

LIMITED HOME SERVICE CONTRACT



U.S. HOME PROTECTIVE ASSOCIATION, INC.

Mailing Address:
 2000 Polaris Parkway, Columbus, OH 43240-2006
 Toll Free: 800-922-5181 Fax: 614-431-4424

Contract No. _____

Application must be received
 by **U.S. Home** within 10 days.

Please type or print clearly. All information must be completed for processing.

APPLICANT: <input type="checkbox"/> BUYER <input type="checkbox"/> SELLER		MEMBER-BROKER ISSUING WARRANTY	
Full Name: _____		Firm Name: _____	
Property Address: _____		U.S. Home Broker Number: _____	
City: _____	State: _____	Zip: _____	Address: _____
Phone Number: () _____		City: _____	State: _____ Zip: _____
Square Footage of Residence: _____	Is Property Owner-Occupied? <input type="checkbox"/> Yes <input type="checkbox"/> No		Real Estate Agent: _____
List Date: / /	Listing Expires On: / /	Phone Number: () _____	

NOTICE: U.S. Home Protective Association, Inc. must be notified before any repair or replacement is done in order for this contract to apply: Call 1-800-922-5181. DO NOT CALL YOUR REAL ESTATE AGENT FOR SERVICE.

COVERED ITEMS:	See reverse side for Limitations and Terms of Coverage.	BASIC COVERAGE:
<ul style="list-style-type: none"> • ATTIC FANS • BATHROOM EXHAUST FAN (BUILT-IN) • CENTRAL AIR (ELECTRIC ONLY) ★ • CENTRAL HEAT ★ • CENTRAL VACUUM • CLOTHES DRYER ★ • CLOTHES WASHER ★ • COOKTOP (BUILT-IN) • DISHWASHER (BUILT-IN) • DOORBELL • ELECTRICAL SYSTEM • GARAGE DOOR OPENER 	<ul style="list-style-type: none"> • GARBAGE DISPOSAL • HOT WATER HEATER • KITCHEN EXHAUST FAN (BUILT-IN) • MICROWAVE • PADDLE FAN • PLUMBING SYSTEM • RANGE EXHAUST FAN (BUILT-IN) • RANGE OR OVEN • REFRIGERATOR ★ • TRASH COMPACTOR (BUILT-IN) • WALL AIR-CONDITIONER (BUILT-IN) ★ • WATER SOFTENER <p style="text-align: center;">★ Available to Home Buyer Only</p>	<input type="checkbox"/> Single Family Residence under 4,000 square feet <input type="checkbox"/> 2 or more furnaces <input type="checkbox"/> 2 or more air conditioners <input type="checkbox"/> Single Family Residence 4,000 square feet and over <input type="checkbox"/> Duplex <input type="checkbox"/> Triplex <input type="checkbox"/> Fourplex Basic Cost \$ _____ Optional Coverage \$ _____
		OPTIONAL COVERAGE: (FOR HOME BUYER ONLY)
		<input type="checkbox"/> Extended Coverage Endorsement <input type="checkbox"/> Well Pump System <input type="checkbox"/> Swimming Pool (In-Ground Only) <input type="checkbox"/> Other _____
		TOTAL COST: \$ _____

THIS CONTRACT DOES NOT COVER PRE-EXISTING DEFECTS. Any items NOT qualifying for coverage due to improper connection, or because they are not in good operating condition, must be specifically listed below. Excluded items can be reinstated if **U.S. Home** receives written evidence of satisfactory repair or replacement.

EXCLUDED ITEMS: _____

A \$100 trade service call fee per repair visit or actual cost of service applies, whichever is less.

Coverage for Seller begins 10 days after listing date and continues for the duration of the listing period, not to exceed 180 days. Coverage for the Buyer begins on the date of closing and is effective for twelve months, unless otherwise revised by endorsement. All claims must be made during the coverage period. The offering price stated in the Listing Contract cannot exceed by more than 10% the average price of recent comparable sales.

