

# **smile**, you know what to expect when the unexpected happens:



2-10 Home Buyers Warranty

T5 F-MD SN1145

# **Important Documents—**

**REGISTER YOUR SERVICE AGREEMENT AT** 

2-10.com/homeowner

Or New Homeowner 13534 Luke Prairie Ct Willis, TX 77378-1388

իժիլիի իրի թանդեմբ լիգնակների ին հանկերեն



Congratulations for choosing to protect your home's systems and appliances with the most comprehensive and trusted Home Warranty Service Agreement ("Service Agreement") from 2-10 Home Buyers Warranty (2-10 HBW). Your renewable Service Agreement provides budget protection against unforeseen costly breakdowns of the most likely systems and appliances in the home.

This Service Agreement explains your coverage, and includes optional coverage that may be purchased within the first 30 days from the effective date of the Service Agreement. While this is the industry's easiest-to-use Service Agreement, we're still available 24 hours a day, 365 days a year, to answer your questions.

Register your Service Agreement at 2-10.com/homeowner. We welcome you as our next happy customer.

Sincerely,

2-10 Home Buyers Warranty . . . . . . . . . . . . . . . .

Your Service Agreement Number:

Effective Date: 6/28/2023

This 2-10 HBW Service Agreement is intended to protect the listed resident and address only.



13534 LUKE PRAIRIE CT Willis, TX 77378-1388

Service Agreement Cost

(Service Agreement) \$945.75 (Options) \$750.00 + (Processing Fee): \$161.10 (Total Cost) \$1,856.85

Service Fee: \$75.00

Additional Coverage: Supreme Coverage 300.00 Washer and Dryer 150.00 Deluxe Appliance Protection 300.00

TXEv1I-11766537R \*Optional Coverage(s) Available for Purchase: Expiration Date: 6/27/2026

Optional coverage must be purchased by 7/28/2023.

Enhanced HVAC \$50.00 HVAC Plus \$99.00 Pool/Spa Freshwater Equipment \$60.00 Additional Pool/Spa Equipment \$60.00

> To purchase, log in to your account at 2-10.com/homeowner or call 800.795.9595. Coverage on additional options will be effective the day payment is received. \*Applicable taxes may apply

> > Print Date: 06/13/2023

**You'll be happy to know** you protected one of life's biggest investments with the most comprehensive and trusted home warranty service coverage from **2-10 Home Buyers Warranty**® (2-10 HBW). For seven out of every ten homes, a system or appliance will fail during the course of one year... so relax knowing that you're saving money and your home is covered from eligible, unforeseen costly repairs.

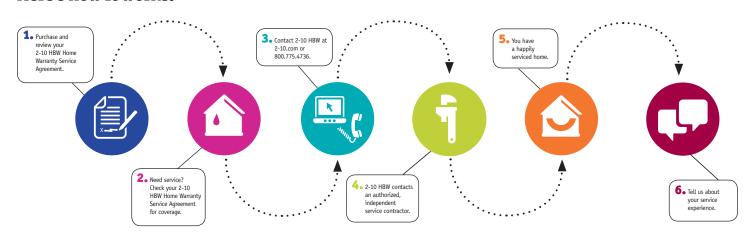
2-10 HBW has covered over 5.5 million new and pre-owned homes, and we have a network of authorized, independent service contractors. One phone call, or a few clicks online, takes care of most everything. It's fast, it's easy... and we do the work.

You'll know that there is no substitute to working with the industry leader in home warranties.



# **relax**, you have a Home Warranty Service Agreement with 2-10 HBW... the best in the business.

#### Here's how it works:



## When is my Home Warranty Service Agreement active?

Coverage is effective for a one, two or three year term and is renewable at our option. Additional options may be purchased within the first 30 days of coverage, enhancing your protection during the term of the Service Agreement. To ensure your home's systems and appliances are protected year to year by the most trusted home warranty company, be sure to renew your Home Warranty Service Agreement early and save.

