



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



**LORI APODACA**  
*Senior Sales Executive*  
(208) 616-3476  
LoriA@achosahw.com





## ACHOSA = THE POWER TO CHOOSE

(888) 509-2916 WWW.ACHOSAHW.COM

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](http://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 <sup>1/</sup>	\$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 <sup>2/</sup>	✓	✓	✓	✓
Appliances Plus			✓	
Attic & Exhaust Fans	✓	✓	✓	✓
Code Violations	✓	✓	✓	✓
Garage Door Opener	✓	✓	✓	✓
Garbage Disposal	✓	✓	✓	✓
Microwave	✓	✓	✓	✓
Roof Leaks	✓	✓	✓	✓
Sump Pump	✓	✓	✓	✓
Optional Items <sup>1/</sup>				
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	

<sup>1/</sup> 6 month plans for Sellers and 12 month plans for Buyers, prices subject to change

<sup>2/</sup> Buyers Core includes Dishwasher and Oven/Range/Cooktop. Remaining Plans include Dishwasher, Kitchen Refrigerator, Oven/Range/Cooktop, Washer & Dryer



# APPLICATION

## Enrollment Options

[www.achosahw.com](http://www.achosahw.com)

[sales@achosahw.com](mailto:sales@achosahw.com)

(888) 509-2916

### Covered Property Information

Street Address

City

State

Zip

### Buyer Information

First Name (Buyer 1)

Last Name

First Name (Buyer 2)

Last Name

Phone Number

E-Mail

### Seller Information (if applicable)

First Name

Last Name

Phone Number

E-Mail

### Real Estate Professional Information

First Name

Last Name

Phone Number

E-Mail

### Closing Information

Agent Name

E-Mail

Date

### Acceptance or Waiver of Coverage

The real estate agent offering this program does so as a service to protect the best interests of their clients. They have explained the coverage offered by Achosa Home Warranty, LLC ('Achosa') and given me (us) the opportunity to ask questions about the offering.

Upon consideration of the offering, I (WE)

ACCEPT      DECLINE

the benefits of Achosa's home warranty coverage. I (we) agree not to hold the real estate company, broker or the real estate agent liable for the repair or replacement of any item that would otherwise have been covered by Achosa's home warranty.

Signature

Date

Signature (if applicable)

Date

### Coverage Selection

Buyers	Core	Prime	Prime +	Pro
Single Family Home	\$400	\$500	\$650	\$1,000
Condo/Townhome	\$380	\$475	\$600	\$950
Duplex	\$800	\$1,000	\$1,250	\$1,950
Triplex	\$1,200	\$1,500	\$1,875	\$2,925
Fourplex	\$1,600	\$2,000	\$2,500	\$3,900

### Optional Buyer Coverage

Additional Refrigerator	\$50
Ductless Mini-Split System	\$80
Stand Alone Freezer	\$40
Ice Maker	\$80
Jetted Bathtub	\$80
Saltwater Pool & Spa (with Shared Equipment)	\$270
Pool & Spa (with Shared Equipment)	\$180
Additional Pool or Spa	\$180
Septic System	\$80
Water Softener	\$50
Well Water Pump	\$80
Non-Owner-Occupied Property	\$180
Conserve	\$25
Conserve Plus	\$50
Major Appliance Cap Upgrade	\$75

### Optional Seller Coverage

Core	FREE
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### Important Coverage 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](http://achosahw.com/terms)). Listed prices are subject to change.

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.

**BUYERS:** Coverage pricing listed above is for 12 month terms. Pricing is available for 18, 24 and 36 month terms as well.

**SELLERS:** Our free Seller's Advantage service is for a 6 month term. It includes the items eligible for coverage in our Buyer's plans; however, the trade call fee is higher and the maximum coverage amounts are lower.

**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 (13<sup>th</sup>) 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](http://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. Montana. Obligations of the Company under this service contract are backed by the full faith and credit of the Company.

**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](http://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. Montana. Obligations of the Company under this service contract are backed by the full faith and credit of the Company.



# SERVICE PRICING GUIDE



## Home Buyer's Coverage Options

	Months of Coverage			
	12	18	24	36
<b>Core</b>				
Single Family Home	\$ 400	\$ 590	\$ 760	\$ 1,100
Townhome or Condo	380	560	720	1,040
Duplex	800	1,180	1,520	2,200
Triplex	1,200	1,770	2,280	3,300
Fourplex	1,600	2,360	3,040	4,400
<b>Prime</b>				
Single Family Home	\$ 500	\$ 730	\$ 940	\$ 1,340
Townhome or Condo	475	695	895	1,275
Duplex	1,000	1,460	1,880	2,680
Triplex	1,500	2,190	2,820	4,020
Fourplex	2,000	2,920	3,760	5,360
<b>Prime Plus</b>				
Single Family Home	\$ 650	\$ 950	\$ 1,250	\$ 1,825
Townhome or Condo	600	875	1,150	1,675
Duplex	1,250	1,825	2,400	3,500
Triplex	1,875	2,740	3,600	5,250
Fourplex	2,500	3,650	4,800	7,000
<b>Pro</b>				
Single Family Home	\$ 1,000	\$ 1,450	\$ 1,900	\$ 2,800
Townhome or Condo	950	1,375	1,800	2,650
Duplex	1,950	2,825	3,700	5,450
Triplex	2,925	4,240	5,550	8,175
Fourplex	3,900	5,650	7,400	10,900

### Optional Coverage 1/

	Months of Coverage			
	12	18	24	36
Additional Refrigerator	\$ 50	\$ 75	\$ 100	\$ 150
Ductless Mini-Split System	80	120	160	240
Ice Maker	80	120	160	240
Jetted Bathtub	80	120	160	240
Pool & Spa (with Shared Equipment)	180	270	360	540
Additional Pool or Spa	180	270	360	540
Saltwater Pool & Spa (with Shared Equipment)	270	405	540	810
Septic System	80	120	160	240
Stand Alone Freezer	40	60	80	120
Water Softener	50	75	100	150
Well Water Pump	80	120	160	240
Conserve				
Single Family Home	25	35	45	65
Townhome or Condo	25	35	45	65
Duplex	50	70	90	130
Triplex	75	105	135	195
Fourplex	100	140	180	260
Conserve Plus				
Single Family Home	50	70	90	130
Townhome or Condo	50	70	90	130
Duplex	100	140	180	260
Triplex	150	210	270	390
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	-	-	-	-

## Home Sellers Coverage Options

	Listing Period
Core	\$ 0.00

## New Construction Coverage Options

	Months of Coverage 36 *
<b>New Construction</b>	
Core	\$ 590
Prime	730
Prime Plus	950
Pro	1,450
<b>New Construction Optional Coverage</b>	
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

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



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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.