

LIMITED HOME SERVICE CONTRACT



U.S. HOME PROTECTIVE ASSOCIATION, INC.

Mailing Address:
P.O. Box 273, New Bremen, OH 45869
Toll Free: 800-922-5181 Fax: 866-922-5182

Contract
 Number:

For seller coverage to apply, this application must be received by **U.S. Home** within **10 days** of signing. For buyer coverage to apply, payment must be received within **10 days** of closing.

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

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.

<p>COVERED ITEMS: Please review entire contract for terms and limitations of coverage.</p> <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 	<p>BASIC COVERAGE:</p> <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</p> <p><input type="checkbox"/> Single Family Residence 4,000 square feet and over</p> <p><input type="checkbox"/> Duplex <input type="checkbox"/> Triplex <input type="checkbox"/> Fourplex</p> <p>Basic Cost \$ _____</p>
<ul style="list-style-type: none"> • GARBAGE DISPOSAL • HOT WATER TANK • KITCHEN EXHAUST FAN (BUILT-IN) • MICROWAVE (BUILT-IN) • PADDLE FAN • PLUMBING SYSTEM • RANGE EXHAUST FAN (BUILT-IN) • RANGE OR OVEN • REFRIGERATOR * • SUMP PUMP * • TRASH COMPACTOR (BUILT-IN) • WALL AIR-CONDITIONER (BUILT-IN) <p style="text-align: center;">*Available to Home Buyer Only</p>	<p>OPTIONAL COVERAGE: (FOR HOME BUYER ONLY)</p> <p><input type="checkbox"/> Heating/Cooling (SELLER) <input type="checkbox"/> Jetted Bathtub</p> <p><input type="checkbox"/> Hot Tub <input type="checkbox"/> Water Softener</p> <p><input type="checkbox"/> In-Ground Swimming Pool <input type="checkbox"/> Well Pump</p> <p>Optional Cost \$ _____ <input type="checkbox"/> Other: _____</p>
<p>TOTAL COST \$ _____</p>	

THIS CONTRACT DOES NOT COVER PRE-EXISTING IDENTIFIABLE 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 claim 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.

SELLER/BUYER 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 decline the warranty plan presented. I agree to hold the real estate agent and/or broker harmless with respect to any claims that would otherwise have been covered by the Limited Home Service Contract. Signature(s) _____ Date _____



Mailing Address:
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HOME WARRANTY PROGRAM

A U.S. HOME Warranty contract can help to speed up sales and increase sale price.

- **Seller pays nothing until home sells** and then only \$395, for single residence, from sales proceeds at closing. Coverage is for up to a six-month period for seller. An additional six-months of seller coverage is available, for no extra charge, at the discretion of U.S. HOME.
- **Protects seller** from repair bills on home they are about to leave and from many post-sale claims.

IMPORTANT: This exhibit is for illustrative purposes only. See Limited Home Service Contract for specific coverage details.

BASIC COVERAGE

	Seller Coverage	Buyer Coverage
CENTRAL HEATING		√
CENTRAL AIR		√
WATER HEATER	√	√
DISHWASHER	√	√
GARBAGE DISPOSAL	√	√
RANGE OVEN	√	√
COOKTOP	√	√
TRASH COMPACTOR	√	√
MICROWAVE OVEN	√	√
GARAGE DOOR OPENER	√	√
ELECTRIC SYSTEM	√	√
PLUMBING SYSTEM	√	√
DOORBELL	√	√
KITCHEN & BATH FAN	√	√
RANGE FAN	√	√
ATTIC FAN	√	√
CENTRAL VAC	√	√
GAS LINES	√	√
PADDLE FAN	√	√
REFRIGERATOR		√
WALL AIR-CONDITIONER		√
WASHER		√
DRYER		√
SUMP PUMP		√

OPTIONAL COVERAGE

CENTRAL HEATING/COOLING	√	
WATER SOFTENER		√
WELL PUMP		√
IN-GROUND SWIMMING POOL		√
HOT TUB		√
JETTED BATHTUB		√

- **Warranty includes major systems of home** such as heating, air-conditioning, plumbing, electrical, etc. This contract also includes appliances and other items listed under 'COVERED ITEMS'.
- **Seller's warranty automatically transfers to buyer at closing.** The buyer can also acquire a warranty contract directly and it includes additional 'buyer only' coverage not available to the seller. Buyer's warranty provides coverage for twelve months.
- **A U.S. HOME Warranty contract helps ensure buyer satisfaction** and protects against many unexpected repair costs.

