ACHOSA
HOME WARRANTY, LLC

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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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
	Advantage	Advantage Plus	Advantage Plus (75)	Advantage
Base Price 1/	$575	$675	$700	$0
Trade Call Fee	$100	$100	$75	$150
Covered Items				
Attic & Exhaust Fans	✓	✓	✓	✓
Central Air Conditioning	✓	✓	✓	✓
Central Air Plus		✓	✓	
Central Heating System	✓	✓	✓	✓
Central Heating Plus		✓	✓	
Code Violations	✓	✓	✓	✓
Dishwasher	✓	✓	✓	✓
Electrical System	✓	✓	✓	✓
Garage Door Opener	✓	✓	✓	✓
Garbage Disposal	✓	✓	✓	✓
Kitchen Refrigerator	✓	✓	✓	✓
Microwave	✓	✓	✓	✓
Oven/Range/Cooktop	✓	✓	✓	✓
Plumbing & Drains	✓	✓	✓	✓
Roof Leaks	✓	✓	✓	✓
Sump Pump	✓	✓	✓	✓
Water Heater	✓	✓	✓	✓
Water Heater Plus		✓	✓	
Washer & Dryer	✓	✓	✓	✓
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	$180	$180	$180	
Conserve	$25	$25	$25	

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

APPLICATION

Enrollment Options
www.achosahw.com
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	Advantage	Advantage Plus	Advantage Plus (75)
Single Family Home	☐ $575	☐ $675	☐ $700
Condo or Townhome	☐ $510	☐ $615	☐ $640
Duplex	☐ $1,100	☐ $1,310	☐ $1,350
Triplex	☐ $1,650	☐ $1,965	☐ $2,025
Fourplex	☐ $2,100	☐ $2,500	☐ $2,580

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

Optional Seller Coverage

Advantage	☐ FREE

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). 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 an Advantage, Advantage Plus, or 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 ($100 for Advantage and Advantage Plus, $75 for Advantage Plus 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 safe working order at the beginning of coverage. To be covered, Equipment must be installed and located within the confines of the perimeter of the 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

b. **Central Air Conditioning**

Included: Ducted electric central air conditioning units and crane costs for replacements
Excluded: Window units, ductwork, non-ducted wall units, humidifiers, chillers, outside or underground piping, components for geothermal systems, zone controls, dampers
Maximum annual coverage:
Advantage = $2,000
Advantage Plus = $2,400

c. **Central Heating System**

Included: Ducted central heating units (this equipment includes heat pump systems and packaged HVAC systems)
Excluded: Space heaters, ductwork, ductless systems, filters, humidifiers, electronic air cleaners, UV lights, registers, fuel storage tanks, grills, chimneys, flues, vents, outside or underground components, components for geothermal systems, zone controls, dampers
Maximum annual coverage:
Advantage = $2,000
Advantage Plus = $2,400

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: $1,000

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: $1,000

g. **Garage Door Opener**

Included: All, except specifically excluded below
Excluded: Garage doors, hinges, springs, sensors, chains, tracks, rollers, wiring, loss of remote devices, batteries, lights

h. **Garbage Disposal**

Included: All, except specifically excluded below
Excluded: Problems or jams caused by bones, glass or non-food objects
Maximum annual coverage: $1,000

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
Maximum annual coverage: $1,000

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: $1,000

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: $1,000

l. **Plumbing & Drains**

Included: Within the perimeter 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, 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: $1,500 overall, including $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, improper installations
Maximum annual coverage: $500

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

Included: Mechanical parts and components that are permanently installed
Excluded: Backup power assemblies and portable units

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

p. **Water Heater**

Included: All, including issues related to water pressure, except specifically excluded below
Excluded: Oil hot water tanks, auxiliary holding or storage tanks, losses from chemical or mineral deposits, insufficient capacity
Maximum annual coverage:
Advantage = $700
Advantage Plus = $900

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. **Ductless Mini-Split System**

Included: Outdoor compressor/condenser, indoor air handling unit, conduit
Excluded: Maintenance, air filters, handheld remotes
Maximum annual coverage: $1,000

d. **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

e. **Non-Owner-Occupied Property**

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

f. **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, above ground pools, structural defects, timers, remote controls
Maximum annual coverage: $800

g. **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, above ground pools, structural defects, timers, remote controls
Maximum annual coverage: $1,200

h. **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, above ground pools, structural defects, timers, remote controls
Maximum annual coverage: $800

i. **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

j. **Stand Alone Freezer**

Included: All except specifically excluded
Excluded: Racks, shelfs, lighting, handles, water line restrictions, interior thermal shells, door seals and gaskets, hinges, glass, AV equipment, internet connections
Maximum annual coverage: $500

k. **Stand Alone Ice Maker**

Included: All except specifically excluded
Excluded: Racks, shelfs, lighting, handles, water line restrictions, interior thermal shells, door seals and gaskets, hinges, glass, AV equipment, internet connections
Maximum annual coverage: $500

l. **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

m. **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, 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^{th}) 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. 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.

b. 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.

