



**TARRANT
HOME WARRANTY**

1900 Handley Ederville Rd.
Fort Worth, TX 76118
(P) 817-554-2106
www.tarranthws.com
info@tarranthws.com

TARRANT HOME WARRANTY SERVICES CONTRACT

BASE PLAN SUMMARY

BASE PLAN - APPLIANCES

APPLIANCES COVERED IN BASE PLAN:

Garbage disposal; range hood; cooktops; ovens; ranges; over-the-range microwave; trash compactor; built-in dishwasher; kitchen refrigerator; clothes dryer; clothes washer.

Tarrant Home Warranty Services (THWS) will pay up to \$1,500 on the BASE coverage plan for any required repair or replacement of a covered appliance item. Customer is responsible for payment of cost more than \$1,500 for any required repair or replacement of a covered appliance item.

APPLIANCES NOT COVERED BASE PLAN:

Non-essential clocks & removable parts for cooktops, ovens, and ranges; door glass, racks, & removable parts for over-the-range microwave; microwaves that are not built-in; lost key & removable buckets for trash compactor; built-in dishwasher racks; improper installations; improper repairs; refrigerator; built-in food centers; cabinet liner, clothing, dryer cabinet fragrance center, hangers, shelves, ventilation for clothes dryer; central vacuum; damage to clothing & plastic mini-tubs for clothes washer; second fridge / freezer; stand-alone freezer; free standing ice maker. Note: Any other Appliance items that are not listed under "APPLIANCES COVERED IN BASE PLAN", are NOT covered.

BASE PLAN – ELECTRICAL

ELECTRICAL COVERED IN BASE PLAN:

Switches; plugs & outlets; cover plates; built-in exhaust fans; garage door opener switches; telephone wiring within walls of main dwelling; telephone outlets; telephone cover plates.

THWS will pay up to \$1,500 on the BASE coverage plan for any required repair or replacement of a covered electrical item. Customer is responsible for payment of cost more than \$1,500 for any required repair or replacement of a covered electrical item.

***All repairs needed to bring new or existing systems up to current building codes, along with city permits are not covered and will be made at customers sole cost and expense. When covered repairs require access, THWS will only provide access**



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through unobstructed walls, ceilings, or floors, and will return access openings to a rough finish. If the electrical is accessible only through a concrete floor, wall, or ceiling, THWS will pay up to \$1,500 per contract term (\$2,500 per contract term if the PREFERRED plan is elected) for access to, repair or replacement of such electrical items, including returning such access openings to a rough finish.

ELECTRICAL NOT COVERED BASE PLAN:

Garage door opener wiring; garage door opener motor; garage door receiver unit; garage door rail / trolley assembly; garage door hinges; garage door springs; garage door remote transmitters; garage doors; garage door track assemblies; phone jack plates; phone fuses; transformers / power units; phone units; answering devices; burglar alarm circuits; telephone company wiring; access & closing costs to floors, walls & ceilings when locating or repairing a malfunction; smoke detectors (battery & hardwired); doorbells; ceiling fans; lighting fixtures; audio/video wiring/cable; computer wiring/cable; intercom wiring/cable; inadequate wiring capacity; alarm or security wiring/cable; power failure or surge; D.C. wiring or components; low voltage systems; circuit over-load; Radon monitoring systems; solar components. Note: Any other Electrical items that are not listed under "ELECTRICAL COVERED IN BASE PLAN", are NOT covered.

BASE PLAN – HEATING, AC and DUCTWORK

HEATING, AC and DUCTWORK COVERED IN BASE PLAN:

Metering devices; furnace components; air handling unit components; refrigerant lines; registers & grills; package AC units (ducted); wall AC units (ducted); wall evaporative coolers; outdoor condenser (including compressor) components; condenser casing (if in conjunction with mechanical failure); secondary drain pan controls & lines; evaporator coils & drain lines; all ductwork.

THWS will pay up to 3 pounds per occurrence for refrigerant on the BASE coverage plan. Customer is responsible for payment of any costs more than 3 pounds. Also, THWS will pay up to \$1,500 on the BASE coverage plan for any required repair or replacement of a heating, air conditioning, or duct work covered item. Customer is responsible for payment of cost more than \$1,500 for any required repair or replacement of a covered heating, air conditioning, or duct work covered item. Also, if customer requests indoor evaporator cleaning, customer will pay \$250.

