



ACHOSA (AH CHŌ SAH) MEANS THE
POWER TO CHOOSE

(888) 509-2916
WWW.ACHOSAHW.COM



PROTECT YOUR HOME WITH YOUR CHOICE OF HIGHLY RATED CONTRACTORS

WHAT IS HOME PROTECTION?

Our home protection consists of a service contract for your home's major systems and appliances. We protect homeowners from repair and replacement costs associated with our covered items.

THE ACHOSA DIFFERENCE



You choose
your own contractors
for all required services



Our process provides
more value to your
local community



Our service experts
are here to *improve*
your experience

- The power to choose your licensed service provider
- Same day payments to service providers
- Coverage for unknown pre-existing conditions
- Free seller's coverage

- No age restriction on systems & appliances
- No separate liability cap on HVAC refrigerant
- Roof leak repair covered
- No square footage limitations on homes



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ASK ABOUT
OUR PRO PLAN

HOW DOES IT WORK?

CALL IN YOUR SERVICE REQUEST

Call us to make sure the item is eligible for coverage. You'll get a service request number and recommended contractors (if you choose).

SCHEDULE YOUR DIAGNOSIS

Schedule the local contractor of your choice to diagnose the problem.

RECEIVE YOUR QUOTE

Call us back after the contractor has diagnosed the problem, but prior to the repair. We will speak to you and your contractor to determine the approved coverage dollar amount.

COMPLETE YOUR REPAIR

The contractor performs the work.

GET YOUR PAYMENT

After you are satisfied with the work, call us and we will pay our portion to the contractor. You will pay the contractor a deductible (trade call fee) for the service, or the actual cost, whichever is less, for covered items within coverage limits.

IMPORTANT NOTES

OUR PLANS DO NOT COVER EVERYTHING. Coverage limitations do apply and can be found in the terms & conditions section of our website (achosahw.com/terms).

You will be required to pay the lesser of a trade call fee or the actual cost of the service to your selected contractor for each service request. Further, if your selected contractor provides repairs or replacements to items not covered, or charges more than our allotted coverage limits, you will be required to pay those expenses.

SELLERS: Coverage is available for a 6 month listing period. It can be extended in 6 month increments thereafter.

BUYERS: Coverage is available for 12, 18, 24 or 36 months. Special pricing is available for townhomes, condos, duplexes, triplexes, fourplexes, and new construction.

	Buyers			Sellers
	Core	Prime	Prime Plus	Core
Base Price ^{1/}	\$400	\$500	\$650	\$0
Trade Call Fee	\$75	\$75	\$75	\$150
Covered Items				
Central Air Conditioning		✓	✓	✓
Central Air Plus			✓	
Central Heating System	✓	✓	✓	✓
Central Heat Plus			✓	
Electrical System	✓	✓	✓	✓
Electrical Plus			✓	
Plumbing & Drains	✓	✓	✓	✓
Plumbing Plus			✓	
Water Heater	✓	✓	✓	✓
Water Heater Prime		✓	✓	
Water Heater Plus			✓	
Major Appliances ^{2/}	✓	✓	✓	✓
Appliances Plus			✓	
Attic & Exhaust Fans	✓	✓	✓	✓
Code Violations	✓	✓	✓	✓
Garage Door Opener	✓	✓	✓	✓
Garbage Disposal	✓	✓	✓	✓
Microwave	✓	✓	✓	✓
Roof Leaks	✓	✓	✓	✓
Sump Pump	✓	✓	✓	✓
Optional Items ^{1/}				
Additional Refrigerator	\$50	\$50	\$50	Not Available
Stand Alone Freezer	\$40	\$40	\$40	
Stand Alone Ice Maker	\$80	\$80	\$80	
Jetted Bathtub	\$80	\$80	\$80	
Mini Split System	\$80	\$80	\$80	
Pool & Spa (shared eq.)	\$180	\$180	\$180	
Saltwater Pool & Spa	\$270	\$270	\$270	
Additional Pool or Spa	\$180	\$180	\$180	
Septic System	\$80	\$80	\$80	
Well Water Pump	\$80	\$80	\$80	
Water Softener	\$50	\$50	\$50	
Non-Owner Occupied Conserve	\$180	\$180	\$180	
Conserve	\$25	\$25	\$25	
Conserve Plus	\$50	\$50	\$50	
Major Appliances Cap +	\$75	\$75	\$75	

^{1/} 6 month plans for Sellers and 12 month plans for Buyers, prices subject to change

^{2/} Buyers Core includes Dishwasher and Oven/Range/Cooktop. Remaining Plans include Dishwasher, Kitchen Refrigerator, Oven/Range/Cooktop, Washer & Dryer

Achosa Home Warranty, LLC
5438 Lockwood Ridge Road, #301, Bradenton, FL 34203
Standard Real Estate Buyer's Terms and Conditions

PLEASE CAREFULLY READ THESE STANDARD REAL ESTATE BUYER'S TERMS AND CONDITIONS PLUS YOUR INVOICE (COLLECTIVELY, THIS "CONTRACT").

Throughout this Contract, the words (i) "we", "us", "our", and the "Company" refer to Achosa Home Warranty, LLC, and (ii) "you", "your" and "Real Estate Buyer" refer to the person contracting for services covered by this Contract identified on the Company's invoice executed by you (the "Invoice") describing the real property (the "Property"), duration of this Contract, and amount owed by you in consideration for our agreement to provide the services. These terms and conditions apply to all Contracts between the Company and purchasers of real estate who elect a Core, Prime, Prime Plus or Pro Plan, and any Add-On coverage as indicated on your invoice. As provided below, certain terms and conditions may differ depending on the coverage level indicated on your invoice.