c. 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.

d. 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.

e. Oklahoma. Obligations of the Company under this service contract are backed by the full faith and credit of the Company.

f. 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.

g. Texas. This contract is issued by a Residential Service Company licensed by the Texas Real Estate Commission. Complaints about this contract or company may be directed to the Texas Real Estate Commission at P.O. Box 12188, Austin, TX 78711-2188, (512)936-3049. 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 safe working order at the beginning of coverage. To be covered, Equipment must be installed and located within the confines of the perimeter of the 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, ductwork, non-ducted wall units, humidifiers, chillers, outside or underground piping, components for geothermal systems, zone controls, dampers
Maximum annual coverage: $1,000

c. **Central Heating System**

Included: Ducted central heating units (this equipment includes heat pump systems and packaged HVAC systems)
Excluded: Space heaters, ductwork, ductless systems, filters, humidifiers, electronic air cleaners, UV lights, registers, fuel storage tanks, grills, chimneys, flues, vents, outside or underground components, components for geothermal systems, 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, except specifically excluded below
Excluded: Garage doors, hinges, springs, 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
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 perimeter 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, 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, improper installations
Maximum annual coverage: $500

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

Included: Mechanical parts and components that are permanently installed
Excluded: 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

p. **Water Heater**

Included: All, including issues related to water pressure, except specifically excluded below
Excluded: Oil hot water tanks, auxiliary holding or storage tanks, 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, 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/Transfer.** 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. 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.

b. 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.

c. 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.

d. 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.

e. Oklahoma. Obligations of the Company under this service contract are backed by the full faith and credit of the Company.

f. 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.

g. Texas. This contract is issued by a Residential Service Company licensed by the Texas Real Estate Commission. Complaints about this contract or company may be directed to the Texas Real Estate Commission at P.O. Box 12188, Austin, TX 78711-2188, (512)936-3049. 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



SERVICE PRICING GUIDE

Home Buyer's Coverage Options

	Months of Coverage			
	12	18	24	36
Advantage				
Single Family Home	$ 575	$ 780	$ 930	$ 1,380
Townhome or Condo	510	710	880	1,300
Duplex	1,100	1,570	2,030	2,940
Triplex	1,650	2,320	2,945	4,170
Fourplex	2,100	2,980	3,780	5,310
Advantage Plus				
Single Family Home	$ 675	$ 940	$ 1,160	$ 1,720
Townhome or Condo	615	875	1,095	1,615
Duplex	1,310	1,870	2,420	3,520
Triplex	1,965	2,770	3,525	5,030
Fourplex	2,500	3,550	4,520	6,420
Advantage Plus (75)				
Single Family Home	$ 700	$ 980	$ 1,210	$ 1,795
Townhome or Condo	640	915	1,145	1,690
Duplex	1,350	1,930	2,500	3,640
Triplex	2,025	2,860	3,645	5,210
Fourplex	2,580	3,670	4,680	6,660
Optional Coverage 1/				
Additional Refrigerator	$ 50	$ 75	$ 100	$ 150
Stand Alone Freezer	40	60	80	120
Jetted Bathtub	80	120	160	240
Saltwater Pool & Spa (with Shared Equipment)	270	405	540	810
Pool & Spa (with Shared Equipment)	180	270	360	540
Additional Pool or Spa	180	270	360	540
Water Softener	50	75	100	150
Well Water Pump	80	120	160	240
Septic System	80	120	160	240
Ice Maker	80	120	160	240
Ductless Mini-Split System	80	120	160	240
Non-Owner-Occupied Property	180	270	360	540
Conserve	25	35	45	65
Upgrades				
Advantage Plus from Advantage	$ 100	$ 160	$ 230	$ 340

Home Sellers Coverage Options

	Listing Period
Advantage	$ 0.00

New Construction Coverage Options

	Months of Coverage
	36 *
New Construction	
Advantage	$ 780
Advantage Plus	940
Advantage Plus (75)	980
New Construction Optional Coverage	
Additional Refrigerator	$ 100
Stand Alone Freezer	80
Jetted Bathtub	160
Saltwater Pool & Spa (with Shared Equipment)	540
Pool & Spa (with Shared Equipment)	360
Additional Pool or Spa	360
Water Softener	100
Well Water Pump	160
Septic System	160
Ice Maker	160
Ductless Mink-Split System	160
Non-Owner-Occupied Property	360
Conserve	45

* Coverage is for months 13-48 after home purchase

1/ Optional coverage pricing is multiplied by the number of units for duplexes, triplexes and fourplexes. Non-Owner-Occupied Property does not apply to duplexes, triplexes or fourplexes.

As of July 2021 for GA, IA, IL, IN, KS, KY, MI, MO, MS, OH, OK, PA, SC, TN, TX, VA & WV
- Prices Subject to Change - Advantage Plus (75) Not Available in TN

ACHOSA
HOME WARRANTY, LLC

ACHOSA EQUALS THE POWER TO CHOOSE
(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 2
SCHEDULE YOUR LOCAL CONTRACTOR



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

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 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.