AGREEMENT:

I hereby apply to **U.S. Home** Protective Association, Inc. for the Limited Home Service Contract described herein. I understand that by signing below, I am representing that the mechanical and structural items covered under this contract are in good operating condition (except any that are specifically noted as excluded on this application) on this date and will continue to be in good operating condition on the transfer date of coverage to the Buyer. I have reviewed and understand the coverage and limitations described on the back of this application.

I also understand that by my signature below, I agree to pay all fees due on the date that legal title is transferred. My election to purchase this contract is binding and may not be cancelled or rescinded. If I fail to pay the specified fees on the date of closing, I shall be liable for all attorney fees and court costs incurred by **U.S. Home** Protective Association, Inc. in the collection of same.

OHIO RESIDENTS ONLY: Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement, is guilty of insurance fraud.

Seller(s) Signature _____ Date _____

Buyer(s) Name *Please type or print clearly.* _____

Buyer(s) Signature _____ Date _____ Closing Date _____

REAL ESTATE AGENT'S DISCLOSURE AND REPRESENTATION:

This Limited Home Service Contract is a service contract providing for reimbursement of the repair or replacement cost of specified systems and appliances of a home subject to a trade service fee. The contract fee is to be paid at the closing date and includes the full amount of fees due and payable to **U.S. Home** for contract administration and provision of service. The fee includes reimbursement to the Real Estate Agent based on a good faith estimate of the value of its services and expenses incurred in promoting, selling, processing, and advertising the service contract.

I have completed a walk-through of the covered property and observe that all items covered are properly in place and in good operating condition.

Real Estate Agent's Signature _____ Date _____

PROCESSING AND MAILING INSTRUCTIONS:

White - Detach and present to Seller
Green - Detach and mail *with copy of listing* to: **U.S. Home**

Retain in Listing File until sale; then present:

Yellow - to Buyer, after obtaining signatures
Pink - to Closing Agent as authority to fund contract
Goldenrod - mail to **U.S. Home**, with copy of listing, (photocopy to Realtor)

I. AGREEMENT

Subject to acceptance by **U.S. Home** Protective Association, Inc. (hereinafter called **U.S. Home**) and in consideration of payment of fees, **U.S. Home** will provide coverage for repair or replacement of the covered systems and appliances in accordance with the terms and conditions set forth herein.

All items must be in good operating condition and in place on the effective date of this contract, and must be properly installed and maintained throughout the coverage period of this contract.

This contract covers single or multi-family resale dwellings or condominium units which have been owner-occupied for more than twelve (12) consecutive months. If multi-family dwellings are covered an additional fee must be paid, and all units must be covered by **U.S. Home** to have any coverage for common systems and appliances.

Mobile homes, homes assigned vehicle identification numbers (VIN), vacant or unoccupied dwellings or condominium units, or those which are used for business or commercial purposes, are not covered under this contract. However, homes which become vacant during the seller's contract period will be covered if heat and utilities are maintained.

II. REQUIRED NOTICE TO COMPANY

You are required to notify **U.S. Home** before any work is performed under this contract. **U.S. Home** must be notified as soon as the problem or malfunction is discovered. **U.S. Home** will accept service calls toll free 24 hours a day, 7 days a week at **1-800-922-5181**. We will not pay for expenses incurred without our prior approval. Notice must be given to **U.S. Home** prior to the expiration of this contract for coverage to apply.

III. TERMS OF COVERAGE

A. Coverage Period

Coverage for the Seller takes effect ten (10) days after the listing date, provided that a fully completed and signed contract has been received and accepted by **U.S. Home**. Seller coverage continues for the remainder of the listing period, not to exceed one hundred eighty (180) consecutive days.

Coverage for the Buyer takes effect on the date of closing (transfer of title) and continues for 12 consecutive months. However, any coverage provided for plumbing or gas leaks does not take effect until ten (10) days after the date of closing.

B. Deductible Charges

You are responsible for the first \$100 of each trade service call, or the actual cost, whichever is less. Payment is due to the Contractor at the time of the service call. **U.S. Home** will pay the Contractor any other reasonable costs, subject to the terms and limitations of this contract.

For multi-family dwellings, the deductible charges apply for each individual unit.