***When covered repairs require access to and sealing of ductwork, THWS will only provide access through unobstructed walls, ceilings, or floors, and will return access openings to a rough finish. If the ductwork is accessible only through a concrete floor, wall, or ceiling, THWS will pay up to \$1,500 per contract term (\$2,500 per contract term if the PREFERRED plan is elected) for access to, repair or replacement of such items, including returning such access openings to a rough finish.**



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HEATING, AC & DUCTWORK NOT COVERED BASE PLAN:

Leaks/breaks in sheet metal; floor furnaces; dampers & damper controls; wall heaters; recovery of refrigerant; roof jacks; outdoor unit pads or stands; evaporative cooler pads; flues and vents; dehumidifiers; built in wall heating unit; electronic air cleaners; humidifiers; improperly matched units/ systems; improperly sized units/systems/duct; geothermal heat pumps; water source heat pumps; non-ducted wall units/mini-spits; fuel storage tanks; portable units; solar heating systems; fireplaces & key valves; chimneys; window units; insulation; garage heating units. Note: Any other Heating, AC & Ductwork items that are not listed under "HEATING, AC & DUCTWORK COVERED IN BASE PLAN" are NOT covered.

BASE PLAN - PLUMBING

PLUMBING COVERED IN BASE PLAN:

Valves for shower, tub & diverter; angle stops, risers & gate valves; hose bibs; basket strainers, traps; faucet repair; abnormal water pressure; flow restrictions; plumbing stoppages; sink stoppage; bathtub stoppage; shower stoppage; toilet stoppage; mainline drain stoppage; sewer stoppage; lateral drain stoppage; toilet tanks, bowls, related (excluding lids & seats, caulking or grouting); leaks & breaks in/of lines (excluding collapse or damage caused by freezing or roots); well pressure switches; well pressure tanks; up to 50 gallon water heaters; interior leaks in gas lines.

THWS will pay up to \$1,000 on the BASE coverage plan for any required repair or replacement of a plumbing covered item. Customer is responsible for payment of cost more than \$1,000 for any required repair or replacement of a covered plumbing item. If any plumbing fixture is in need of replacement, builder's standard will be used.

PLUMBING NOT COVERED BASE PLAN:

Faucet replacement; stoppages due to roots; installing cleanouts due to stoppage due to roots; septic tank stoppage due to roots; toilet lids & seats, caulking or grouting; leaks & breaks in/of lines, collapsed or damage caused by freezing or roots; well pump; water heaters larger than 50 gallons; tankless water heaters; circulating pumps; exterior gas line leaks; owned Reverse Osmosis systems; pressure regulators; built-in whirlpool bathtub &/or components; owned water softeners; sewage ejector pumps; septic tanks/septic systems; saunas or steam rooms; swimming pools. Note: Any other Plumbing items that are not listed under "PLUMBING COVERED IN BASE PLAN" are NOT covered.



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PREFERRED PLAN SUMMARY

PREFERRED PLAN – APPLIANCES

APPLIANCES COVERED IN PREFERRED PLAN:

Garbage disposal; range hood; cooktops; ovens; ranges; over-the-range microwave; trash compactor; built-in dishwasher; kitchen refrigerator; clothes dryer; clothes washer. Also covered in PREFERRED coverage plan - Non-essential clocks & removable parts for cooktops, ovens, and ranges; door glass, racks, & removable parts for over-the-range microwave; lost key & removable buckets for trash compactor; built-in dishwasher racks; hauling away old appliances; instant cold/hot water dispensers; improper installations (re-installed correctly); improper repairs (if replacement parts are required, b/c of improper repair, customer pays cost of the new parts); refrigerant up to 4 oz.; built-in food centers; central vacuum; second fridge/freezer; stand-alone freezer; free standing ice maker. **THWS will pay up to \$2,500 on the PREFERRED coverage plan for any required repair or replacement of a covered appliance item. Customer is responsible for payment of cost more than \$2,500 for any required repair or replacement of a covered appliance item.**

