

13 Months of Coverage!

CRES Home Warranty Plan™ Issued by BPG Home Warranty Company

Helping homeowners for more than two decades



Qualifies for CRES Benefits*

- ✓ E&O Deductible ReductionSM
- ✓ Seller's Protection PlanSM

Plus...

- ✓ Optional Structural Coverage
- ✓ Unknown Pre-existing Conditions
- ✓ Trade Call Fee GuaranteeSM



Issued and administered by
BPG Home Warranty Company
Burbank, California (10-2011)



Buyers Protection Group®
Home Warranty

* Benefits arranged by the Real Estate Alliance Group and are exclusively available to its Members.



Online: www.bpgwarranty.com

Fax (24 Hours): 866-805-7523

Phone: 800-443-5599

Buyer's Coverage Seller's and Buyer's Coverage

Property Seller's Information *Please Print or Type*

PROPERTY SELLER'S NAME
PROPERTY ADDRESS TO BE COVERED
CITY STATE ZIP
PHONE
E-MAIL
REAL ESTATE FIRM
AGENT'S NAME PHONE (Main Office)
AGENT'S E-MAIL FAX
ADDRESS

Property Buyer's Information

PROPERTY BUYER'S NAME
PHONE
E-MAIL
REAL ESTATE FIRM
AGENT'S NAME PHONE (Main Office)
AGENT'S E-MAIL FAX
ADDRESS

Mailing Address for Buyer or Seller *(if different from above)*

PROPERTY BUYER'S OR SELLER'S ADDRESS
CITY STATE ZIP
ADDRESS
CITY STATE ZIP

To pay with VISA/Mastercard please call 800-443-5599.

For price quote and information on SPECIAL COVERAGE, DUPLICATE SYSTEMS (on homes over 5,000 sq. ft.) please call (800) 443-5599.

Escrow Information

Note: Real estate professionals offer this plan as a service to home sellers and buyers. They receive no commission or compensation for offering this plan—your protection is their only objective.

Acceptance of Coverage: I have read the terms and conditions contained herein and desire the benefits of this coverage. I represent that all systems and appliances to be covered are in place and in safe working order on the effective date of this contract. Listed are those items not currently operating:

Waiver of Coverage: I/We acknowledge that I/we have been offered valuable protection within this Warranty. I/We understand that I/we are foregoing such valuable protection of our own volition. I/We agree to hold harmless and release the Real Estate Agents, Brokers and closing agents from any and all liability, including our rights under Civil Code Section 1542, for the repair or replacement of any system, physical condition and/or appliance that could have been covered by this warranty.

SIGNATURE DATE

For Payment Processing Only, Mail Payment To:
BPG Home Warranty Company, Box 749091, Los Angeles, CA 90074-9091
Phone: 800-443-5599 ■ Fax 866-805-7523 ■ www.bpgwarranty.com

| TRADE CALL FEE \$60 (or actual cost if less) | STANDARD | PREFERRED |
|--|--------------------------------|--------------------------------|
| SINGLE FAMILY HOME | <input type="checkbox"/> \$395 | <input type="checkbox"/> \$475 |
| CONDO/MOBILE HOME | <input type="checkbox"/> \$350 | <input type="checkbox"/> \$395 |
| SELLER'S PLAN — SINGLE FAMILY HOME/CONDO/MOBILE HOME <i>The Seller may choose the Preferred Plan which provides the Buyer greatly extended coverage after closing. Seller receives Standard coverage during the listing period.</i> | <input type="checkbox"/> FREE | <input type="checkbox"/> FREE |
| NEW CONSTRUCTION—SINGLE FAMILY HOME (YEARS 1-5) | <input type="checkbox"/> \$595 | <input type="checkbox"/> \$715 |
| NEW CONSTRUCTION—CONDO/MOBILE HOME (YEARS 1-5) | <input type="checkbox"/> \$550 | <input type="checkbox"/> \$670 |
| STANDARD PLAN MULTIPLE UNITS <input type="checkbox"/> DUPLEX \$650 <input type="checkbox"/> TRIPLEX \$930 <input type="checkbox"/> FOURPLEX \$1,200 | <input type="checkbox"/> _____ | |
| PREFERRED PLAN MULTIPLE UNITS <input type="checkbox"/> DUPLEX \$770 <input type="checkbox"/> TRIPLEX \$1,050 <input type="checkbox"/> FOURPLEX \$1,320 | | <input type="checkbox"/> _____ |