C. Covered Systems and Appliances - Seller and Buyer

The following systems and appliances are covered for the home seller and home buyer. All items must be located within the perimeter of the main foundation, and must be rendered inoperative due to normal wear and tear.

1. PLUMBING SYSTEM

Covered: Leaks and breaks of water, drain, gas, waste or vent lines, except when caused by freezing or roots; water softeners; sump pumps; gas or electric hot water heaters; toilet tanks, bowls and mechanisms within the toilet tanks; toilet wax rings; valves for faucets, shower, tub, and diverter.

Excluded: Insufficient or excessive water pressure; stoppages; collapse of or damage to water, drain, gas, waste or vent lines caused by roots; faucets and fixtures; bathtubs and showers; shower enclosures and base pans; sinks; toilet lids and seats; caulking or grouting; septic tanks and systems; pressure regulators; flow restrictions in fresh water lines caused by rust, corrosion or chemical deposits; sewage ejector pumps; holding or storage tanks; saunas or steam rooms; oil or solar hot water heaters; well pumps, or jet pumps; water filters or purification systems; resin bed; ion exchange bed; whirlpools and spas and their components; lawn sprinkler systems.

2. ELECTRICAL SYSTEM

Covered: Fuse boxes; circuit breaker panels; receptacles; doorbells; electrical wiring, components and parts; ceiling or paddle fans; attic fans; built-in kitchen and bathroom exhaust fans; garage door opener.

Excluded: Inadequate wiring capacity or overload; power failure or surge; burglar or fire alarms; garage door sending or sensing units; intercom and speaker systems; chandeliers and lighting fixtures; electronic or computerized energy management systems; chimes.

3. MAJOR APPLIANCES

Covered: Built-in dishwasher; built-in cooktops and ovens; ranges; central vacuum system (motor and moving parts only); built-in trash compactors; microwave ovens; garbage disposal; range exhaust fans.

Excluded: Timers and clocks; rotisserie and meat probes; glass or ceramic cooktops; removable baskets and racks; lock and key assemblies; doors, knobs, latches, racks, filters, and exterior trim gaskets; cabinet parts or cabinets; self-cleaning mechanisms; interior lining; door glass or hinges; loss of a cosmetic nature such as chips, dents, or scratches; loss due to rust or corrosion.

D. Covered Systems and Appliances - Buyer Only

The following systems and appliances are covered for the home buyer only. All items must be located within the perimeter of the main foundation unless indicated, and must be rendered inoperative due to normal wear and tear.

1. CENTRAL HEATING

Covered: Central heating systems including gas, electric, oil, hot water or steam systems and their accessible ductwork.

Excluded: Inaccessible or concrete-encased ductwork; inaccessible or concrete-encased steam or radiant heating coils or lines; radiant heating systems built-in to floors, walls, or ceilings; fuel storage tanks; dehumidifiers and humidifiers; freestanding or portable heating units of any type; filters; electronic air filters or cleaners; vents; solar heating equipment; coal or wood burning systems; registers; chimneys; cleaning; regulation of burners; loss due to rust or corrosion.

2. CENTRAL AIR CONDITIONING

Covered: Central air conditioning systems which utilize ductwork for the distribution of air; built-in wall air conditioning units; evaporator cooling units; compressors; condensers; blower or condenser fan motors; thermostats; interior freon gas lines; air handler.

Excluded: Gas air conditioning systems; portable air-conditioning units; window air-conditioning units; humidifiers; deionizers; electronic air filters or cleaners; exterior freon gas lines; filters; condenser grill guards and casings; registers; loss due to rust or corrosion.

3. MAJOR APPLIANCES

Covered: Clothes washer; clothes dryer; refrigerator.

Excluded: Timers and clocks; ice makers or ice crushers; beverage dispensers; removable baskets and racks; lock and key assemblies; doors, knobs, latches, racks, filters, and exterior trim gaskets, cabinet parts or cabinets; interior lining; door glass or hinges; loss of a cosmetic nature such as chips, dents, or scratches; loss due to rust or corrosion.