1. **General.** This is a contract for the repair or replacement of the home appliances and systems specified in this Contract (the "**Equipment**") that break down due to normal wear and tear. This is not a contract for insurance. This Contract covers only the Equipment specifically identified as covered herein and excludes all other items, whether specifically identified as excluded or not.
2. **Customer Service; Procedure.** This Contract allows you to select your own licensed contractor to make covered repairs. All selected contractors must be licensed and insured. You must call our customer service department at (888) 509-2916 to initiate all claims. At your request, the Company will provide you with names of licensed contractors in your area. If no covered defects are discovered or repaired during a service call, you are responsible for the entire cost of the service call.
3. **Coverage; Coverage Period; Payment.** Subject to the Limitation of Liability set forth in Section 6 of this Contract:
 - a. This Contract covers only the Equipment located at the Property as specifically identified in Sections 4 and 5 of the Contract for the service(s) on your Invoice. Repair or replacement of covered Equipment is subject to maximum annual dollar limits as provided in this Contract. **In aggregate, and notwithstanding anything to the contrary as may be set forth in this Contract, the**

Company will pay no more than \$25,000 per year for covered Equipment in this Contract.

- b. Subject to purchase of Contracts for multiple-unit properties in accordance with Section 5(e) and Section 9, the purchaser of this Contract agrees and acknowledges that coverage described in these terms and conditions are solely available to Real Estate Buyers of owner-occupied Property. The Company provides an optional add-on coverage for use in conjunction with this Contract for a Property that is not owner-occupied. The Company reserves the right to cancel this Contract or require the purchase of the optional add-on coverage prior to covering any service request should it determine that the Property is not owner-occupied.
- c. The Company has the sole right to decide whether to repair or replace the Equipment. All replacements authorized by Company will be of a similar or equivalent quality to the covered Equipment. Should you decide to replace any Equipment with respect to which the Company has decided to cover the repair, the Company will only pay the amount the repair would have cost (less the applicable service fee), and you will be responsible for the difference in cost between repair and replacement.
- d. Coverage under this Contract begins at the closing of your purchase of the Property and continues for the term described in the Invoice (the "**Coverage Period**"). Payment of the fees required for coverage under this Contract as specified in the Invoice are due and payable the Property purchase closing date. If payment is not received within fourteen (14) days after such closing date, the Company has a right to cancel this Contract and pursue reimbursement for any claims previously paid, subject to any state specific cancellation limitations. At the Company's discretion, it will provide you options for continuation of service prior to the end of your Coverage Period.
- e. You will be required to pay the lesser of the applicable service fee (\$75) or the actual cost of the service to your selected contractor for each service request. Further, if your selected contractor repairs or replaces Equipment that is not covered by this Contract, or charges more for

the service than our coverage limits, you will be required to pay the excess expenses.

- f. You continue to be responsible for normal maintenance on all covered Equipment. Equipment is not covered under this Contract unless it is in proper working order at the beginning of coverage. To be covered, Equipment must be installed and located within the interior of the main foundation of the primary dwelling (except for air conditioning) of the Property. This Contract provides coverage for unknown defects only if the defect is not detectable through visual inspection or simple mechanical test. The Company may require additional documentation to confirm compliance with these terms and conditions in the event coverage is requested for unknown defects.

4. **Covered Equipment.**

a. **Attic & Exhaust Fans**

Included: Motors, switches, controls, bearings

Excluded: Shutters, filters and lights, range hoods

Maximum annual coverage: \$500

b. **Central Air Conditioning**

Included: Ducted electric central air conditioning units and crane costs for replacements

Excluded: Window units, circulation/recirculation pumps, condensation pumps, ductwork, non-ducted wall units, humidifiers, chillers, outside or underground piping, zone controls, dampers

Maximum annual coverage:

Core = \$0 (No Coverage) Prime = \$2,000

Prime Plus = \$2,500 Pro = \$3,500

c. **Central Heating System**

Included: Ducted and water sourced primary central heating units (this equipment includes heat pump systems and packaged HVAC systems)

Excluded: Space heaters, circulation/recirculation pumps, ductwork, ductless systems, filters, humidifiers, electronic air cleaners, UV lights, registers, fuel storage tanks, grills, chimneys, flues, vents, outside or underground components, zone controls, dampers

Maximum annual coverage:

Core = \$2,000 Prime = \$2,000

Prime Plus = \$2,500 Pro = \$3,500

d. **Code Violations**

Included: When the correction of code violation(s) is required for a covered repair or replacement, **the Company will pay up to \$250 to correct it**

e. **Dishwasher**

Included: All, except specifically excluded below

Excluded: Racks, baskets, rollers, springs, removable trays, interior lining, lock assemblies

Maximum annual coverage:

Core = \$500 Prime = \$500

Prime Plus = \$1,000 Pro = \$1,500

f. **Electrical System**

Included: Main electrical panel, outlets, switches, wiring, subpanels, and doorbells

Excluded: Solar components, damage due to power surges, inadequate capacity, low voltage systems

Maximum annual coverage:

Core = \$500 Prime = \$500

Prime Plus = \$1,000 Pro = \$1,500

g. **Garage Door Opener**

Included: All, including hinges and springs, except specifically excluded below

Excluded: Garage doors, sensors, chains, tracks, rollers, wiring, loss of remote devices, batteries, lights

Maximum annual coverage: \$500

h. **Garbage Disposal**

Included: All, except specifically excluded below

Excluded: Problems or jams caused by bones, glass or non-food objects

Maximum annual coverage: \$500

i. **Kitchen Refrigerator**

Included: All for the refrigerator that is located in the kitchen, except specifically excluded

Excluded: Racks, shelves, lighting, handles, water line restrictions, interior thermal shells, wine coolers, mini refrigerators, door seals and gaskets, hinges, glass, AV equipment, internet connections, units moved out of the kitchen

Maximum annual coverage:

Core = \$0 (No Coverage) Prime = \$500

Prime Plus = \$1,000 Pro = \$1,500

j. **Microwave**

Included: For built in microwaves only, all, except specifically excluded below

Excluded: Interior lining, door glass, clocks, racks, knobs, meat probes, rotisseries

Maximum annual coverage: \$500

k. **Oven/Range/Cooktop**

Included: All, including range hoods, except specifically excluded below

Excluded: Rotisseries, lights, knobs, dials, racks, baskets, removable trays, door glass, interior lining, meat probe assemblies and clocks, glass or ceramic cooktops, accessories, self-cleaning mechanisms

Maximum annual coverage:

