

WeekendSaverSM Home Preventative Maintenance Service Agreement

This Home Preventative Maintenance Agreement, hereinafter referred to as the "Agreement", is issued by the entity listed for your state on the Coverage Summary page. Such entity is hereinafter referred to as the "Issuing Company", or "we", "us", and/or "our". The owner of the home covered by this Agreement is hereinafter referred to as "you" and/or "your". This is a Home Preventative Maintenance Service Agreement, not an insurance policy.

This Agreement is intended to provide up to four (4) in-home preventative maintenance service visits, hereinafter referred to as a "Service Call", per Agreement term. **The Agreement Coverage Summary is attached to and made a part of this Agreement. Coverage is subject to the limitations and conditions specified in this Agreement.**

This Agreement has provisions for the use of final and binding arbitration to resolve disputes and otherwise limits the remedies available to you. Please see DISPUTE RESOLUTION section for more information about arbitration.

I. TERMS AND CONDITIONS

PREVENTATIVE MAINTENANCE SERVICES

1. Under the terms of this Agreement you may choose to receive up to four (one each) of the following Service Calls: 1. Appliances, 2. Heating and Air Conditioning (performed in one visit), 3. Electrical, 4. Plumbing. You may schedule only one Service Call at a time and only one Service Call during each 90-day period with the first such period commencing on your Effective Date. If you fail to schedule a Service Call during any 90-day period you may not "make-up" that Service Call by scheduling more than one Service Call during any subsequent period. No refund will be given for missed Service Calls.
2. When you call with a Service Call request, we will provide you with a referral to an independent contractor. We will use reasonable efforts to provide a referral to an independent service contractor within two (2) hours after the service request is received, if the request is received during normal business hours, and within twenty-four (24) hours if request is received after normal business hours or on weekends and holidays. In the event conditions, such as but not limited to inclement weather, prevents one of our independent service contractors from servicing you during one of your 90-day periods, you will be entitled to "make up" your Service Call during a subsequent 90-day period. You are solely responsible to call us to schedule your "make-up" Service Call.
3. This Agreement covers only the labor costs (except where indicated otherwise within this Agreement) resulting from performing a specific set of preventative maintenance tasks on certain systems and appliances in your home as listed on your Agreement Coverage Summary. Tasks are defined as the services outlined under the Definition of Coverage: Preventative Maintenance Services as set forth in this Agreement.
4. We have the sole authority to select independent service contractors. All Service Calls performed under this Agreement must be performed by the independent service contractor we refer to you. We are not responsible for any expenses you incur without our express consent or any costs associated with unauthorized work performed by any contractors and/or service providers whether or not selected by us.
5. We are not responsible for any costs for services you may elect outside of the Tasks covered by this Agreement as set forth under Definition of Coverage: Preventative Maintenance Services.
6. The specific Tasks authorized to be performed during a Service Call are specific preventative maintenance Tasks intended to help prevent your home systems and appliances from failing and to keep them running at peak efficiency. However, preventative maintenance cannot guarantee this outcome since systems are by their very nature subject to failure and to poor performance without warning despite best efforts to the contrary. Therefore we make no warranty that a specific Service Call will prevent system failure or will ensure efficient operation. We shall not be liable to you for damages, losses or any other claim resulting from such a system or appliance failure.
7. We reserve the right to alter, amend, exchange, add or eliminate, at any time and at our sole discretion the specific set of Tasks performed during a Service Call.

II. DEFINITION OF COVERAGE: PREVENTATIVE MAINTENANCE SERVICES

1. **Appliances: We will perform the following preventative maintenance Tasks on one (1) each of the following appliances:**
 - a. **Clothes Dryer:** Check and tighten supply connections (gas/electric); check and adjust leveling of unit; check operation of all console controls; check cycling of heat thermostats; check/clean blower wheel area; check dryer belt; check rollers and glides; check heater wiring/gas valve connections; clean lint from inside cabinet and filter; check lint filter; check venting for proper airflow; clean out dryer vent lines.