APPLIANCES NOT COVERED PREFERRED PLAN:

Built-in food centers removable accessories; non built-in microwaves; clothes dryer cabinet liner, clothing, dryer cabinet fragrance center, hangers, shelves, ventilation; central vacuum removable hoses & accessories, access & closing costs to walls, floors & ceilings when locating or repairing a malfunction; clothes washer damage to clothing, plastic mini-tubs; second fridge/freezer removable components, interior thermal shells, food spoilage, multi-media center, filters; stand-alone freezer removable components, interior thermal shells, food spoilage, multi-media center, filters; free standing ice maker removable components that don't affect functionality of the unit, filters, thermal shells, insulation. Note: Any other Appliance items that are not listed under "APPLIANCES COVERED IN PREFERRED PLAN", are NOT covered.

PREFERRED PLAN – ELECTRICAL

ELECTRICAL COVERED IN PREFERRED PLAN:

Switches, plugs & outlets; cover plates; built-in exhaust fans; garage door opener switches; telephone wiring within walls of main dwelling; telephone outlets; telephone cover plates. Also covered in PREFERRED coverage plan – garage door wiring; garage door motor; garage door receiver unit; garage door rail/trolley assembly; garage door hinges; garage door springs; garage door remote transmitters; phone jacks plates; phone fuses; smoke detectors (both battery operated and hardwired units); all components &



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parts of doorbells; ceiling fans; lighting fixtures; audio/video wiring/cable; computer wiring/cable; intercom wiring/cable.

THWS will pay up to \$2,500 on the PREFERRED coverage plan for any required repair or replacement of a covered electrical item. Customer is responsible for payment of cost more than \$2,500 for any required repair or replacement of a covered electrical item.

***All repairs needed to bring new or existing systems up to current building codes, along with city permits are not covered and will be made at your sole cost and expense. When covered repairs require access, THWS will only provide access through unobstructed walls, ceilings, or floors, and will return access openings to a rough finish. If the electrical is accessible only through a concrete floor, wall, or ceiling, THWS will pay up to \$1,500 per contract term (\$2,500 per contract term if the PREFERRED plan is elected) for access to, repair or replacement of such electrical items, including returning such access openings to a rough finish.**

ELECTRICAL NOT COVERED PREFERRED PLAN:

Garage door; garage door track assemblies; transformers/ power units; phone units; answering devices; burglar alarm circuits; telephone company wiring; access & closing costs to floors, walls & ceilings when locating or repairing a malfunction; inadequate wiring capacity; alarm or security wiring/cable; power failure or surge; D.C. wiring or components; low voltage systems; circuit over-load; Radon monitoring systems; solar components. Note: Any other electrical items that are not listed under "ELECTRICAL COVERED IN PREFERRED PLAN", are NOT covered.

PREFERRED PLAN AC & DUCTWORK

HEATING, AC & DUCTWORK COVERED IN PREFERRED PLAN:

Metering devices; furnace components; air handling unit components; refrigerant lines; registers & grills; package AC units (ducted); wall AC units (ducted); wall evaporative coolers; outdoor condenser (including compressor) components; condenser casing (if in conjunction with mechanical failure); secondary drain pan controls & lines; evaporator coils & drain lines; all ductworks. Also covered in PREFERRED coverage plan – leaks/breaks in sheet metal; floor furnaces; dampers & damper controls; wall heaters; recovery of refrigerant; roof jacks (no roofing); outdoor unit pads or stands; evaporative cooler pads; flues and vents; dehumidifiers; built-in wall heating unit; electronic air cleaners; humidifiers.



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THWS will pay up to 7 pounds per occurrence for refrigerant on the **PREFERRED** coverage plan. Customer is responsible for payment of any costs more than 7 pounds. Also, THWS will pay up to \$2,500 on the **PREFERRED** coverage plan for any required repair or replacement of a heating, air conditioning, or duct work covered item. Customer is responsible for payment of cost more than \$2,500 for any required repair or replacement of a covered heating, air conditioning, or duct work covered item. Also, if customer requests indoor evaporator cleaning, customer will pay \$100.