Core = \$500 Prime = \$500

Prime Plus = \$1,000 Pro = \$1,500

l. **Plumbing & Drains**

Included: Within the interior of the main foundation of the home: leaks to drains, leaks to water lines, leaks to sewer lines, assemblies within toilet tank, fixtures and faucets, valves to shower, pressure regulators, pressure relief valves, interior hose bibs, risers, clearing of stoppages

Excluded: Sinks, bathtubs, exterior hose bibs, filters, ejector pumps, grinders, shower pans or enclosures, tub enclosures, toilet bowl or tank, toilet flanges, caulking or grouting, root damage, loss due to chemical or mineral deposits, water softeners, whirlpool tub pumps, access through/restoration of water damaged areas, anything outside of the main foundation

Maximum annual coverage:

Core = \$500 Prime = \$500

Prime Plus = \$1,000 Pro = \$1,500

Maximum annual coverage is inclusive of up to \$500 for access to concealed plumbing and restoration thereof.

m. **Roof Leaks**

Included: Asphalt or clay shingles, slate, metal roofing and flashing

Excluded: Skylights, acts of God, chimney caps, improper installations

Maximum annual coverage: \$500

n. **Sump Pump (Ground Water Only)**

Included: Mechanical parts and components that are permanently installed

Excluded: Ejector pumps, backup power assemblies and portable units

Maximum annual coverage: \$500

o. **Washer & Dryer**

Included: All for one washer and one dryer, except specifically excluded below

Excluded: Plastic mini-tubs, soap dispensers, filter/lint screens, knobs & Dials, venting and damage to clothing

Maximum annual coverage per Washer and per Dryer:

Core = \$0 (No Coverage) Prime = \$500

Prime Plus = \$1,000 Pro = \$1,500

p. **Water Heater**

Included: All, including issues related to water pressure, except specifically excluded below

Excluded: Oil hot water tanks, auxiliary holding or storage/expansion tanks, circulation/recirculation pumps, losses from chemical or mineral deposits, insufficient capacity

Maximum annual coverage:

Core = \$500 Prime = \$750

Prime Plus = \$1,000 Pro = \$1,500

5. **Add-On Coverage.** You may elect to purchase any one or more of the following add-on benefits, which will be provided by the Company in accordance with the terms of this Section if such coverage is listed on your invoice.

a. **Additional Refrigerator**

Included: All except specifically excluded

Excluded: Racks, shelves, lighting, handles, water line restrictions, interior thermal shells, door seals and gaskets, hinges, glass, AV equipment, internet connections

Maximum annual coverage: \$1,000

b. **Conserve**

Included: When Equipment requires replacement, this Add-On allows you to replace the Equipment with new Equipment that is more energy efficient. This only applies when the replacement Equipment is more energy efficient than the existing Equipment.

Excluded: This Add-On may only be used once for Equipment in each Covered Equipment section in the Standard Terms & Conditions.

Maximum Annual Coverage: Up to \$200 more than the Standard Terms & Conditions coverage for a “like for like” Equipment replacement.

c. Conserve Plus

Included: When Equipment requires replacement, this Add-On allows you to replace the Equipment with new Equipment that is more energy efficient. This only applies when the replacement Equipment is more energy efficient than the existing Equipment.

Excluded: This Add-On may only be used once for Equipment in each Covered Equipment section in the Standard Terms & Conditions.

Maximum Annual Coverage: Up to \$400 more than the Standard Terms & Conditions coverage for a “like for like” Equipment replacement.

d. Ductless Mini-Split System

Included: Outdoor compressor/condenser, indoor air handling unit, conduit

Excluded: Maintenance, air filters, handheld remotes

Maximum annual coverage: \$1,000

e. Jetted Bathtub

Included: Mechanical parts such as accessible controls, accessible plumbing lines, air pumps, drains, gaskets, circulation pump motor

Excluded: Bathtub shell, caulking, grout, gaining access to equipment, tiles, tub enclosure, failures due to improper operation, rust

Maximum annual coverage: \$600

f. Major Appliances Maximum Cap Replacement Enhancement

Included: Replacements due to items included in **4. Covered Equipment** for Dishwasher, Kitchen Refrigerator, Oven/Range/Cooktop, Washer & Dryer.

Excluded: All repairs, and replacements due to items excluded in **4. Covered Equipment** for Dishwasher, Kitchen Refrigerator, Oven/Range/Cooktop, Washer & Dryer.

Maximum Annual Coverage: Up to \$500 more than the Standard Terms & Conditions coverage for a “like for like” Equipment replacement.

g. Non-Owner-Occupied Property

Included: Waiver of the owner-occupied requirement in Section 3.b.

h. Pool and Spa

Included: Components of the heating, pumping and filtration system for the pool and spa where both utilize

common equipment. If the pool and spa utilize different equipment, additional coverage must be purchased to cover both the pool and the spa.

Excluded: skimmers, pool sweeps, lights, liners, jets, underground/inaccessible lines, cleaning equipment, solar equipment, structural defects, timers, remote controls

Maximum annual coverage: \$800

i. Saltwater Pool and Spa

Included: Components of the heating, pumping and filtration system for the saltwater pool and spa where both utilize common equipment. If the saltwater pool and spa utilize different equipment, additional coverage must be purchased to cover both the pool and the spa.

Excluded: skimmers, pool sweeps, lights, liners, jets, underground/inaccessible lines, cleaning equipment, solar equipment, structural defects, timers, remote controls

Maximum annual coverage: \$1,200

j. Additional Pool or Spa

Included: Components of the heating, pumping and filtration system for the additional pool or spa where both utilize different equipment.