## How do I request service?

Contact us at **2-10.com** or **800.775.4736**, 24 hours a day, 7 days a week to request service. We will assign an authorized, independent service contractor to handle your eligible repairs. A service contractor will schedule a time during normal business hours to diagnose and repair your covered item; under normal circumstances, our service effort will be initiated within 48 hours. In cases of emergency, we will expedite service and attempt to initiate service within 24 hours. An emergency 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.

## Who pays what?

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 prior authorization will not be paid. You are obligated to pay the service fee or the actual cost to repair and/or replace, whichever is less, for each separate service call. A service call 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 any previous service fee is outstanding. Any additional work performed by the service contractor, at your request, will be at your sole cost and risk.



#### What is the 2-10 HBW Service Guarantee?

You will not be charged a new service fee if the same part that was serviced by 2-10 HBW fails again within the term of the Service Agreement. Service performed within the last 30 days of the Service Agreement will be guaranteed for 30 days.

# here are the details... and some options.

#### **Heating System**



BASE COVERAGE	Homeown
Gas, electric, oil, gravity (centrally ducted only)	1
Steam or hot water heat systems	1
Geothermal	1
Ductwork	1
Interior gas lines	/
Permanently mounted wall units (if main	
source of heat to the home)	<b>✓</b>
Multiple units	1
Thermostats	1

#### Supreme Protection (OPTIONAL COVERAGE)

Registers	1
Grills	1
Electronic air filters and cleaners	1
Built-in heat lamps	1
Improper installation, if necessary to	
complete an eligible repair	1
Permits up to \$250 per Service Agreement	1
Haul away/disposal fees	1
Items under manufacturer's warranty	1

#### EXCLUDED:

 Coal or wood burning equipment, fireplaces, freestanding or portable heating units, fuel oil lines, fuel oil or propane gas storage tanks, chimneys, vents, outside or underground piping and components for geothermal and/or water source heat pumps, well pumps and well pump components for geothermal and/ or water source heat pumps, electronic or computerized energy management systems, zone valves and zone controllers. Heat Pumps are only covered as part of the Air Conditioning and Heat Pump coverage.

#### LIMITATIONS:

- Steam or hot water heat system \$1,500
- Geothermal heat pump system **\$1,500**
- Concrete encased or concealed ductwork \$500

#### **Air Conditioning and Heat Pump**



BASE COVERAGE	Homeowne
Centrally ducted refrigeration system	
(includes heat pump)	<b>√</b>
Evaporative cooler	1
Built-in electric wall units	<b>✓</b>
Multiple units	1
Thermostats	/

#### Supreme Protection (OPTIONAL COVERAGE)

Filters, registers, grills, window units	1
Electronic air filters or cleaners	1
Refrigerant recovery	1
Improper installation, if necessary to	
complete an eligible repair	1
Permits up to \$250 per Service Agreement	1
Haul away/disposal fees	1
Items under manufacturer's warranty	1

#### **EXCLUDED:**

 Free-standing room units and any type of gas unit including the ductwork associated with any gas units, filters, water towers, humidifiers, roof jacks, zone control systems, chillers, pre-coolers, outside or underground piping and components for geothermal and/or water source heat pumps, well pumps and well pump components for geothermal and/or water source heat pumps, electronic or computerized energy management systems.