***When covered repairs require access to and sealing of ductwork, THWS will only provide access through unobstructed walls, ceilings, or floors, and will return access openings to a rough finish. If the ductwork is accessible only through a concrete floor, wall, or ceiling, THWS will pay up to \$1,500 per contract term (\$2,500 per contract term if the **PREFERRED** plan is elected) for access to, repair or replacement of such items, including returning such access openings to a rough finish.**

HEATING, AC & DUCTWORK NOT COVERED PREFERRED PLAN

Improperly matched units/systems; improperly sized units/systems/duct; geothermal heat pumps; water source heat pumps; non-ducted wall units/ mini spits; fuel storage tanks; portable units; solar heating systems; fireplaces & key valves; chimneys; window units; insulation; garage heating units. Note: Any other Heating, AC & Ductwork items that are not listed under "HEATING, AC & DUCTWORK COVERED IN PREFERRED PLAN" are NOT covered.

PREFERRED PLAN PLUMBING

PLUMBING COVERED IN PREFERRED PLAN:

Valves for shower, tub & diverter; angle stops, risers & gate valves; hose bibs; basket strainers, traps; faucet repair; abnormal water pressure; flow restrictions; plumbing stoppages; sink stoppage; bathtub stoppage; shower stoppage; toilet stoppage; mainline drain stoppage; sewer stoppage; lateral drain stoppage; toilet tanks, bowls; leaks & breaks in/of lines; well pressure switches; well pressure tanks; up to 75-gallon water heaters; interior leaks in gas lines. Also covered in **PREFERRED** coverage plan – faucet replacement; stoppages due to roots; installing cleanouts due to stoppage; septic tank stoppage (**customer pays \$100 per pumping**); toilet lids & seats, caulking or grouting; leaks & breaks in/of lines, collapse or damage caused by freezing or roots; well pump (**up to a \$1,500 max payout per term**); tankless water heaters (**up to a \$1,500 max payout per term**); circulating pumps; exterior gas leaks; owned Reverse Osmosis systems;



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pressure regulators; motor, pump, jets & air switch for whirlpool bathtub; owned water softeners.

THWS will pay up to \$2,000 on the PREFERRED coverage plan for any required repair or replacement of a plumbing covered item. Customer is responsible for payment of cost more than \$2,000 for any required repair or replacement of a covered plumbing item. If any plumbing fixture is in need of replacement, builder's standard will be used.

***Bathtub, sinks & showers note: Water and drain connections to and from fixture is covered. Cosmetic issues ARE NOT covered (i.e., grout & tile, shower pans, etc. will NOT be covered).**

PLUMBING NOT COVERED PREFERRED PLAN:

Sewage ejector pumps; septic tanks/septic systems; saunas or steam rooms; swimming pools. Note: Any other Plumbing items that are not listed under "PLUMBING COVERED IN PREFERRED PLAN" are NOT covered.

THWS Home Warranty Plan -

1. Important Note

- a. This is a contract between You, the undersigned homeowner, and THWS. ("THWS") for the repair or replacement of specified appliances and home systems. This contract only covers those items specifically mentioned in this contract and excludes all other items. To be covered, items must be installed and located within the confines of the perimeter of the foundation of the primary living quarters or garage (except well pump, septic tank, sewage ejector pump, pressure regulator, air conditioning and pool/spa equipment, when applicable). Covered items do not include malfunctioning systems and appliances due to lack of maintenance, rust, corrosion and chemical or sedimentary build-up.
- b. **You are responsible for paying a \$100 Service Fee per claim. Each covered item will be considered a separate claim.**

2. Coverage Time and Renewal

- a. Coverage begins and becomes effective upon receipt of payment by THWS and continues for 12 months following the Contract Effective Date.
- b. If policy is purchased/given for during a real estate transaction and paid in full, coverage begins immediately.
- c. All appliances must be in working function when warranty is purchased. If THWS Technician determines any normally covered item was not operable during the time of purchase, that item is not covered.
- d. Payment is due on or before the Contract Effective Date and must be received by THWS prior to coverage beginning.
- e. You must report defects or malfunctions to THWS during the term of this contract.