Excluded: skimmers, pool sweeps, lights, liners, jets, underground/inaccessible lines, cleaning equipment, solar equipment, structural defects, timers, remote controls

Maximum annual coverage: \$800

k. Septic System

Included: Septic tank and line from house, baffles, sewage ejector pump and switches

Excluded: Drain field, tile fields, leach beds, clean out, insufficient capacity, blockages from tree roots or foreign objects, pumping, leach lines, field lines

Maximum annual coverage: \$500

l. Stand Alone Freezer

Included: All except specifically excluded

Excluded: Racks, shelves, lighting, handles, water line restrictions, interior thermal shells, door seals and gaskets, hinges, glass, AV equipment, internet connections

Maximum annual coverage: \$500

m. Stand Alone Ice Maker

Included: All except specifically excluded

Excluded: Racks, shelves, lighting, handles, water line restrictions, interior thermal shells, door seals and gaskets, hinges, glass, AV equipment, internet connections

Maximum annual coverage: \$500

n. **Water Softener**

Included: Mechanical parts & components of a single unit water softener and connecting water lines

Excluded: Water pressure issues, water purity or clarity, odor control, resin beds, salt replacement, corrosion, normal maintenance, purification systems, rented/leased equipment

Maximum annual coverage: \$600

o. **Well Water Pump**

Included: Pump, valves and regulators for main dwelling

Excluded: Holding or storage tanks, digging, locating pump, re-drilling of wells, well casings, pressure tanks, pressure switches or gauges, piping, electrical lines, screens, pumps used for lawn sprinklers or other like systems

Maximum annual coverage: \$500

6. **Limitation of Liability.** Notwithstanding anything to the contrary set forth in this Contract:

- a. The Company will not cover any services performed on Equipment without Company's prior authorization or outside of the Coverage Period. Further, the Company will not cover costs related to previous improper installations of Equipment or the failure of Equipment to meet any code or legal requirements.
- b. The Company will not cover any damage to Equipment due to failure to maintain Equipment as instructed by manufacturers. Further, the Company is not liable for repairing any Equipment with manufacturer's defects or under manufacturer's warranty. The Company is not liable for indirect, incidental, special, or consequential damages, fire damage, water damage, failures due to power surge, damage due to weather/acts of God, lost or imputed profits or revenues, or personal injury from a covered item even if advised of the possibility.
- c. The Company is not responsible for failure to provide reasonable service due to circumstances beyond its control. The Company will not be obligated to cover repairs to commercial grade or leased Equipment. Valuing systems beyond normal life expectancy will be at the sole discretion of the Company.

7. **Dispute Resolution.** Any controversy, dispute or claim arising out of or relating to this Contract, including whether the controversy, dispute or claim is arbitrable (each, collectively, a "Dispute"), shall be submitted to arbitration administered by the American Arbitration Association ("AAA") or its successor under the AAA rules in effect at the time the arbitration commences. The arbitration shall be conducted

before a panel of three arbitrators selected and appointed in accordance with AAA rules, and will take place in the county in which the property is located. Each Party may be represented by one or more attorneys or other selected representative(s). Each Party will bear and pay equally the fees and expenses of AAA and each party will bear its own attorneys' fees, costs and other expenses in connection with arbitration. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

8. **Cancellation.** If this Contract is cancelled, you shall be entitled to a pro rata refund of the paid Contract fee for the unexpired term, less an administrative fee equal to the lesser of 10% of the contract price or \$50 and less all service (claims) costs incurred by the Company. Cancellations within 30 days of contract initiation are not subject to the proration or administrative fee.

9. **Multiple Units.** If this contract is for a Property that is a duplex, triplex, or fourplex dwelling, the invoice must reflect said property type in order for all of the units to be covered. Equipment that serves multiple units will only be covered if all Property units are covered by a Contract as of the repair request date. When multiple units are covered, each individual unit is subject to its own maximum annual coverage limits as identified above.

10. **New Construction.** If this contract is for a Property that is newly constructed and the new construction option is selected, coverage begins on the first day of the thirteenth (13th) month after the home purchase.

11. **Transfer of Contract.** If ownership of the Property changes during the Coverage Period, you must notify the Company promptly, but in no event later than thirty (30) days after the Property is transferred, at (888) 509-2916, in order for this Contract to be transferred to the new owner. This Contract is assignable by the Company without consent.

12. **Miscellaneous.**

- a. **Personally Identifiable Information.** By submitting any of your personally identifiable information, such as your name, address, email address, phone number or fax number, to us, you consent to our privacy policy located at www.achosahw.com/terms.
- b. **Severability.** If any term or provision of this Contract is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Contract or

invalidate or render unenforceable such term or provision in any other jurisdiction.

- c. Headings. The headings in this Contract are for reference only and shall not affect the interpretation of this Contract.
- d. Governing Law. All matters arising out of or relating to this Contract shall be governed by and construed in accordance with the internal laws of the state in which the Property is located without giving effect to any choice or conflict of law provision or rule.
- e. Entire Agreement. This Contract (including the Invoice and all documentation related to Add-Ons), constitutes the sole and entire agreement of the parties to this Contract with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

13. Specific State Requirements. The following state specific requirements apply if your Contract covers a Property located in one of the following states and supersede any other provision within your Contract to the contrary.

- a. Alabama. Obligations of the Company under this service contract are backed by the full faith and credit of the Company.

The Company may cancel this contract for any business reason. The Company shall mail a written notice you at least five days prior to cancellation by the Company. Such prior notice is not required if the reason for cancellation is nonpayment of the fee or a material misrepresentation by you to the Company relating to the covered property or its use.

If this Contract is cancelled, you shall be entitled to a pro rata refund of the paid Contract fee for the unexpired term, less an administrative fee equal to \$25 and less all service (claims) costs incurred by the Company. Cancellations within 30 days of contract initiation are not subject to the proration or administrative fee.

- b. Georgia. The Company's obligations under this Contract for a Property located in the State of Georgia are insured by a Surety Bond issued by Philadelphia Indemnity Insurance Company, 4050 Crums Mill Road, Suite 201, Harrisburg, PA 17112. If a claim or refund for

a Property is not paid within 60 days after a proof of loss has been filed, you shall be entitled to file a direct claim against the surety at the above address.

The Company may only cancel this Contract for fraud, material misrepresentation, or nonpayment. For cancellations by the Company, the Company will issue a pro-rata refund of the paid Contract fee for the unexpired term without any further deductions. For all other cancellations, the Company will issue a pro-rata refund of the paid Contract fee for the unexpired term less 10% of the refund amount due without any further deductions. Should the Company cancel this Contract, it will provide at least thirty (30) days written notice.

Arbitrations will be conducted in the county in which the Property is located. Arbitrations will be nonbinding.

- c. Iowa. Obligations of the Company under this Contract are backed by the full faith and credit of the Company and are not guaranteed under a reimbursement insurance policy.