#### LIMITATIONS:

- Geothermal heat pump system \$1,500
- Concrete encased or concealed ductwork \$500
- Refrigerant lines \$500

#### **Kitchen Appliances**



BASE COVERAGE	Homeown
Range	1
Garbage Disposal	1
Refrigerator	1
Dishwasher	1
Oven	1
Trash Compactor	1
Built-in Microwave	1
Cooktop	1

#### Supreme Protection (OPTIONAL COVERAGE)

Range/Oven/Cooktop: clocks, rotisseries,	
racks, handles, knobs and dials, interior	
lining, glass/ceramic cooktops, self-cleaning	
mechanisms and latch assemblies	1
Trash Compactor: lock and key assemblies	
and removable buckets	1
Kitchen Refrigerator: ice maker, ice crusher,	
beverage dispenser and their respective	
equipment	1
Built-in Microwave: interior lining, door	
assemblies/glass, clocks and shelves,	
turntable platforms and rollers	1
Dishwasher: racks, baskets, and rollers,	
tub and inner liners, hinges, springs, latch	
assemblies and soap dispensers	1
Improper installation, if necessary to	
complete an eligible repair	1
Permits up to \$250 per Service Agreement	1
Haul away/disposal fees	1
Items under manufacturer's warranty	1

#### EXCLUDED:

- Appliances not located in the primary kitchen.
- Meat probe assemblies, outdoor glass, sensi-heat burners will only be replaced with standard burners for range/oven/cooktop.
- Multi-media center, 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, meat probe assemblies, rotisseries for built-in microwave.
- Duplicate appliances

#### LIMITATIONS:

All kitchen appliances - \$400 per appliance.
 Purchase of the Deluxe Appliance Coverage option removes this limitation.

#### **Plumbing**



BASE COVERAGE	omeowner
	±ΰ
Leaks and breaks to water piping, waste	
lines and vent lines	<b>✓</b>
Assembly parts within the toilet tank	1
Valves: shower, tub, diverter, risers, angle	
stops and gate valves	<b>√</b>
Pressure regulators	1
Clearing of stoppages with rotary machine up to standard cable length (clearing of same lines after 30 days has elapsed shall be considered a new service request and is	
subject to a new service fee)	1
Primary, permanently installed sump pumps used for ground water	1
Built-in bathtub whirlpool motor and pump assemblies	1
Gas and electric water heaters (including tankless, power and direct vent units)	1

#### Supreme Protection (OPTIONAL COVERAGE)

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Faucets and faucet handles (chrome builder's standard used when replacement is necessary)	1
Shower heads and shower arms	1
Hose bibbs	1
Toilets of like quality up to \$300 per	
occurrence in the event of sediment/calcium	
build-up	1
Toilet wax ring seals	1
Hot or cold water delivery system using	
polybutylene plumbing up to \$250 per	
Service Agreement	1
Corrections to code violations up to \$250	
per Service Agreement	1
Improper installation, if necessary to	
complete an eligible repair	1
Permits up to \$250 per Service Agreement	1
Haul away/disposal fees	1
Items under manufacturer's warranty	1

#### **EXCLUDED:**

• Fixtures, filters, sewage ejector pumps, performing diagnosis with camera, shower enclosures, showerbase pans, caulking, grouting, lawn sprinklers, 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, water residue, insufficient capacity.

• Concealed/concrete encased water drain, vent piping, ductwork, leaks and breaks in the plumbing system

#### - \$500

#### **Electrical and Garage Door Openers**



BASE COVERAGE	Homeowne
Electrical wiring	1
Switches, outlets and panel	1
Central vacuum	1
Doorbell system	1
Burglar and fire alarm systems	1
Telephone wiring	1
Attic, ceiling and exhaust fans	1
Garage door opener – all parts and	
components for up to three units	1

#### Supreme Protection (OPTIONAL 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*  Haul away/disposal fees  Items under manufacturer's warranty		
units  Built-in heat lamps  Corrections to code violations up to \$250  per Service Agreement*  Permits up to \$250 per Service Agreement*  Haul away/disposal fees	Permanently installed lighting fixtures	1
Built-in heat lamps  Corrections to code violations up to \$250 per Service Agreement*  Permits up to \$250 per Service Agreement*  Haul away/disposal fees	Garage door hinges, springs, remote sending	
Corrections to code violations up to \$250  per Service Agreement*  Permits up to \$250 per Service Agreement*  Haul away/disposal fees	units	/
per Service Agreement*  Permits up to \$250 per Service Agreement*  ✓  Haul away/disposal fees  ✓	Built-in heat lamps	1
Permits up to \$250 per Service Agreement*  Haul away/disposal fees		
Haul away/disposal fees ✓	per Service Agreement*	1
37	Permits up to \$250 per Service Agreement*	1
Items under manufacturer's warranty ✓	Haul away/disposal fees	1
	Items under manufacturer's warranty	1

#### **EXCLUDED:**

- 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.
- Intercoms related to doorbells.