| COVERED ITEMS | | |
|---|---|---|
| Unknown Pre-Existing Conditions | ✓ | ✓ |
| Insufficiently Maintained Equipment (Buyers only) | ✓ | ✓ |
| Electrical System, Smoke Detectors, Doorbell | ✓ | ✓ |
| Exhaust Fans, Ceiling Fans, Garage Door Opener | ✓ | ✓ |
| Plumbing System (including Polybutylene), Stoppages | ✓ | ✓ |
| Plumbing Failure Due to Rust and Sediment | ✓ | ✓ |
| Water Heater, Pressure Regulator | ✓ | ✓ |
| Toilets, Bathtub Whirlpool Motor/Pump | ✓ | ✓ |
| Recirculation Pump, Sump Pump | ✓ | ✓ |
| Hot Water Dispenser, Built-In Food Center | ✓ | ✓ |
| Dishwasher, Garbage Disposal, Trash Compactor | ✓ | ✓ |
| Range/Oven/Cook Top, Built-In Microwave | ✓ | ✓ |
| Appliances: Trim Kits, Racks, Rollers, Baskets, Interior Linings, Clocks, Rotisseries, Handles, Knobs, Buckets, Lock & Key Assemblies, Self-Cleaning Mechanisms and Shelves | | ✓ |
| Registers, Grills, Built-in Heat Lamps | | ✓ |
| Faucets, Hose Bibs, Showerheads | | ✓ |
| Toilet Replacement (similar quality) | | ✓ |
| Ceiling Fan Replacement (similar quality) | | ✓ |
| Garage Door Opener: Springs, Remote Transmitters, Hinges | | ✓ |
| Air Conditioning Refrigerant Recapture, Window Units | | ✓ |
| Removal of Defective Equipment | | ✓ |
| Mismatched Units, Improper Installation | | ✓ |
| \$500 Towards Code Upgrades | | ✓ |
| \$250 Towards Building Permits | | ✓ |

| OPTIONAL COVERAGE FOR BUYERS | | |
|---|------------------------------------|------------------------------------|
| Roof Coverage | <input type="checkbox"/> \$100 | <input type="checkbox"/> \$100 |
| Modification/Relocation Option | <input type="checkbox"/> \$100 | <input type="checkbox"/> \$100 |
| Swimming Pool/Spa Equipment | <input type="checkbox"/> \$160 | <input type="checkbox"/> \$160 |
| Additional Pool/Spa | <input type="checkbox"/> \$ 75 | <input type="checkbox"/> \$ 75 |
| Salt Water Swimming Pool Equipment NEW | <input type="checkbox"/> \$325 | <input type="checkbox"/> \$325 |
| Termite Treatment — Texas Residents Only (\$200 One Time Trade Call Fee) | <input type="checkbox"/> \$ 50 | <input type="checkbox"/> \$ 50 |
| Professional Grade Kitchen NEW Introductory Price | <input type="checkbox"/> \$100 | <input type="checkbox"/> \$100 |
| Clothes Washer & Dryer | <input type="checkbox"/> \$ 95 | <input type="checkbox"/> \$ 95 |
| Kitchen Refrigerator w/Icemaker & Dispenser | <input type="checkbox"/> \$ 50 | <input type="checkbox"/> \$ 50 |
| Clothes Washer/Dryer/Refrigerator (Save \$40) | <input type="checkbox"/> \$105 | <input type="checkbox"/> \$105 |
| Wet Bar Refrigerator | <input type="checkbox"/> \$ 25 | <input type="checkbox"/> \$ 25 |
| Wine Refrigerator | <input type="checkbox"/> \$ 25 | <input type="checkbox"/> \$ 25 |
| Well Pump System Coverage | <input type="checkbox"/> \$130 | <input type="checkbox"/> \$130 |
| Septic Tank Pumping | <input type="checkbox"/> \$ 25 | <input type="checkbox"/> \$ 25 |
| Septic System/Sewage Ejector Pump | <input type="checkbox"/> \$ 50 | <input type="checkbox"/> \$ 50 |
| \$30 Trade Call Fee Option Reduces \$60 Trade Call Fee to \$30 | <input type="checkbox"/> \$ 60 | <input type="checkbox"/> \$ 60 |
| Structural Endorsement - Single Family Homes Only (Requires an inspection report by BPG approved inspector) | <input type="checkbox"/> \$200 | <input type="checkbox"/> \$200 |
| Green Option | <input type="checkbox"/> \$ 75 | <input type="checkbox"/> \$ 50 |
| Investor/Property Management Option NEW | <input type="checkbox"/> no charge | <input type="checkbox"/> no charge |