4. SWIMMING POOL (Optional Buyer Coverage)

Covered: Motors; pumps; impeller; relays; backflush valves; heater; filters; gaskets; all above-ground plumbing leading to and from swimming pool.

Excluded: Pool sweeping motors; lights; liners; underground or concrete-encased electrical, plumbing or gas lines; cleaning equipment; solar equipment; fuel storage tanks; fencing; chemicals; structural defects, loss due to rust or corrosion.

5. WELL PUMP SYSTEM (Optional Buyer Coverage)

Covered: Well pump; valves; and regulators.

Excluded: Well pumps used for purposes other than the sole source of water for domestic use; wells; water holding tanks; pressure tanks; screens; plumbing and electrical lines leading to and from the well pump; drop pipe and cable; well casing.

IV. TERMS AND CONDITIONS

A. Limitations on Liability

- Repairs or replacement must be undertaken by a legally licensed contractor approved by **U.S. Home**. Anyone performing work on items covered under this contract is in no way functioning as an agent or representative of **U.S. Home**.
- U.S. Home** has the sole right to determine whether a covered appliance, system or component will be repaired or replaced. **U.S. Home** is only responsible for installing replacement equipment of similar features, capacity, and efficiency, but not for matching dimensions, brand, or color. Upgrades and any additional costs for construction, carpentry, or other modifications made necessary by existing equipment or installing different equipment are not the responsibility of **U.S. Home**.
- When the premises covered by this contract is a condominium unit, only items contained within the interior of the individual unit are covered.
- U.S. Home** is not responsible for items or equipment that are leased, rented, or borrowed, nor for items or equipment which have been misused, vandalized, stolen, improperly cleaned or maintained, or improperly connected. Pre-existing defects or deficiencies are not covered.
- When it is necessary to open walls, floors, or ceilings to perform a covered service, **U.S. Home** will restore surfaces to a rough finish only.
- U.S. Home** is not responsible for service or costs required to comply with any federal, state or local laws, regulations, ordinances or utility regulations, or to meet current building or zoning codes or laws. **U.S. Home** is not responsible for service when permits cannot be obtained, nor will it pay any costs relating to permits or code violations. **U.S. Home** will not pay any costs involving hazardous or toxic materials, asbestos, or lead, nor will it pay costs related to freon recovery or the disposal of refrigerants or contaminants.
- U.S. Home** is not responsible for failure to provide timely service due to conditions beyond its control, including but not limited to, delays in obtaining parts, obsolete parts, or labor difficulties.
- U.S. Home** is not responsible for any repair or replacement required due to missing parts, structural changes, freezing, fire, smoke, electrical failure or surge, water damage, lightning, mud, snow, ice, earthquake or earth movement, storms, pests, riot or insurrection, malicious mischief, malfunctions related to Year 2000 (Y2K) failures, war, acts of God, accidents, nuclear hazard, or any other occurrence other than normal use of the systems and appliances covered by this contract.
- U.S. Home** reserves the right to obtain a second opinion.
- U.S. Home** is not responsible for any consequential damages which arise from the failure of any structural appliance, system or component.

B. Waiver

The waiver by **U.S. Home** of any of its rights hereunder shall not constitute a continuing waiver of such rights.

C. Assignment

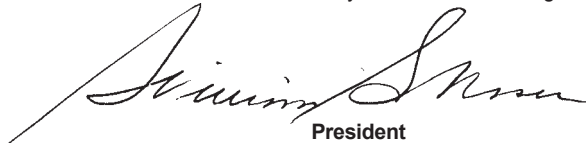
This contract may not be transferred or assigned without the written consent of **U.S. Home**.

D. Cancellation

This contract is noncancelable, except that **U.S. Home** may cancel for the following reasons: (1) nonpayment of contract fees; (2) fraud or misrepresentation of facts material to the issuance of this contract; (3) abandonment of property; (4) failure to pay any deductible charges as required under this contract.

E. Other Warranty Coverage or Insurance

In the event that there is any other collectible warranty or insurance coverage available to you when a claim or loss occurs, coverage under this contract shall be excess to such other warranty or insurance coverage.


President