#### LIMITATIONS:

- Concealed wiring \$500 per incident
- \* Does not apply to garage door opener coverage.

#### **Additional Coverage**



WELL PUMP BASE COVERAGE	Homeowner Coverage
All components and parts of well pump if	
utilized for primary dwelling	1

#### **EXCLUDED:**

• Well casings, pressure tanks, piping or electrical lines leading to or connecting pressure tank and primary dwelling, holding or storage tanks and re-drilling of well.

#### LIMITATIONS:

• Cost to diagnose, repair and/or replace - \$500

SEPTIC SYSTEM BASE COVERAGE	Homeowne
Ejector pump from house to septic tank	1
Line from house to septic tank	1
Septic tank	/

#### EXCLLIDED:

• Lift stations, tile fields and leach beds, insufficient capacity, clean out.

#### LIMITATIONS:

• Cost to diagnose, repair and/or replace - \$500

## **more** info to know...

- At times, State and Federal agencies will pass laws, or regulations, that change what is required when replacing part, or all, of a system such as heating, air conditioning, appliances or electrical. We will cover costs related to the failed item, but not costs related to the additional government requirements. Corrections to code violations are not eligible, except where otherwise noted in the Service Agreement.
- · When replacing 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, brand or color. 2-10 HBW is 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.

For more information on this, and other coverage details, see the "Terms and Conditions."



# Enjoy exclusive discounts.

Take advantage of discounts on new GE® and Whirlpool® brand appliances all year long as a 2-10 HBW customer.

Once you are signed into homeowner portal, scroll to the bottom of the home screen and click the Home Appliance Discounts button to get the access codes.



# **Optional Coverage, If Purchased**

FRESHWATER SWIMMING POOL/SPA OPTIONAL COVERAGE	Homeowner Option
All components and parts of the heating, pumping, pool-sweep motors and filtration	
system. A spa, including an exterior hot tub and whirlpool, is also covered along with	
a swimming pool if the units utilize common equipment	1

#### **EXCLUDED**

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

#### LIMITATIONS:

Cost to diagnose, repair and/or replace - \$1,000. Coverage is limited to one set of mechanical
equipment per option purchased.

CLOTHES WASHER & DRYER OPTIONAL COVERAGE	Homeowne Option
All components and parts except those excluded	1

#### EXCLUDED:

 Plastic mini-tub, soap dispensers, filter screens, knobs, dials, venting, lint screen and damage to clothing.

#### LIMITATIONS:

• Service is for one washer and one dryer.

ENHANCED HVAC COVERAGE—HEATING SYSTEM, AIR CONDITIONER AND HEAT PUMP OPTIONAL COVERAGE	Homeowner Option
Ductwork modification	1
Condensing unit pads and package unit pads	1
Stands	1
Electrical cutoff switches	1
Mismatched HVAC equipment	1

#### **EXCLUDED:**

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

#### LIMITATIONS:

• The Enhanced HVAC Option - \$1,000



# HVAC PLUS OPTIONAL COVERAGE Perform service to mismatched systems, components having incompatible ratings or other code violations on covered systems deemed necessary to complete covered

#### **EXCLUDED**

• Upgrades not related to an eligible repair.