Total Cost of Plan \$ _____ \$ _____



Helping families enjoy their homes — every day. *That's BPG!*

Simple Choices for Comprehensive Coverage...

Most warranty companies provide competitive coverage — that's expected. We've taken a simple approach that allows you to select the coverage and options you need without complex option bundles, or pricing schemes. [Plan Overview](#) -- please review the [Contact](#) for complete details and limitations.

Standard Plan

Coverage generally includes all parts or components that affect the operation of the appliance or system.

□ Kitchen Appliances

- Oven
- Dishwasher
- Garbage Disposal
- Built-In Food Center
- Range, Cook Top
- Built-In Microwave
- Hot Water Dispenser
- Built-In Trash Compactor

□ Heating System

- Gas or electric heating systems

□ Air Conditioning

- Condenser and Coil
- Compressor and Motor
- Evaporator Cooling Unit
- Built-In Wall Units
- Repairs/replacements will meet federally mandated standards

□ Electrical System

- Electrical Panels
- Outlets
- Telephone Wiring
- Doorbell
- Switches
- Central Vacuum Systems
- Smoke Detectors

□ Plumbing System

- Water Heater
- Tub and Shower Valves
- Inline Shutoff Valve
- Sump Pumps
- Whirlpool Motor and Pump Assembly
- Mainline Stoppages
- Pipe leaks (gas, water, drain, waste)
- Toilet Tank and Bowl
- Flushing Mechanisms
- Rust, Corrosion, Sediment
- Recirculation Pumps

□ Garage Door Opener

- Opener Unit & Drive Assembly

□ Fans

- Ceiling Fans
- Kitchen Exhaust
- Whole House Fans
- Bath Exhaust

Preferred Plan

Our Standard Plan PLUS additional upgrade coverage for specialty items. Includes all the protection of our Standard Plan plus additional coverage for items not directly related to the operation of a system or appliance.

□ Air Conditioning

- Refrigerant Recapture
- Crane Fees
- Window Units
- Filters and Grills

□ Heating System

- Built-in Heat Lamps
- Registers and Grills

□ Appliances

Trim kits, racks, rollers, clocks, baskets, handles, knobs, lock and key assemblies, self-cleaning mechanisms, and shelves

□ Plumbing

Faucets, showerheads and arms, enhanced stoppage coverage and hydro-jetting

□ Upgrades and Add-Ons

- Ceiling Fans Similar Quality
- Toilets Similar Quality
- Garage Opener Springs, Remotes, and Hinges

□ Code Upgrades up to \$500

□ Building Permits up to \$250 per occurrence

□ Failures due to Mismatched Systems or Improper Installations

□ Removal Fees for Defective Equipment



BPG/CRES Home Warranty Plan—Texas (10-2011)

Real Estate Transaction Contract - 13-Month Plan

This home warranty is issued and administered by BPG Home Warranty Company (BPG). BPG is a member of the National Home Service Contract Association and has been providing home warranties since 1987. This contract may be offered in conjunction with a real estate transaction for your benefit. BPG does not pay commissions or compensation to referring real estate agents. BPG Home Warranty Company also operates under the name "Best Home Warranty."