CONTRACT PREMIUMS

BASE PREMIUMS

Single Family Residence/Condo – Less than 4,000 square feet	\$ 420
Single Family Residence/Condo – 4,000 square feet or more	\$ 695
Duplex	\$ 795
Triplex	\$1,155

The above premiums include one central heating and central cooling unit

\$100 deductible applies per claim

ADDITIONAL MANDATORY PREMIUMS FOR EACH LIVING UNIT

Each Additional Heating Unit*	\$100
Each Additional Cooling Unit	\$100
Each Additional Water Heater	\$ 50

*All electric baseboard heating constitutes a single heating unit

OPTIONAL SELLER COVERAGE

Central Heating/Cooling	\$ 65
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OPTIONAL BUYER COVERAGE

Hot Tub	\$160
In-Ground Swimming Pool	\$175
Jetted Bathtub	\$120
Water Softener	\$ 80
Well Pump	\$100

NEW CONSTRUCTION (Years 2 through 5) \$665

\$75 DEDUCTIBLE OPTION \$ 35

U.S. HOME LIMITED HOME SERVICE CONTRACT

COVERAGE 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 dwellings or condominium units. 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), or those which are used for business or commercial purposes, are not eligible for coverage under this contract.

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 of potential loss must be given to **U.S. Home** prior to the expiration of this contract for coverage to apply.

TERMS OF COVERAGE

A. Coverage Period

Coverage for the Seller takes effect ten (10) days after the contract is signed, 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.

If a seller claim has been paid, and the contract expires and/or is moved to another realtor, the seller owes **U.S. Home** the smaller of the actual cost of the claim or the annual contract premium.

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 for each claim, 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.

COVERED SYSTEMS AND APPLIANCES SELLER AND BUYER

The following systems and appliances are covered for the home seller and home buyer. All items except air conditioner, well pump (if coverage is purchased), hot tub or spa (if these optional coverages are purchased) must be located within the perimeter of the main foundation, and must be rendered inoperative due to normal wear and tear. Not every excluded claim can be listed below. If a system or appliance is not specifically shown as covered in the 'COVERED ITEMS' on the declaration page, or listed as an item under 'COVERED' in the Coverage Sections, then no coverage is provided under this contract.

1. PLUMBING SYSTEM

Covered: Leaks and breaks of water, drain, gas, waste or vent lines, except when caused by freezing or roots; primary sump pump; gas or electric hot water tanks up to 50 gallons; toilet tanks, bowls and mechanisms within the toilet tanks; toilet wax rings; valves for faucets, shower, tub, and diverter. Diagnosis, camera inspection, or repair of covered concrete-encased plumbing is limited to an annual aggregate of \$500.

Examples of items or losses not covered: Insufficient or excessive water pressure; water clarity; noise or banging; collapse of or damage to water, drain, gas, waste or vent lines caused by roots or ground settlement; faucets and fixtures; hose bibs; 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; sediment build-up; sewage ejection or grinder pumps; holding or storage tanks; saunas or steam rooms; tankless hot water systems; auxiliary water tanks or water heaters that are part of a hot water heating system; oil or solar hot water heaters; pressure relief tanks; insulation blankets; well pumps unless optional coverage is purchased; jet pumps; water filters or purification systems; lawn sprinkler systems; fireplace exclusive gas lines; whirlpools and spas and their components unless optional coverage is purchased.

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.

Examples of items or losses not covered: Inadequate wiring capacity or overload; power failure or surge; any electrical panels not located inside the house; 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: Primary kitchen appliances, including built-in dishwasher; built-in cook tops and ovens; ranges; central vacuum system (motor and moving parts only); built-in trash compactors; built-in microwave ovens; garbage disposal, range exhaust fans.

Examples of items or losses not covered: Commercially rated appliances; timers and clocks; rotisserie and meat probes; glass or ceramic cook tops; 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 cosmetic nature such as chips, dents, or scratches.

COVERED SYSTEMS AND APPLIANCES BUYER ONLY

The following systems and appliances are covered for the home buyer only. With the exception of the air conditioning unit, all items must be located within the perimeter of the main foundation, and must be rendered inoperative due to normal wear and tear. Not every excluded claim can be listed below. If a system or appliance is not specifically shown as covered in the 'COVERED ITEMS' on the declaration page, or listed as an item under 'COVERED' in the Coverage Sections, then no coverage is provided under this contract.

1. CENTRAL AIR CONDITIONING

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

Examples of items or losses not covered: Gas air-conditioning units; portable air-conditioning units; window air-conditioning units; humidifiers and dehumidifiers; deionizers; electronic air filters or cleaners; coolant; exterior coolant lines; filters, condenser grill guards and casings; registers.