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- f. Offer for future coverage is at THWS sole discretion. You will be notified of rates and terms for continuation of coverage approximately 60 days prior to expiration of your coverage. To ensure there is no lapse of coverage, payment must be received by THWS prior to the expiration of your plan. Plan fees may increase upon renewal.

3. What Your Plan Covers

- a. **The service charge you are responsible for per covered item is \$100 unless otherwise specified in this Contract.** THWS provides examples of items that are “not covered” to assist you in understanding this Contract. These examples are not exhaustive, and coverage is limited to those items specifically mentioned in this Contract as “covered.”
- b. **THWS’s obligation to pay for the repair or replacement of Covered Items is limited to \$5,000 in the aggregate per Covered Category and \$15,000 in the aggregate during the Coverage Period, unless otherwise noted.**

4. When You Have a Problem

- a. Verify that the problem is covered under your plan. If you have questions about whether an item is covered, please call THWS at (817-554-2106) or email us at claims@tarranthws.com
- b. Notify THWS as soon as the problem is discovered.
- c. **THWS will take your information and schedule a time for a technician to come to your house and collect the \$100 service call fee.**
- d. THWS technician will verify whether the system/appliance problem is covered under your plan. If the problem is covered, we will process the claim and begin repairs.
- e. Under normal circumstances, THWS technician will begin work on your covered problem within 48 hours of your call.
- f. If a repair completed by THWS fails within one year, THWS will send a technician to repair the failure and you will not be charged an additional service charge for that repair.

5. LIMITATIONS AND EXCLUSIONS

Unless otherwise stated in this contract, the following limitations and exclusions apply to your plan: Items not specifically listed in BASE or PREFERRED COVERAGE PLANS are NOT covered.

- a. This Contract does not cover routine maintenance and cleaning. You are solely responsible for providing maintenance and cleaning of items covered by this Contract as recommended by the product’s manufacturer.
- b. Cosmetic defects that do not affect the functioning of the covered item are not covered.
- c. Damage caused by people, pests, or pets is not covered.
- d. Appliances over 5 Years in age will be covered on a per case basis or after a full inspection of appliance.
- e. Damage caused by missing components, or the replacement of missing components is not covered.
- f. Improper repair/installation/modification of the covered item is not covered.
- g. Repair replacement, installation, or modification of any covered item or component part of any covered item that has been or is determined to be defective by the Consumer Products Safety Commission or for which a manufacturer has issued, or issues, a warning, recall, or determination of defect.
- h. Repairs or replacements required as a result of missing parts, fire, flood, smoke, lightning, freeze, earthquake, storms, theft, accidents, mud, war, riots, vandalism, improper installation, acts of God, damage from pests, lack of capacity, or misuse are not covered by this Contract.