#### LIMITATIONS:

• Cost to diagnose, repair and/or replace - \$1,000

repairs and replacements to heating or air conditioning

# Register online.





Create Your Homeowner Portal Account: 2-10.com/homeowner

# Did you know your Homeowner Portal has these additional benefits?

- Download your Home Warranty Service Agreement
- Renew coverage and add additional options within the first 30 days from the effective date
- Keep your contact information current

- Request service, receive status updates and account notifications
- Save up to 65% on new GE® and Whirlpool® brands through our exclusive Home Appliance Discounts program

## Keeping up with home maintenance is easy with 2-10 HBW.

Record your model, serial number and last checkup date so that you can easily reference when requesting service.

SYSTEM OR APPLIANCE	MODEL	SERIAL NUMBER	DATE OF LAST SERVICE/CHECKUP
Heating System			
Garage Door Opener			
Air Conditioning System			
Electrical System			
Plumbing System			
Water Heater			
Garbage Disposal			
Dishwasher			
Refrigerator			
Range/Oven			
Microwave			
Trash Compactor			
Washer			
Dryer			
Septic System			
Well			
Hot Tub			
Pool			

Download your full home maintenance guide at **2–10.com/homemaintenance**The guide provides helpful maintenance tips to help extend the life expectancy of your home's systems and appliances.

To make our Home Warranty Service Agreement ("Service Agreement") affordable, we cannot cover everything. Cost limits for coverage equal the DOLLAR LIMIT reduced by the service fee paid by you. DOLLAR LIMITS are identified on pages 3, 4 and 5 of this Service Agreement. Our team is available 24/7 to answer questions and explain terms of coverage at 2-10.com or 800.775.4736.

#### **TERMS & CONDITIONS**

We provide service for covered systems and/or appliances:

- 1. that are located at the 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 coverage: an exterior well pump, air conditioner, septic system, water heater, pressure regulator, and pool or spa;
- 2. which do not operate correctly due to normal wear and tear;
- 3. are in place and in good and safe working order at the beginning of the service period. 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 visual inspection of the covered item means that it 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" on pages 3, 4 and 5 of this Service Agreement. 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, fratemity/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-approve service by an authorized, independent service contractor. If an authorized 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.
- 2. In some instances we may pay cash instead of performing a repair or replacement service, when:
- (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 independent 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.
- b. We are not obliged to extend such an offer in any particular instance. Such offers are typically made subject to restrictions. Some or all of such a payment may be made to you or a service contractor. We are not responsible for work performed by you when cash has been paid in lieu of services.

#### **B. LIMITATIONS OF LIABILITY**

- 1. We solely determine whether covered systems or appliances and their components will be repaired or replaced. When replacing 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, brand or color. 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. 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, except where otherwise noted in this Service Agreement.
- 2. 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 or carpentry needed because of different dimensions.
- 3. We do not correct to bring into compliance, nor pay for corrections of violations of building, fire, zoning code or local ordinances or state and federal laws or regulations unless otherwise specified. Corrections to code violations are not eligible, except where otherwise noted in this Service Agreement. We do not perform verification and/or diagnostic testing of ductwork, the sealing of ductwork and associated repair costs.
- 4. We are not obligated to perform if required permits or approvals cannot be obtained. We are liable for the costs of permits up to \$250 per Service Agreement only if Supreme Protection is purchased.
- 5. We are not liable for incidental, indirect, special, punitive or consequential damages or for bodily/personal injury or property damage.
- 6. 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 and/or mud.
- 7. We are not responsible for the repair of any cosmetic defects, smells, noises or for the cost of cleaning any parts or equipment.
- 8. There is no coverage for any loss or damage that is caused or made worse by any of the following causes (whether acting alone or in sequence or concurrence with any other cause or causes): misuse or abuse, missing parts, structural shifting, structural changes, 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, furnes, acids, alkalis, chemicals and waste, including but not limited to: the leaching of sulfur dioxide from Chinese manufactured drywall.
- 9. We are not liable for failure to provide timely service due to conditions beyond our control; including but not limited to, delays due to obtaining parts, equipment, weather or labor difficulties.
- 10. 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 if Supreme Protection was purchased.