**COVERED SYSTEMS AND APPLIANCES
BUYER ONLY (cont)**

2. CENTRAL HEATING

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

Examples of items or losses not covered: In-accessible or concrete-encased steam or radiant heating coils or lines; radiant heating systems built-in to floors, walls, or ceilings; fuel storage tanks; humidifiers and dehumidifiers; HRV and ERV units; booster fans or vent dampers; freestanding or portable heating units of any type; filters, electronic air filters or cleaners; vents, solar heating equipment; coal or wood burning systems; registers; fireplaces; chimneys; cleaning, regulations of burners. Diagnosis, camera inspection, or repair of covered concrete-encased plumbing or heat ducts is limited to an annual aggregate of \$500.

NOTE: The diagnosis of, access to, repair and/or replacement of, or removal of hot water, steam, gravity, glycol, converted oil or coal heating systems, or geothermal and/or water source heat pumps is limited to \$2,000 in the aggregate annually for all losses to the covered system. This \$2,000 aggregate limitation shall apply separately to each covered heating system for which a premium has been paid. All pressure regulators and water storage or pressure tanks are excluded. External components for geothermal and/or water source heat pump systems, including outside, underground or concrete encased piping, re-drilling of wells, pumps and well pumps, including their components (whether located within the perimeter of the main foundation or not) required for geothermal and/or water source heat pumps are excluded. Radiant heating of any kind is excluded from coverage under this contract.

3. MAJOR APPLIANCES

Covered: Primary kitchen refrigerator, clothes washer/dryer.

Examples of items or losses not covered: Commercially rated appliances; wine coolers; compact refrigerators; 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; refrigerator entertainment centers; interior lining; door glass or hinges; loss of a cosmetic nature such as chips, dents, or scratches.

**OPTIONAL COVERAGE
COVERED SYSTEMS AND APPLIANCES
SELLER ONLY**

When an additional premium is paid, the following systems are covered for the home seller. Not every excluded claim can be listed below. If a system or appliance is not specifically shown as covered in the 'COVERED ITEMS' on the declaration page, or listed as an item under 'COVERED' in the Coverage Sections, then no coverage is provided under this contract.

1. CENTRAL HEATING/CENTRAL AIR-CONDITIONING

Covered: The contract language shown under Central Heating/Central Air Conditioning-Buyer Only, *Covered:* is extended to the seller. The annual aggregate for both heating and air conditioning combined is limited to \$1,000.

Examples of items or losses not covered: In-accessible or concrete-encased steam or radiant heating coils or lines; radiant heating systems built-in to floors, walls, or ceilings; fuel storage tanks; humidifiers and dehumidifiers; HRV and ERV units; booster fans or vent dampers; freestanding or portable heating units or any type; filters, electronic air filters or cleaners; vents, solar heating equipment; coal or wood burning systems; registers; chimneys; cleaning, regulations of burners. Gas air-conditioning units; portable air-conditioning units; window air-conditioning units; humidifiers and dehumidifiers; deionizers; electronic air filters or cleaners; exterior coolant lines; filters, condenser grill guards and casings; registers. Diagnosis, camera inspection, or repair of covered concrete-encased plumbing or heat ducts is limited to an annual aggregate of \$500.

Use this as #7 Seller Heat and AC . . . All coverages for seller heating and air conditioning is identical to the coverage offered under buyer's coverage with the exception that is limited to an annual aggregate of \$500.

**OPTIONAL COVERAGE
COVERED SYSTEMS AND APPLIANCES
BUYER ONLY**

The following systems and appliances may be covered for the home buyer only. With the exception of the air conditioning unit, all items must be located within the perimeter of the main foundation, and must be rendered inoperative due to normal wear and tear. Not every excluded claim can be listed below. If a system or appliance is not specifically shown as covered in the 'COVERED ITEMS' on the declaration page, or listed as an item under 'COVERED' in the Coverage Sections, then no coverage is provided under this contract.

1. HOT TUB

Covered: Motors; pumps; impeller; relays; back flush valves; heater; filters; gaskets; all above-ground plumbing leading to and from hot tub. The annual aggregate for all hot tub claims is limited to \$1,000 per contract term.

Examples of items or losses not covered: Bathtub shell; caulking and grout; conditions of water flow restriction due to scale, rust, minerals or other deposits; tub jets; failure due to dry operation of equipment; gaining access to electrical component parts and/or piping; tiles and marble; tub enclosure.