Please refer to the contract for specific terms and conditions. If you have questions about coverage, please visit us at www.bpgwi.com or call 800-521-2492.

STANDARD PLAN (available to buyers and sellers)

BPG will repair or replace covered systems and appliances if they become inoperative due to normal wear and tear during the term of this contract. Only those systems and appliances specifically mentioned are covered, and only if they are properly and permanently installed and located within the perimeter of the main foundation of the home and/or detached garage, were functioning in a safe and proper manner on the effective date of this contract, and were designed for residential use.

KITCHEN APPLIANCES: Covers all parts and components that affect operation.

- OVEN
- RANGE/COOK TOP
- DISHWASHER
- BUILT-IN MICROWAVE OVEN
- GARBAGE DISPOSAL
- HOT WATER DISPENSER
- BUILT-IN FOOD CENTER
- BUILT-IN TRASH COMPACTOR

Not Covered: Cosmetic problems, such as chipping, dents or scratches; trim kits; racks; rollers; baskets; lights; interior linings; clocks; rotisseries; handles; knobs; buckets; lock & key assemblies; shelves; removable accessories; timers (unless they affect the primary function of the appliance); meat probes; refrigerator/stove combination units; halogen units; electromagnetic induction units; glass.

HEATING SYSTEM: Covers gas or electric heating systems not to exceed 2 units. FURNACES: Forced Air, Floor, Gravity, or Wall. SYSTEMS: Heat Pump, Hot Water, or Radiant. **Note:** Repair and replacements to hot water, geothermal, water cooled, hydronic, glycol, lithium, oil, diesel, radiant and gravity flow systems are limited to \$1,500 in the aggregate. On dual pack systems the air conditioning side will only be covered if the air conditioning option was also purchased. **Note For Seller:** Heating coverage is only available for Sellers when selected and is limited to \$500 in the aggregate during the listing period for diagnosis, repairs and/or replacements due to a cracked heat exchanger or combustion chamber. **Not Covered:** Registers; grills; built-in heat lamps; fireplaces and key valves; wood or pellet stoves; cable heat (in ceiling); collapsed, crushed, disintegrated or moisture damaged ductwork; flues and vents; ductwork testing and/or sealing; humidifiers; cleaning; filters; air filtration systems; portable heaters; zone control systems; solar heating systems; stands; locating leaks to ductwork; diagnostic testing of ductwork when required by law or when replacing equipment.

AIR CONDITIONING SYSTEM: Covers up to two (2) units with capacity not to exceed five (5) tons per unit. Coverage includes CONDENSER; COIL; EVAPORATIVE COOLING UNIT; COMPRESSOR AND MOTORS; BUILT-IN WALL UNITS. If necessary, as part of a covered replacement, BPG will upgrade the system to federally mandated standards. BPG will replace any covered components that are necessary to maintain compatibility with the replacement unit, including the indoor furnace or air handler, evaporator coil, transition, plenum, indoor electrical, duct connection, accessible refrigerant and condensate lines, and thermostatic expansion valve.

Note: Geo-thermal systems and water cooled systems repairs and/or replacements are limited to \$1,500 in the aggregate. **Note for Seller:** During the Seller's Coverage period, repair and/or replacement of the HVAC system is limited to \$1,500 in the aggregate. All other terms and conditions of the contract still apply.

Not Covered: Cleaning; filters; cooler pads; gas or propane air conditioning systems; inaccessible refrigerant and condensate drain lines; costs related to recapture or disposal of refrigerants; mismatched systems; chillers; flues and vents; humidifiers; air filtration systems; zone control systems; collapsed, crushed, disintegrated or moisture damaged ductwork; portable room or window units; registers; grills; stands; locating leaks in ductwork; diagnostic testing of ductwork when required by law or when replacing equipment.