The issuer of this Contract is subject to regulation by the Insurance Division of the Department of Commerce of the State of Iowa. Complaints that are not settled by the issuer may be sent to the Insurance Division. The address for the Iowa Insurance Division is 1963 Bell Avenue, Suite 100, Des Moines, IA 50315-1000.

A ten percent penalty shall be added each month to a refund that is not paid to you within thirty days of cancellation.

The Company may cancel this contract for any business reason. If the Company cancels the Contract, the Company shall mail a written notice of termination to you at least 15 days before the date of the termination. Prior notice of cancellation by the service company is not required if the reason for cancellation is nonpayment of the purchase price, a material misrepresentation by you to the Company, or a substantial breach of duties by you relating to the covered product or its use.

- d. Kentucky. The Company has a performance bond with the Great American Insurance Company, 301 E. 4th Street, Cincinnati, Ohio 45202. You are entitled to make a direct claim against the insurer upon the failure of the Company to pay any claim within 60 days after the claim has been filed with the Company.

- e. Michigan. If performance of the service contract is interrupted because of a strike or work stoppage at the company's place of business, the effective period of the service contract shall be extended for the period of the strike or work stoppage.
- f. Oklahoma. Obligations of the Company under this service contract are backed by the full faith and credit of the Company.
- g. South Carolina. This service contract is not an insurance contract. Obligations of the Company under this service contract are backed by the full faith and credit of the Company. A ten percent penalty per month shall be added to a refund that is not paid or credited within forty-five days after return of the service contract to the provider. In the event of a dispute, you may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, SC 29201 or (800) 768-3467.
- h. Texas. This contract is issued by a Residential Service Company licensed by the Texas Department of Licensing and Regulation. Complaints about this contract or company may be directed to the Texas Department of Licensing and Regulation at 920 Colorado St, Austin, TX 78701, (512) 463-6599. The purchase of a residential service contract or home warranty contract is optional and similar coverage may be purchased from other residential service companies or insurance companies authorized to conduct business in Texas.

NOTICE: THIS COMPANY PAYS PERSONS NOT EMPLOYED BY THE COMPANY FOR THE SALE, ADVERTISING, INSPECTION, OR PROCESSING OF A RESIDENTIAL SERVICE CONTRACT UNDER TEXAS OCCUPATIONS CODE §1303.304.

Under normal circumstances, the company will initiate the performance of services within 48 hours after the contract holder requests the services.

Achosa Home Warranty, LLC
5438 Lockwood Ridge Road, #301, Bradenton, FL 34203
Standard Real Estate Seller's Terms and Conditions

PLEASE CAREFULLY READ THESE STANDARD REAL ESTATE SELLER'S COVERAGE TERMS AND CONDITIONS AND YOUR INVOICE (COLLECTIVELY, THIS "CONTRACT").

Throughout this Contract, the words (i) "we", "us", "our", and the "Company" refer to Achosa Home Warranty, LLC, and (ii) "you", "your" and "Real Estate Seller" refer to the person contracting for services covered by this Contract identified on the Company's invoice executed by you (the "Invoice") describing the real property (the "Property"), duration of this Contract, and amount owed by you in consideration for our agreement to provide the services. These terms and conditions apply to all Contracts between the Company and sellers of real estate who elect coverage as indicated on your invoice.

1. **General.** This is a contract for the repair or replacement of the home appliances and systems specified in this Contract (the "Equipment") that break down due to normal wear and tear. This is not a contract for insurance. This Contract covers only the Equipment specifically identified as covered herein and excludes all other items, whether specifically identified as excluded or not.
2. **Customer Service; Procedure.** This Contract allows you to select your own licensed contractor to make covered repairs. All selected contractors must be licensed and insured. You must call our customer service department at (888) 509-2916 to initiate all claims. At your request, the Company will provide you with names of licensed contractors in your area. If no covered defects are discovered or repaired during a service call, you are responsible for the entire cost of the service call.
3. **Coverage; Coverage Period; Payment.** Subject to the Limitation of Liability set forth in Section 5 of this Contract:
 - a. This Contract covers only the Equipment located at the Property as specifically identified in Section 4 of the Contract for the service(s) on your Invoice. Repair or replacement of covered Equipment is subject to maximum annual dollar limits as provided in this Contract. **In aggregate, and notwithstanding anything to the contrary as may be set forth in this Contract, the Company will pay no more than \$1,000 for covered Equipment in this Contract.**

- b. The Company has the sole right to decide whether to repair or replace the Equipment. All replacements authorized by Company will be of a similar or equivalent quality to the covered Equipment. Should you decide to replace any Equipment with respect to which the Company has decided to cover the repair, the Company will only pay the amount the repair would have cost (less the applicable service fee), and you will be responsible for the difference in cost between repair and replacement.
- c. Coverage is available only in conjunction with your anticipated sale of the Property and the purchase of the Company's Standard Real Estate Buyer's coverage for the Property. Your coverage becomes effective the day the Invoice is received by the Company and continues until the earlier of (a) expiration of the initial listing period (up to 180 days), (b) close of sale of the Property, or (c) termination of your Property being listed for sale (the "**Coverage Period**"). At the Company's discretion, it will provide you options for continuation of service prior to the end of your Coverage Period.
- d. You will be required to pay the lesser of the applicable service fee (**\$150**) or the actual cost of the service to your selected contractor for each service request. Further, if your selected contractor repairs or replaces Equipment that is not covered by this Contract, or charges more for the service than our coverage limits, you will be required to pay the excess expenses.
- e. You continue to be responsible for normal maintenance on all covered Equipment. Equipment is not covered under this Contract unless it is in proper working order at the beginning of coverage. To be covered, Equipment must be installed and located within the interior of the main foundation of the primary dwelling (except for air conditioning) of the Property. This Contract provides coverage for unknown defects only if the defect is not detectable through visual inspection or simple mechanical test.