2. IN-GROUND SWIMMING POOL

Covered: Motors; pumps; impeller; relays; back flush valves; heater; filters; gaskets; all above-ground plumbing leading to and from swimming pool. Coverage for either the pump and heater is limited to \$500 for each item; the annual aggregate for all pool claims is limited to \$1,000 per contract term.

Examples of items or losses not covered: 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 or leaks.

3. JETTED BATHTUB

Covered: Motors; pumps; impeller; relays; back flush valves; heater; filters; gaskets; all above-ground plumbing leading to and from swimming pool. Annual aggregate of \$500.

Examples of items or losses not covered: Bathtub shell; caulking and grout; conditions of water flow restriction due to scale, rust, minerals or other deposits; tub jets; failure due to dry operation of equipment; gaining access to electrical component parts and/or piping; tiles and marble; tub enclosure.

4. WATER SOFTENER

Covered: Domestic water softener.

Examples of items or losses not covered: Water softeners used for purposes other than the sole source of water for domestic use; resin beds; ion exchange beds; conditions of insufficient or excessive water pressure; water filters; **pressure tanks**, water purification systems.

5. WELL PUMP

Covered: Well pump; valves, and regulators.

Examples of items or losses not covered: 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.

TERMS AND CONDITIONS

A. Limitations on Liability

1. 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**.
2. **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**.
3. When the premises covered by this contract is a condominium unit, only items contained within the interior of the individual unit are covered.
4. **U.S. Home** is not responsible for items or equipment that are leased, rented, or borrowed, nor for items or equipment which has been misused, vandalized, stolen, improperly cleaned or maintained, or improperly installed or connected. Identifiable pre-existing defects or deficiencies are not covered. An identifiable pre-existing defect is defined as a condition or mechanical failure associated with a system or appliance that could have been detected by either a visual inspection and/or a simple mechanical test performed by a qualified service professional.
5. **U.S. Home** is not responsible for the cost of cranes, scissor lifts, scaffolding, helicopters or other equipment required to lift a covered system or appliance into position in order to repair or replace this item.
6. Unless previously reported to **U.S. Home**, any potential claim discovered through the home inspection process will be deemed as pre-existing and, therefore, not covered by this contract.
7. 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.
8. **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, lead or mold nor will it pay costs related to coolant recovery or the disposal of refrigerants or contaminants.
9. **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.
10. **U.S. Home** is not responsible for any repair or replacement required due to missing parts, structural changes, freezing, fire, smoke, mold, rust or corrosion, electrical failure or surge, water damage, lightning, mud, snow, ice, earthquake or earth movement, storms, pests, riot or insurrection, malicious mischief, war, acts of God, accidents, nuclear hazard, or any other occurrence other than normal use of the systems and appliances covered by this contract.
11. **U.S. Home** reserves the right to obtain a second opinion. **U.S. Home** reserved the right to inspect any repaired or replaced system or appliance.
12. **U.S. Home** is not responsible for any consequential damages which arise from the failure of any structural system/component or appliance.
13. Unless previously reported by the seller prior to a home inspection, **U.S. Home** will assume that all potential claims that arise from a home inspection were pre-existing conditions.
14. No additional claims will be handled, processed or paid by **U.S. Home** so long as any deductible payment, or unpaid contractor payment, remains outstanding.
15. If the property covered by this contract sells after payment of a claim by **U.S. Home** and a **U.S. Home** Warranty is not placed on the property, the seller will be responsible for either the cost of the claim payment or the cost of the warranty contract, whichever is less.
16. Claims for systems and appliances whose model and serial number are not identifiable due to rust, painting or other wear will be limited to the reasonable expense of replacing a similar part but, in no event, will exceed \$500.
17. Systems or appliances shown on the declaration page under Covered Items will only be covered if they were purchased with the home.
18. Additional cost associated with gaining access for repair or replacement of a covered system or appliance, whether due to walls, ceilings, floors or other systems and appliances will not be paid by **U.S. Home**.
19. In no event will **U.S. Home** pay more than \$5,000 for any single claim, nor more than \$25,000 for all claims, within the contract period.

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**. A \$35 transfer fee applies.

D. Cancellation

The contract is non-cancelable, 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; (5) claim fraud. A \$35 cancellation fee applies.

E. Arbitration Clause

Any coverage, claim or other dispute arising under the Limited Home Service Contract shall be submitted for binding arbitration under the auspices of the American Arbitration Association. Each party shall pay for their own representative and shall bear the arbitration cost equally. The judgment by the arbitrator shall be final and binding and is enforceable in court, subject to specific dollar limitations contained in this contract.

F. 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, this contract shall be excess to such other warranty or insurance coverage.



President