ELECTRIC SYSTEM: ELECTRICAL PANELS; SWITCHES; OUTLETS; CENTRAL VACUUM SYSTEMS; REPAIRS ONLY TO WIRING AND LOW VOLTAGE INTERIOR LIGHTING SYSTEMS; TELEPHONE WIRING; SMOKE DETECTORS, DOORBELL. **Not Covered:** Light fixtures; remote controls; stretched outlets; removable attachments, accessories, hoses, or central vacuum blockages; meter and base; replacement of low voltage lighting systems; energy management or lighting & appliance management systems; phone jacks; wiring which is the property of the phone company; intercoms.

PLUMBING SYSTEM: WATER HEATER (Gas/Electric, max 75 gal.); FLUSHING MECHANISMS; TOILET TANK AND BOWL (replaced with two piece white builder's standard); TUB AND SHOWER VALVES; GAS/WATER/DRAIN/WASTE PIPE LEAKS; BUILT-IN BATHTUB WHIRLPOOL MOTOR AND PUMP ASSEMBLY; PRESSURE REGULATOR; INLINE SHUTOFF VALVE; Failures caused by Rust, Corrosion, Sediment. **Note:** Polybutylene piping leaks, tankless and/or direct vent water heater repairs and replacements are limited to \$1,000 each in the aggregate.

Not Covered: Fixtures; faucets; hose bibs; water conditioning equipment; landscaping and/or fire suppression systems; sewage ejector pump; main shut off valve; solar water heaters; water heater flues and vents; restrictions in fresh water lines; electrolysis; water discoloration; bathtub jet plumbing; showerheads and arms; bathtubs; sinks; tub and shower base pans; tile; caulking. BPG will not replace a water heater because of noise and will not repipe the dwelling.

DRAIN LINES: BPG will clear mainline stoppages that can be cleared through an existing cleanout without excavation. **Not Covered:** Hydro-jetting; broken or collapsed sewer lines outside the foundation; stoppages or roots that prevent the effective use of an externally applied sewer machine cable; removal of toilet; costs to install a ground level cleanout; chemical treatment; leach lines; septic system pumps; cesspool.

PUMPS: SUMP PUMPS; RECIRCULATION PUMPS. **Note:** Costs to repair and/or replace pumps are limited to \$500 in the aggregate. **Not Covered:** Septic system; sewage ejector pump; jet pump; aerobic pump.

GARAGE DOOR OPENER: Covers major components of the opener unit including motor, wiring, receiver unit, drive assembly. **Not Covered:** Doors; springs; remote transmitters; key pads; sensors; lights; hinges.

FANS: KITCHEN/BATHROOM EXHAUST FANS; WHOLE HOUSE FANS; ATTIC FANS; CEILING FANS. Fans will be replaced with builder's standard. **Not Covered:** Noise; wobbling; light fixtures; remote transmitters.

PREFERRED PLAN (available to buyers and sellers)

If selected and paid at closing, the following additional coverage and upgrade items (which are excluded or optional under the Standard Plan) will apply.

Air Conditioning: Registers; grills; disposable filters; window units; fees associated with the use of cranes when required.

Appliances: Trim kits; racks; rollers; baskets; interior linings; clocks; rotisseries; handles; knobs; buckets; lock & key assemblies; self-cleaning mechanisms; shelves.

Heating: Registers; grills; built-in heat lamps.

Plumbing: Faucets (replaced with chrome builder's standard); hose bibs; showerheads and arms; toilets replaced with similar quality up to \$600 per occurrence; water heater expansion tank.

Drain Lines: If mainline stoppages are unable to be cleared with machine cable, BPG may provide hydro-jetting if appropriate. Toilet removal when necessary for access.

Fans: Replacement of ceiling fans will be with similar quality.

Garage Door Opener: Springs; remote transmitters; key pads; hinges.

Refrigerant Recapture: BPG will pay for the costs of refrigerant recapture, reclamation and disposal when necessary.