4. Covered Equipment.

- a. **Attic & Exhaust Fans**

Included: Motors, switches, controls, bearings

Excluded: Shutters, filters and lights, range hoods

Maximum annual coverage: \$500

b. Central Air Conditioning

Included: Ducted electric central air conditioning units and crane costs for replacements

Excluded: Window units, circulation/recirculation pumps, condensation pumps, ductwork, non-ducted wall units, humidifiers, chillers, outside or underground piping, zone controls, dampers

Maximum annual coverage: \$1,000

c. Central Heating System

Included: Ducted and water sourced primary central heating units (this equipment includes heat pump systems and packaged HVAC systems)

Excluded: Space heaters, circulation/recirculation pumps, ductwork, ductless systems, filters, humidifiers, electronic air cleaners, UV lights, registers, fuel storage tanks, grills, chimneys, flues, vents, outside or underground components, zone controls, dampers

Maximum annual coverage: \$1,000

d. Code Violations

Included: When the correction of code violation(s) is required for a covered repair or replacement, **the Company will pay up to \$250 to correct it**

e. Dishwasher

Included: All, except specifically excluded below

Excluded: Racks, baskets, rollers, springs, removable trays, interior lining, lock assemblies

Maximum annual coverage: \$500

f. Electrical System

Included: Main electrical panel, outlets, switches, wiring, subpanels, and doorbells

Excluded: Solar components, damage due to power surges, inadequate capacity, low voltage systems

Maximum annual coverage: \$500

g. Garage Door Opener

Included: All, including hinges and springs, except specifically excluded below

Excluded: Garage doors, sensors, chains, tracks, rollers, wiring, loss of remote devices, batteries, lights

Maximum annual coverage: \$500

h. Garbage Disposal

Included: All, except specifically excluded below

Excluded: Problems or jams caused by bones, glass or non-food objects

Maximum annual coverage: \$500

i. Kitchen Refrigerator

Included: All for the refrigerator that is located in the kitchen, except specifically excluded

Excluded: Racks, shelves, lighting, handles, water line restrictions, interior thermal shells, wine coolers, mini refrigerators, door seals and gaskets, hinges, glass, AV equipment, internet connections, units moved out of the kitchen

Maximum annual coverage: \$500

j. Microwave

Included: For built in microwaves only, all, except specifically excluded below

Excluded: Interior lining, door glass, clocks, racks, knobs, meat probes, rotisseries

Maximum annual coverage: \$500

k. Oven/Range/Cooktop

Included: All, including range hoods, except specifically excluded below

Excluded: Rotisseries, lights, knobs, dials, racks, baskets, removable trays, door glass, interior lining, meat probe assemblies and clocks, glass or ceramic cooktops, accessories, self-cleaning mechanisms

Maximum annual coverage: \$500

l. Plumbing & Drains

Included: Within the interior of the main foundation of the home: drains, leaks to water lines, leaks to sewer lines, assemblies within toilet tank, fixtures and faucets, valves to shower, pressure regulators, pressure relief valves, interior hose bibs, risers, clearing of stoppages

Excluded: Sinks, bathtubs, exterior hose bibs, filters, ejector pumps, grinders, shower pans or enclosures, tub enclosures, toilet bowl or tank, toilet flanges, caulking or grouting, root damage, loss due to chemical or mineral deposits, water softeners, whirlpool tub pumps, anything outside of the perimeter of the main foundation

Maximum annual coverage: \$500

m. **Roof Leaks**

Included: Asphalt or clay shingles, slate, metal roofing and flashing

Excluded: Skylights, acts of God, chimney caps, improper installations

Maximum annual coverage: \$500

n. **Sump Pump (Ground Water Only)**

Included: Mechanical parts and components that are permanently installed

Excluded: Ejector pumps, backup power assemblies and portable units

Maximum annual coverage: \$500

o. **Washer & Dryer**

Included: All, except specifically excluded below

Excluded: Plastic mini-tubs, soap dispensers, filter/lint screens, knobs & Dials, venting and damage to clothing

Maximum annual coverage: \$500 Washer & \$500 Dryer

p. **Water Heater**

Included: All, including issues related to water pressure, except specifically excluded below

Excluded: Oil hot water tanks, auxiliary holding or storage/expansion tanks, circulation/recirculation pumps, losses from chemical or mineral deposits, insufficient capacity

Maximum annual coverage: \$500

5. **Limitation of Liability.** Notwithstanding anything to the contrary set forth in this Contract:

- a. The Company will not cover any services performed on Equipment without Company's prior authorization or outside of the Coverage Period. Further, the Company will not cover costs related to previous improper installations of Equipment or the failure of Equipment to meet any code or legal requirements.
- b. The Company will not cover any damage to Equipment due to failure to maintain Equipment as instructed by manufacturers. Further, the Company is not liable for repairing any Equipment with manufacturer's defects or under manufacturer's warranty. The Company is not liable for indirect, incidental, special, or consequential damages, fire damage, water damage, failures due to power surge, damage due to weather/acts of God, lost

or imputed profits or revenues, or personal injury from a covered item even if advised of the possibility.

- c. The Company is not responsible for failure to provide reasonable service due to circumstances beyond its control. The Company will not be obligated to cover repairs to commercial grade or leased Equipment. Valuing systems beyond normal life expectancy will be at the sole discretion of the Company.

6. **Dispute Resolution.** Any controversy, dispute or claim arising out of or relating to this Contract, including whether the controversy, dispute or claim is arbitrable (each, collectively, a "**Dispute**"), shall be submitted to arbitration administered by the American Arbitration Association ("**AAA**") or its successor under the AAA rules in effect at the time the arbitration commences. The arbitration shall be conducted before a panel of three arbitrators selected and appointed in accordance with AAA rules, and will take place in the county where the property is located. Each Party may be represented by one or more attorneys or other selected representative(s). Each Party will bear and pay equally the fees and expenses of AAA and each party will bear its own attorneys' fees, costs and other expenses in connection with arbitration. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

7. **Cancellation.** If this Contract is cancelled, you shall be entitled to a pro rata refund of the paid Contract fee for the unexpired term, less an administrative fee equal to the lesser of 10% of the contract price or \$50 and less all service (claims) costs incurred by the Company. Cancellations within 30 days of contract initiation are not subject to the proration or administrative fee.