- b. **Clothes Washer:** Check and adjust leveling of unit; check lid switch operation; check operation of all console controls; check/tighten water connections; check for water leakage; check for oil leakage in transmission area; check drive belt; check tension of drive belt and pulleys; check pump-out timing (within specs); check tub springs for correct positioning.
- c. **Dishwasher:** Check and clean spray arms for proper operation and cracks; check fill for proper level and clean inlet screen; check all gaskets for possible leaks and repair if necessary; check detergent/drying agent dispensers; check timer and electrical components; check for proper level and re-level if needed; check water temperature.
- d. **Microwave:** Check oven door alignment; check for proper operation of interlocks; check for microwave leakage; check control operations; check and clean antenna assembly; check and clean antenna grease shield; check oven cavity for spot arcing; check wattage output of unit; check and replace (if necessary) oven light.
- e. **Range:** Check and adjust oven door gaskets; check and lube oven door latch assembly; check surface of burner operations; check broiler operations; check oven operation; check and adjust oven thermostat; check electronic ignition system; check ERC/KRC delayed oven operation; check and replace (if necessary) oven light; check and tighten gas/electric supply connections.
- f. **Refrigerator:** Check and clean condenser coils; check and clean defrost drain pan; check and tighten water line connections; clean and lube door gaskets; check and adjust leveling for proper door closure; check and align door hinges as needed; check and clean air return ducts; check fresh food/freezer air temperatures; check humidity/crisper bin control settings; check defrost controls.

2. Heating and Air Conditioning System (does not include hot water or steam heating systems):

Note: It is recommended that heating and air conditioning system Service Calls take place during the Spring or Fall months.

We cover service to one (1) each of a Heating System and/or Air Conditioning System. Check and clear primary and secondary condensate lines and pans; inspect evaporator coil if accessible; inspect condenser coil; check system operating pressures (freon levels); test temperature rise and drop of furnace; A/C and heat pump; check belts and pulleys and adjust if necessary; lubricate motors if oil ports are accessible; inspect filter and replace if customer provides replacement filter; perform a general inspection of wiring in furnace and A/C units; check amp draw of evaporator motor; check amp draw of condenser motor; check amp draw of compressor; inspect furnace chambers and burners; check controls on safeties on furnace; visual inspection of exposed flue pipe; check thermostat operation; check crankcase heater operation for heat pumps.

3. Electrical:

Pull and check main service panel; check wiring; tighten screws and lugs on breakers; apply nolac mix on aluminum wires; check for double tapped breakers; check for over loaded circuits; verify main breaker size matches SEC cable into home; check all outlets with tester looking for open grounds; neutral wires and proper polarity; test/inspect GFCI outlets and breakers; verify sump pump outlets have power and test sump pumps; survey for proper surge protection; check smoke detector batteries; replace up to two standard batteries (9 volt) if needed.

4. Plumbing:

Inspect faucets for leaks; flush 1 gallon water from water heater (if valve works); check water pressure in home; inspect accessible exposed drain lines for signs of leaks; inspect accessible water lines for signs of leaks; check sump pump operation; test water heater operation; check for slow drains in bathtubs and sinks; check operation of water heater elements (electric); check amp draw of water heater elements (electric); check operation of water heater gas burner (gas); check thermocouple on water heater (gas); check gas valve on water heater (gas); check flue pipe for deterioration on water heater (gas); inspect shower tiles for obvious cracking or separation; check garbage disposal operation.

III. LIMITS OF LIABILITY AND OTHER CONDITIONS

1. LIMITS OF LIABILITY

- a. This Agreement does not cover, and we shall not be liable for, unless otherwise specified, any costs associated with the repair or replacement of systems or appliances or their components that have failed, that are damaged but have not yet failed, or that may fail based upon the professional opinion of the independent service contractor we refer to you, or any other independent service contractor.
- b. The tradespeople/vendors/contractors in the service network are independent contractors. Accordingly the Issuing Company is not liable or responsible for, and you agree to waive, any and all claims against the Issuing Company for any loss or damage, including but not limited to, any incidental, consequential and/or punitive damages, arising from, resulting from and/or related to the acts, omissions, and/or negligence of any independent contractor in connection with the provision of or failure to provide any service, any delay in the provision of any service, any delay in securing parts or labor, and/or the failure of any equipment supplied by or used by any independent contractor, dispatched or referred under your Agreement. Nor shall the Issuing Company have any liability as a provider of any products or services, including without limitation, any liability for any defective products, services or workmanship arising out of services or products provided by a vendor, tradesperson and/or contractor dispatched or referred to you pursuant to this Agreement. Any claims for damage to the property or person must be filed directly against the vendor, tradesperson or contractor. The Issuing Company is also not liable or responsible for, and you agree to waive, any and all claims for negligence arising from, resulting from and/or related to our approval, selection and/or supervision of any independent contractor dispatched or referred

to you pursuant to this Agreement. The Issuing Company's liability to you shall in no event exceed the amount of the Issuing Company contract fee.