- 11. 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 atterations or modifications, will be at homeowner's expense. Correction of improper installations or correction of mismatched equipment will be at homeowner's expense, when necessary to complete an eligible repair, unless Supreme Protection is purchased. We do not repair items under the manufacturer's warranty unless Supreme Protection is purchased.
- 12. We do not repair or replace systems or appliances classified as commercial by the manufacturer, or heating and air conditioning systems over five tons.
- 13. The maximum aggregate liability for all claims is \$25,000.00.
- 14. We reserve the right to obtain an additional opinion at our expense.
- 15. You are responsible for additional charges to remove or install non-related equipment in order to make repairs.
- 16. You are responsible for cleaning and/or maintaining as specified by the equipment manufacturer.
- 17. Any coverage for Eligible Equipment shall be excess of any other valid and collectible insurance available to you, whether primary, pro-rata or excess, and whether or not collected.

#### C. LEASE OPTION HOMES

Service coverage for a home subject to a lease-purchase contract is available for the lessee only.

#### D. CONDOMINIUMS AND MULTI-FAMILY UNITS

- Each unit in a duplex, triplex or fourplex must have a separate Service Agreement otherwise service will not be provided for common systems and appliances. The same options must be purchased for each dwelling unit.
- If the service request is for a dwelling unit within a building of five or more units, then only systems and appliances specific to the covered unit will be covered. Common 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 rate of the offer. Payment plans may be available and have an administrative processing and handling fee not to exceed 10% of the total purchase price of the Service Agreement.
- 2. By 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 terminated in accordance with the Service Agreement in Section F.
- 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 800.743.4210.

#### F. CANCELLATION OR TERMINATION

The Provider is the responsible party for honoring cancellation requests. You may cancel this Service Agreement at any time and is non-cancelable by us (send your written request to us at cancellations@2-10.com), 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. When the service period is during the listing period and close of sale does not occur or upon mutual agreement between you and us.
- 4. If you harm or threaten the safety or well-being of 2-10 HBW, any employee of 2-10 HBW, a service contractor, or any property of 2-10 HBW or of the service contractor.

If you cancel this Service Agreement, you shall be entitled to a pro rata refund of the paid Service Agreement fee for the unexpired term less service cost(s) and any other unpaid charges.

MONEY BACK GUARANTEE: If you are not satisfied within the first thirty days of the service period, you may request cancellation in writing, and receive a refund for the full purchase price of the Service Agreement less service cost(s) and any other unpaid charges.

#### G. 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 equipment 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 Home Warranty Service Agreement.

#### H. STATE DISCLOSURES

The provider/ obligor ("2-10 Home Buyers Warranty," "2-10 HBW," "we," "us," and "our") for this Service Agreement (also the "Agreement") is Home Buyers Resale Warranty Corporation. The Agreement is between us and the owner(s) ("you" and "your") of the home covered by this Agreement ("Home"). Our obligations under this Agreement are backed by full faith and credit of us and are not guaranteed under an Agreement Reimbursement Insurance Policy. This Agreement is issued by a Residential Service Provider regulated by the TX Dept. of Licensing and Regulation, where complaints can be filed online at www.tdlr.texas.gov/complaints. The purchase of a Residential Service Agreement is optional, and similar coverage may be purchased from other residential service companies or insurance companies authorized to transact 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 THAT MAY BE AVAILABLE UNDER THIS AGREEMENT. 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.

Buyer Signature \_\_\_\_\_ Date

NOTICE: WE PAY PERSONS NOT EMPLOYED BY US FOR THE SALE, ADVERTISING, INSPECTION, OR PROCESSING OF A RESIDENTIAL SERVICE CONTRACT UNDER TX OCCUPATIONS CODE 1304.

#### I. 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.