8. **Multiple Units.** If this contract is for a Property that is a duplex, triplex, or fourplex dwelling, the invoice must reflect said property type in order for all of the units to be covered. Equipment that serves multiple units will only be covered if all Property units are covered by a Contract as of the repair request date. When multiple units are covered, each individual unit is subject to its own maximum annual coverage limits as identified above.

9. **Miscellaneous.**

- a. **Personally Identifiable Information.** By submitting any of your personally identifiable information, such as your name, address, email address, phone number or fax number, to us, you consent to our privacy policy located at www.achosahw.com/terms.

- b. Severability. If any term or provision of this Contract is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision in any other jurisdiction.
- c. Headings. The headings in this Contract are for reference only and shall not affect the interpretation of this Contract.
- d. Governing Law. All matters arising out of or relating to this Contract shall be governed by and construed in accordance with the internal laws of the state in which the Property is located without giving effect to any choice or conflict of law provision or rule.
- e. Entire Agreement. This Contract (including the Invoice), constitutes the sole and entire agreement of the parties to this Contract with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

10. **Specific State Requirements**. The following state specific requirements apply if your Contract covers a Property located in one of the following states and supersede any other provision within your Contract to the contrary.

- a. Alabama. Obligations of the Company under this service contract are backed by the full faith and credit of the Company.

The Company may cancel this contract for any business reason. The Company shall mail a written notice you at least five days prior to cancellation by the Company. Such prior notice is not required if the reason for cancellation is nonpayment of the fee or a material misrepresentation by you to the Company relating to the covered property or its use.

If this Contract is cancelled, you shall be entitled to a pro rata refund of the paid Contract fee for the unexpired term, less an administrative fee equal to \$25 and less all service (claims) costs incurred by the Company. Cancellations within 30 days of contract initiation are not subject to the proration or administrative fee.

- b. Georgia. The Company's obligations under this Contract for a Property located in the State of Georgia are insured by a Surety Bond issued by Philadelphia Indemnity Insurance Company, 4050 Crums Mill Road, Suite 201, Harrisburg, PA 17112. If a claim or refund for a Property is not paid within 60 days after a proof of loss has been filed, you shall be entitled to file a direct claim against the surety at the above address.

The Company may only cancel this Contract for fraud, material misrepresentation, or nonpayment. For cancellations by the Company, the Company will issue a pro-rata refund of the paid Contract fee for the unexpired term without any further deductions. For all other cancellations, the Company will issue a pro-rata refund of the paid Contract fee for the unexpired term less 10% of the refund amount due without any further deductions. Should the Company cancel this Contract, it will provide at least thirty (30) days written notice.

Arbitrations will be conducted in the county in which the Property is located. Arbitrations will be nonbinding.

- c. Iowa. Obligations of the Company under this Contract are backed by the full faith and credit of the Company and are not guaranteed under a reimbursement insurance policy.

The issuer of this Contract is subject to regulation by the Insurance Division of the Department of Commerce of the State of Iowa. Complaints that are not settled by the issuer may be sent to the Insurance Division. The address for the Iowa Insurance Division is 1963 Bell Avenue, Suite 100, Des Moines, IA 50315-1000.

A ten percent penalty shall be added each month to a refund that is not paid to you within thirty days of cancellation.

The Company may cancel this contract for any business reason. If the Company cancels the Contract, the Company shall mail a written notice of termination to you at least 15 days before the date of the termination. Prior notice of cancellation by the service company is not required if the reason for cancellation is nonpayment of the purchase price, a material misrepresentation by you to the Company, or a substantial breach of duties by you relating to the covered product or its use.

- d. Kentucky. The Company has a performance bond with the Great American Insurance Company, 301 E. 4th

Street, Cincinnati, Ohio 45202. You are entitled to make a direct claim against the insurer upon the failure of the Company to pay any claim within 60 days after the claim has been filed with the Company.

- e. Michigan. If performance of the service contract is interrupted because of a strike or work stoppage at the company's place of business, the effective period of the service contract shall be extended for the period of the strike or work stoppage.
- f. Nevada. The following is added to the contract:
The company is the obligor to this contract. Obligations of the company under this contract are backed by the full faith and credit of the company and are not guaranteed under a reimbursement insurance policy.

This contract is not transferable. This contract may be renewed by calling the company prior to expiration as long as the property continues to be listed for sale.

In the event you do not receive satisfaction under this Service Contract, complaints or questions about this Plan may be directed to the Nevada Department of Insurance, telephone (888) 872-3234.

If a claim renders the dwelling unfit for a person to live in because of defects that immediately endanger the health and safety of the occupants of the dwelling, and a contractor determines that repairs cannot practicably be completed within 3 calendar days after the report of the claim, then the provider will provide a status report to the customer via email.

If this Contract is cancelled, you shall be entitled to a pro rata refund of the paid Contract fee for the unexpired term, less a cancellation fee equal to the lesser of 10% of the contract price or \$25 and less all service (claims) costs incurred by the Company. Cancellations within 30 days of contract initiation are not subject to the proration or cancellation fee.

If We fail to refund you within 45 days after a Contract is returned, We shall pay You a penalty of 10 percent of the amount due for each 30-day period or portion thereof that the refund and any accrued penalties remain unpaid.

After the contract has been in effect for at least 70 days it can only be canceled by the company for the following reasons:

- 1) Failure by you to pay an amount when due;

- 2) Conviction of you of a crime which results in an increase in the service required under the contract;
- 3) Discovery of fraud or material misrepresentation by you in obtaining the contract, or in presenting a claim for service thereunder;

- 4) Discovery of:

- i) An act or omission by the contract holder; or
- ii) A violation by You of any condition of the contract, which occurred after the effective date of the contract and which substantially and materially increases the service required under the contract; or

- 5) A material change in the nature or extent of the required service or repair which occurs after the effective date of the service contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time the contract was issued or sold.

No cancellation fee will be charged if the provider cancels the policy.

No cancellation of this contract may become effective until at least 15 days after the notice of cancellation is mailed to you.

