_\_
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

2. Home Seller(s) and Buyer(s) Information

Seller(s) Name \_\_\_\_\_
Phone \_\_\_\_\_ Email \_\_\_\_\_
Buyer(s) Name \_\_\_\_\_
Phone \_\_\_\_\_ Email \_\_\_\_\_

3. Seller's and Buyer's 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 \_\_\_\_\_ Fax \_\_\_\_\_
Address \_\_\_\_\_
Closing Date \_\_\_\_\_ File # \_\_\_\_\_
Phone \_\_\_\_\_ Email \_\_\_\_\_

4. Totals

- \$ \_\_\_\_\_ Resale Service Agreement
\$ \_\_\_\_\_ New Home Construction Service Agreement
\$ \_\_\_\_\_ \$70 Seller A/C and Heat Pump Option
\$ \_\_\_\_\_ Buyer Options
\$ \_\_\_\_\_ State Sales Tax (where applicable)
\$ \_\_\_\_\_ Total Due

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

5. Order Your Home Warranty Service Agreement!

Confirmation #: \_\_\_\_\_

Go Green - I want to go paperless!

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

- I accept to purchase coverage.
Waiver: After being advised of the benefits and cost of this Service Agreement, we decline coverage. We 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.



**relax,** there's coverage for when the unexpected happens.



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

**SUPREME**  
**\$525**  
\$100 Service Fee

**SELLER**

Complimentary until closing, where allowed by law, and requires a commitment to purchase this Home Warranty Service Agreement for the Buyer.

**COVERED ITEMS:**

**AIR CONDITIONING AND HEAT PUMP** (up to two systems)

**APPLIANCE COLOR MATCH**

Attic, Ceiling and Exhaust Fans

Built-In Bathtub Whirlpool Motor and Pump

Built-In Microwave

Crane Cost

Dishwasher

Drain Line Stoppages

Electrical Switches and Receptacles

Electrical and Telephone Wiring

**'EVEN IF' SERVICE FEE GUARANTEE**

Fire and Burglar Alarms

Fuse Panels and Circuit Breaker Panels

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 Hood

**REFRIGERATOR - INCLUDING ICE MAKER**

Steam or Hot Water Heat Systems

Thermostats - *INCLUDING ALL TYPES*

Toilet Assembly Parts

Trash Compactor

**WATER HEATERS** (multiple units)

**WASHER AND DRYER**

Built-In Heat Lamps

Baskets and Hinges

Code Violations and Modifications Coverage

Condensing/Package Unit Pads

Electrical Cut-Off Switches

Faucets and Handles

Filters

Garage Door Hinges, Springs, Remote Sending Units

Glass/Ceramic Cooktops

Handles and Knobs

Haul Away/Disposal Fees

Ice Crushers and Beverage Dispenser

Improper Installation/Repair/Modification

Interior and Exterior Hose Bibbs

Permanently Installed Lighting Fixtures

**REFRIGERANT RECOVERY**

Rotisseries, Racks and Rollers

Self Cleaning Mechanisms

Shower Heads

Soap Dispensers

Window Units

**\$75 Service Fee with Buy Down Option**

**\$70**

**ADDITIONAL BUYER OPTIONS**

Additional Refrigerator, Built-In Wine Cooler, Freestanding Freezer, Wet Bar Refrigerator

(sold separately) **\$40**

Extended Pipe Leak **\$60**

**PRE-SEASON HVAC TUNE-UP**

(up to two systems) **\$40**

Service Fee Buy Down to \$75 **\$50**

Roof Leak **\$100**

Pool/Spa Freshwater **\$160**

Pool/Spa Saltwater **\$345**

Pool/Spa Additional **\$160**

Septic System **\$45**

Water Softener **\$80**

Well Pump **\$75**

**Enroll:** 2-10.com/agent  
800.795.9595

**Request Service:** 2-10.com/homeowner  
800.775.4736