2. **Term.** Coverage under this Agreement commences on the effective date specified on the Agreement Coverage Summary. This Home Service Agreement expires one (1) year from Agreement effective date, unless renewed.
3. **Renewal.** This Agreement will automatically renew at the option of the Issuing Company and where permitted by state law, for successive one (1) year periods, unless cancelled by you or us in accordance with the cancellation provisions. You will be notified of any rate and/or coverage changes not less than thirty (30) days prior to the expiration of the Agreement.
4. **Assignment.** In the event of assignment or transfer of title of the covered property, this Agreement may be assigned and/or transferred at our option, where permitted by state law and when the applicable fee has been paid. We reserve the right to charge a transfer fee not to exceed \$25.
5. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreement and understandings of the parties hereto, oral or written, with respect to the subject matter hereof. Except as provided herein, all other warranties, expressed or implied, are hereby disclaimed.
6. **Disclosure.** The price of the Agreement includes the full amount of all fees due and payable as well as the costs of processing and administration for the Issuing Company and its agents where allowable by law. Any applicable state or local sales taxes are in addition to the price of the Agreement.
7. **Issuing Company.** This Agreement is issued by HomeSure Services, Inc., except in the following states where it is issued by the identified entity: in Alabama, Arizona, Florida, Illinois, Iowa, Massachusetts, Nevada, New Hampshire, New Mexico, New York, North Carolina, Oklahoma, South Carolina, Texas, Utah, Vermont, Washington, Wisconsin and Wyoming by HomeSure of America, Inc.; in California by HomeSure Protection of California, Inc.; and in Virginia and Oregon by HomeSure of Virginia, Inc. Services are provided by independent tradespeople/contractors.
8. **Corporate/Administrative Office.** Cross Country Home Services, Inc., P.O. Box 551540, Ft. Lauderdale, FL 33355-1540, 954-835-1900.

IV. CANCELLATION

1. You may void this Agreement within 30 days of the coverage effective date for a full refund of the contract fees paid if no claim has been made. The right to void this Agreement as provided in this paragraph is not transferable. A ten percent penalty per month will be added to any refund required under this paragraph, including any accrued penalties, that is not paid or credited within 30 days after termination of this Agreement pursuant to this paragraph.
2. You may cancel this Agreement within 30 days of the coverage effective date if a claim has been made, or at any time thereafter, at which time you may be entitled to a refund of unearned contract fees paid based on the short rate schedule less a processing fee of twenty-five dollars (\$25) and less the cost of any services performed pursuant to the Agreement, where permitted by law. If the refund calculation results in you owing us payment for services provided, we may bill you for the lesser of the net amount due to us or the unpaid annual term contract fee. We will bill or charge you any balance owed to us through the same mechanism as any previous installment billings, or we will direct bill you if such a mechanism is not available.
3. We may terminate this Agreement immediately, after any applicable notice provisions, for non-payment, fraud or material misrepresentation. If we terminate for fraud or material misrepresentation, this Agreement is void and we shall refund all paid contract fees if no claims have been made. If a claim has been made, we will follow normal cancellation procedures as outlined in this section.

V. DISPUTE RESOLUTION

1. ARBITRATION: All disputes, controversies or claims of any sort, arising out of or in any way relating to this Agreement, its negotiation, and the Services provided pursuant to it, whether based in contract, tort, regulation, or any other legal or equitable theory (collectively "Disputes"), shall be resolved at the consumer's choice by settlement or final and binding arbitration or in and through a small claims court having jurisdiction over such Disputes. Arbitration shall be conducted within the geographical limits of the applicable federal district court where the Covered Property is located, or such other location upon which both parties mutually agree. The Commercial Arbitration Rules and Supplementary Procedures for Consumer-Related Disputes of the American Arbitration Association (the "Arbitration Rules") in effect at the time arbitration is demanded by either party shall govern the arbitration proceeding and the selection of one neutral arbitrator to preside over the proceeding. The arbitrator is empowered to decide all Disputes and all questions related to the enforceability and scope of these Dispute Resolution provisions, including but not limited to the validity, interpretation and applicability of these Dispute Resolution Provisions. Additionally, this transaction involves interstate commerce, and these Dispute Resolution provisions shall be governed by the Federal Arbitration Act, as amended (9 USC 1). No arbitration may proceed on a class or representative basis, and the arbitrator may not consolidate any arbitration proceeding governed by these Dispute Resolution Provisions with any other person's arbitration proceeding, and may not otherwise preside over any form of a representative or class proceeding. Under the Arbitration Rules, although each

party is required to pay certain administrative and arbitrator fees, the amount the consumer may be required to pay is limited. Each party to arbitration is responsible for its own attorney's fees, if the party chooses to be represented by an attorney.

2. CLASS ACTION AND JURY TRIAL WAIVER: Each party to this Agreement may bring a Dispute against the other only in its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Each party gives up or waives any right it may have to have any Disputes between them resolved by a jury.

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