- g. Oklahoma. Obligations of the Company under this service contract are backed by the full faith and credit of the Company.
- h. South Carolina. This service contract is not an insurance contract. Obligations of the Company under this service contract are backed by the full faith and credit of the Company. A ten percent penalty per month shall be added to a refund that is not paid or credited within forty-five days after return of the service contract to the provider. In the event of a dispute, you may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, SC 29201 or (800) 768-3467.
- i. Texas. This contract is issued by a Residential Service Company licensed by the Texas Department of Licensing and Regulation. Complaints about this contract or company may be directed to the Texas Department of Licensing and Regulation at 920 Colorado St, Austin, TX 78701, (512) 463-6599. The purchase of a residential service contract or home warranty contract is optional and similar coverage may be purchased from other residential service companies

or insurance companies authorized to conduct business in Texas.

NOTICE: THIS COMPANY PAYS PERSONS NOT EMPLOYED BY THE COMPANY FOR THE SALE, ADVERTISING, INSPECTION, OR PROCESSING OF A

RESIDENTIAL SERVICE CONTRACT UNDER TEXAS OCCUPATIONS CODE §1303.304.

Under normal circumstances, the company will initiate the performance of services within 48 hours after the contract holder requests the services.



SERVICE PRICING GUIDE



Home Buyer's Coverage Options

	Months of Coverage					Months of Coverage			
	12	18	24	36		12	18	24	36
Core					Optional Coverage 1/				
Single Family Home	\$ 400	\$ 590	\$ 760	\$ 1,100	Additional Refrigerator	\$ 50	\$ 75	\$ 100	\$ 150
Townhome or Condo	380	560	720	1,040	Ductless Mini-Split System	80	120	160	240
Duplex	800	1,180	1,520	2,200	Ice Maker	80	120	160	240
Triplex	1,200	1,770	2,280	3,300	Jetted Bathtub	80	120	160	240
Fourplex	1,600	2,360	3,040	4,400	Pool & Spa (with Shared Equipment)	180	270	360	540
Prime					Additional Pool or Spa	180	270	360	540
Single Family Home	\$ 500	\$ 730	\$ 940	\$ 1,340	Saltwater Pool & Spa (with Shared Equipment)	270	405	540	810
Townhome or Condo	475	695	895	1,275	Septic System	80	120	160	240
Duplex	1,000	1,460	1,880	2,680	Stand Alone Freezer	40	60	80	120
Triplex	1,500	2,190	2,820	4,020	Water Softener	50	75	100	150
Fourplex	2,000	2,920	3,760	5,360	Well Water Pump	80	120	160	240
Prime Plus					Conserve				
Single Family Home	\$ 650	\$ 950	\$ 1,250	\$ 1,825	Single Family Home	25	35	45	65
Townhome or Condo	600	875	1,150	1,675	Townhome or Condo	25	35	45	65
Duplex	1,250	1,825	2,400	3,500	Duplex	50	70	90	130
Triplex	1,875	2,740	3,600	5,250	Triplex	75	105	135	195
Fourplex	2,500	3,650	4,800	7,000	Fourplex	100	140	180	260
Pro					Conserve Plus				
Single Family Home	\$ 1,000	\$ 1,450	\$ 1,900	\$ 2,800	Single Family Home	50	70	90	130
Townhome or Condo	950	1,375	1,800	2,650	Townhome or Condo	50	70	90	130
Duplex	1,950	2,825	3,700	5,450	Duplex	100	140	180	260
Triplex	2,925	4,240	5,550	8,175	Triplex	150	210	270	390
Fourplex	3,900	5,650	7,400	10,900	Fourplex	200	280	360	520
					Major Appliance Upgrade				
					Single Family Home	75	110	150	225
					Townhome or Condo	75	110	150	225
					Duplex	150	220	300	450
					Triplex	225	330	450	675
					Fourplex	300	440	600	900
					Non-Owner-Occupied Property				
					Single Family Home	180	270	360	540
					Townhome or Condo	180	270	360	540
					Duplex	-	-	-	-
					Triplex	-	-	-	-
					Fourplex	-	-	-	-

1/ Optional coverage pricing is per item (i.e., two ice maker's would require two times the price).

Home Sellers Coverage Options

Core	Listing Period
	\$ 0.00

New Construction Coverage Options

	Months of Coverage 36 *
New Construction	
Core	\$ 590
Prime	730
Prime Plus	950
Pro	1,450
New Construction Optional Coverage	
Additional Refrigerator	\$ 100
Ductless Mini-Split System	160
Ice Maker	160
Jetted Bathtub	160
Pool & Spa (with Shared Equipment)	360
Additional Pool or Spa	360
Saltwater Pool & Spa (with Shared Equipment)	540
Septic System	160
Stand Alone Freezer	80
Water Softener	100
Well Water Pump	160
Conserve	45
Conserve Plus	90
Major Appliance Upgrade	150
Non-Owner-Occupied Property	360

* Coverage is for months 13-48 after home purchase



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(888) 509-2916 WWW.ACHOSAHW.COM

OUR SERVICE PROCESS



This document describes the process to use when a potentially covered item in your home breaks down due to normal wear and tear.

STEP 1 CALL CUSTOMER SERVICE (888) 509-2916 Option 2



Call us to make sure the item in question is covered by your plan, get a request number, and get recommended contractors (if you choose).

STEP 3 CALL US BACK AT (888) 509-2916 (Option 3) AFTER YOUR CONTRACTOR HAS DIAGNOSED THE PROBLEM



Call us back after the contractor has diagnosed the problem, but prior to the repair. We will speak to you and your contractor to determine the approved dollar amount that we will cover.

STEP 2 SCHEDULE YOUR LOCAL CONTRACTOR



Schedule the local contractor of your choice to come to your home and diagnose the problem.

STEP 4 AUTHORIZE THE CONTRACTOR TO PERFORM THE WORK



In this step, the contractor performs the work to get your home back in working order.

STEP 5 CALL US BACK AT (888) 509-2916 (Option 3) AFTER THE WORK IS PERFORMED TO YOUR SATISFACTION

Call us after you are satisfied with the work and we will arrange our portion of the payment to the contractor. You will be required to pay the lesser of a trade call fee or the actual cost of the service to your selected contractor. Further, if your selected contractor provides repairs or replacements to items not covered, or charges more than our allotted coverage limits, you will be required to pay those expenses.