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- i. THWS is not responsible for any corrections, repairs, replacements, upgrades, inspections, or other additional costs to comply with federal, state, or local laws, utility regulations, zoning or building codes.
- j. THWS will not pay any costs relating to permits, haul away fees, construction, carpentry, or relocation of equipment.
- k. THWS will not pay for gaining or closing access to covered items except where noted in this Contract.
- l. THWS will not pay for any alterations or modifications made necessary by existing equipment or installing different equipment except where noted in this Contract.
- m. THWS will not alter the structure to affect the repair or replacement, nor refinish or replace cabinets, countertops, tile, paint, wall, or floor coverings, except as noted in this Contract.
- n. Although THWS will attempt to match dimensions, color (including stainless steel) or brand of replacement products, THWS is not required to do so when such replacement exceeds the maximum amount of coverage provided for under this contract.
- o. THWS will not affect service involving hazardous or toxic materials, including asbestos or any other contaminants. THWS is not responsible for any claim arising out of any pathogenic organisms regardless of any event of cause that contributed in any sequence to damage or injury. Pathogenic organisms mean any bacteria, yeasts, virus, fungi, mold or their spores, mycotoxins, or other metabolic products.
- p. This contract only covers single family residential use-property of 4,500 square feet or less for BASE COVERAGE PLAN, and 8,000 square feet or less for PREFERRED COVERAGE PLAN. This contract is not for commercial property or homes used as businesses, including, but not limited to, nursing/care homes, fraternity/sorority houses, day care centers, or similar uses.
- q. THWS will not repair any failures that do not contribute to the appliance's primary function.
- r. THWS is not responsible for repairs for items covered under an existing manufacturers, distributors, or in-home warranty.
- s. THWS reserves the right to repair systems and appliances with non-original manufacturer's parts, including rebuilt or refurbished parts.
- t. Unless otherwise more narrowly limited, and notwithstanding any other provision in this Contract, THWS total liability, including its affiliates, and their stockholders, directors, officers, employees, members, insurers, subcontractors, vendors and agents (collectively referred to in this section as "THWS") to You, Your affiliates, insurers, and any third parties referred to below (collectively referred to in this section as "Owner") shall be limited to actual damages not to exceed the contract price paid for the insurance PREFERRED and other fees paid by Owner to THWS. This limitation of liability applies to all liability arising from THWS activities and obligations related to the Contract, and any separate agreement with a third party to perform services for Owner's benefit at the site of the work hereunder, including but not limited to duty arising in contract, warranty, statute, and tort (WHETHER SUCH OCCURRENCE ARISES OUT OF THWS SOLE OR CONCURRENT NEGLIGENCE OR BREACH OF ANY STANDARD OF STRICT LIABILITY). This limitation will survive the Contract. Owner represents that it is (i) the sole owner of the work, the land constituting the site of the Owner's home where THWS work will be performed, and any property stored thereon (collectively "Property"), or (ii) authorized to bind and does bind (or will bind prior to the occurrence of any loss or damage thereto) all persons or entities currently having, or acquiring in the future any legal or equitable interest in the Property, to the indemnities, releases and limitations of liability set forth in this Contract. If Owner fails to bind to this limitation any third party



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having, or hereafter acquiring, any interest in Owner's property, Owner agrees to indemnify, defend, and hold THWS harmless from and against such liability to the extent that it would cause THWS total liability to exceed the limit of liability stated above.

- u. THWS shall have no liability to Owner for any loss, cost or expense resulting from loss of or damage to property, or any secondary or consequential loss or damage, or personal damages or bodily injury of any kind. Owner waives all rights of recovery that it may have now or in the future and shall likewise require each insurer of Owner's property to waive all subrogation rights against THWS for any such loss, cost, or expense.

6. Transfer of Contract

- a. This plan is transferrable to a new owner of the covered property. In the event you sell your covered property during the term of this Contract, please notify THWS of the change in ownership. Transfer Fee will cost \$100 to be paid by either party, owner/seller, within the transfer as agreed upon by said parties. The transfer is subject to the following: good standing with THWS which includes current payments or paid in full status. The contract will maintain all previous claims as the warranty is on the home for the contracted term.

7. Cancellation

- a. This Contract may be cancelled by THWS for the following reasons: (a) Nonpayment of Contract Fees or other breach of this contract by the customer; (b) fraud or misrepresentation by the customer and/or customer representative of facts material to THWS's issuance of this contract; or, (c) a change in laws or regulations that has a material effect on the business of THWS or THWS's ability to fulfill its obligations under this contract.
- b. You may cancel this Contract within 7 days of the Contract Effective Date and receive a full refund within 30 days. After 7 days, this Contract is noncancelable by you unless by mutual agreement between you and THWS.
- c. If the customer or THWS cancels the contract within the first 30 days following the beginning of the contract term:
 - i. If THWS has not provided any services, the customer will receive a full refund of all contract fees paid for the remainder of the contract term.
 - ii. If THWS has provided services and the amount of the service costs incurred by THWS is less than the contract fees paid, the customer will receive a refund of the contract fees paid, less the service costs incurred by THWS.
 - iii. If THWS has provided services and the amount of the service costs incurred by THWS is greater than the contract fees paid, the customer shall pay THWS the lesser of (a) the amount by which the service costs incurred by THWS exceeds the contract fees paid; or (b) the amount by which the annual rate listed on the Contract Agreement pages exceeds the contract fees paid.
- d. If the customer or THWS cancels the contract after the 30th day following the beginning of the contract term and by mutual agreement between you and THWS:
 - i. If THWS has not provided any services, the customer will receive a pro rata refund of the contract fees paid for the unexpired term.
 - ii. If THWS has provided services and the amount of the service costs incurred by THWS is less than the contract fees paid, the customer will receive a pro rata refund of the contract fees paid for the unexpired term, less the service costs incurred by THWS.
 - iii. If THWS has provided services and the amount of the service costs incurred by THWS is greater than the contract fees paid, the customer shall pay THWS the lesser of (a) the amount by which the service costs incurred by THWS exceeds the contract fees paid; or (b) the amount by which the annual rate listed on the Contract Agreement pages exceeds the contract fees paid.



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- iv. Additionally, the customer shall be responsible for an administrative fee of the lesser of (a) your Plan Fee for one month of coverage under this contract or (b) such amount as is permitted by law.

- e. If the contract fees are billed through a mortgage loan that is later sold or paid in full, the uninterrupted coverage can be arranged by immediately calling (817) 554-2106 to establish an alternate payment method. This contract will be deemed cancelled if the contract holder fails to initiate such payment arrangements within 30 days.

8. Your Duties

You are responsible for:

- a. Maintaining the covered appliances and systems.
- b. Promptly reporting any claims to THWS; and
- c. Properly installing and maintaining appliances and systems following the manufacturer's specifications.
- d. **\$100 per claim service fee. This fee will be paid prior to our repair staff coming to your home.**

9. Dispute Resolution

- a. Limitation of Legal Remedies. INSTEAD OF SUING IN COURT, YOU AND WE EACH AGREE TO ARBITRATE DISPUTES ON A BILATERAL (INDIVIDUAL) BASIS. You and we agree that any dispute, controversy, or claim arising out of your use of this website or its content ("Claims") which cannot be settled by mutual agreement of the parties shall be resolved by one arbitrator through binding arbitration. This agreement to arbitrate is intended to be broadly interpreted. It includes Claims based in contract, tort, statute, fraud, misrepresentation, or any other legal theory. The arbitrator's decision and award is final and binding, with some exceptions under the Federal Arbitration Act, 9 U.S.C. 1, et seq., and judgment on the award may be entered in any court with jurisdiction.
- b. If a dispute arises, THWS reserves the right to refund the entire amount paid to THWS and cancel the contract retroactively to the effective date.

10. AGREEMENT

- a. **This Contract contains the entire agreement between you and THWS. All prior agreements are cancelled as of the Effective Date of this Contract. No changes to this Contract are effective unless they are in writing and signed by both you and THWS.**
- b. **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.**
- c. **THIS CONTRACT IS ISSUED PURSUANT TO A LICENSE GRANTED BY THE TEXAS REAL ESTATE COMMISSION, AND COMPLAINTS IN CONNECTION WITH THIS CONTRACT MAY BE DIRECTED TO THE COMMISSION AT P.O. BOX 12188, AUSTIN, TEXAS 78711-2188, (512) 936-3049.**
- d. **NOTICE: YOU, THE BUYER, HAVE OTHER RIGHTS AND REMEDIES UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT WHICH ARE IN ADDITION TO ANY REMEDY WHICH MAY BE AVAILABLE UNDER THIS CONTRACT.**

FOR MORE INFORMATION CONCERNING YOUR RIGHTS, CONTACT THE CONSUMER PROTECTION DIVISION OF THE ATTORNEY GENERAL'S OFFICE, YOUR LOCAL DISTRICT OR COUNTY ATTORNEY, OR THE ATTORNEY OF YOUR CHOICE.



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Homeowner: _____ Effective Date: _____

Address: _____

Square Footage of House: _____ Sales Price _____

Base Plan or Preferred Plan (circle one)

See schedule of charges for correct payment amount.

Amount of Payment made: _____ How Paid: _____ Date Paid _____

If real estate transaction what is the closing date and Title company, contact and phone number: _____

Customer's Name Printed

Customer's Signature

Date

Accepted by THWS – Name Printed

Accepted by THWS – Signature

Date