Building Permits: BPG will pay the cost for obtaining necessary permits for approved repairs and replacements up to \$250 per occurrence. BPG will not be responsible for service when permits cannot be obtained.

Removal of Defective Equipment: BPG will pay for the costs to dispose of a system or appliance that is being replaced under this contract.

Code Upgrades: BPG will pay up to \$500 in the aggregate to correct code violations and/or code upgrades in relation to a malfunctioning covered system or appliance service if necessary for repair or replacement. The contract holder is responsible for the cost for changes or upgrades relating to hazardous material removal.

Improper Installation: BPG will repair or replace a malfunctioning covered system or appliance that was improperly installed, modified, or repaired, or was not properly matched in size or efficiency at any time prior to or during the contract term, provided the system or appliance is not undersized for the home. If said system or appliance violates a code requirement, the \$250 code limit applies.

OPTIONAL COVERAGE (Available for BUYERS)

SUBTERRANEAN TERMITE TREATMENT: (Available only in Texas) BPG will arrange for a Structural Pest Control licensee to treat homes under 5,000 square feet, using the partial treatment method, as defined by the Texas Structural Pest Control Regulations. **Not Covered:** Preventative treatments; baiting; infestations outside the main foundation of the home or attached garage; decks; fences; repair of damaged areas. **Note: There is a one-time fee of \$200, plus applicable sales tax. Repeat visits during the 12-month coverage period, if needed, are free of charge. This coverage is non-renewable.**

INVESTOR/PROPERTY MANAGEMENT OPTION: Provides concierge services and benefits for owners of multiple properties when the properties are covered with BPG home warranty contracts. Concierge services include: special investor line for requesting service, quarterly consolidated reporting on claims activity; centralized billing capabilities, discount considerations for volume renewals, and special pricing on Tenant Property Inspections.

PROFESSIONAL GRADE OPTION: Concierge service plus additional coverage for professional grade built-in kitchen appliances which includes: RANGE/COOK TOP; OVEN; DISHWASHER; BUILT-IN MICROWAVE OVEN. Coverage extends to REFRIGERATOR if REFRIGERATOR option is also purchased. This option provides up to two (2) times the normal replacement/repair costs provided in the Standard or Preferred plans. The Standard and Preferred plans limit replacements and repairs to similar features, efficiency, and/or capacity – but may not match color, appearance, brand, or dimensions. **Note:** Coverage for the Professional Grade Option is limited to \$4,000 in the aggregate.

GREEN OPTION: If a covered heating system (limited to gas furnace), water heater, or appliance (applies only to Energy Star available appliances) breaks down, subject to all other contract limitations, exclusions, and inclusions, and it cannot be repaired, BPG will replace as follows: the heating system with a 90 percent or better rated efficiency model; the water heater with a tankless hot water heater; and the appliance with an ENERGY STAR qualified product (replacement to have similar major features as appliance being replaced and subject to availability). **Note:** Coverage for tankless hot water heater replacements is limited to \$1,500 in the aggregate. No costs for any modifications are covered.

MODIFICATION/RELOCATION OPTION: Covers up to \$1,000 in the aggregate to perform equipment relocations and/or modification that BPG deems necessary to affect covered repairs and replacements to heating, air conditioning, or water heaters. Coverage extends to: structural items; access issues; vents; pads; stands; roof jacks; outside electrical; inaccessible refrigerant lines; inaccessible condensate drain lines.

Not Covered: Cleaning; permits; disposal costs; ductwork testing and/or sealing.

SWIMMING POOL/SPA EQUIPMENT: Above ground and accessible parts and components of the filtration, pumping, and heating system (including the sweep pump, blower motors, motor, and timer). Both pool and spa equipment are covered if they utilize common equipment. If they do not utilize common equipment, then only one or the other is covered unless an additional fee is paid. **Note:** Heater repairs and/or replacements caused by rust, deterioration or corrosion are limited to \$500 per contract. **Not Covered:** Underground or inaccessible parts; cleaning equipment; pool sweeps; damage due to improper chemical balance; lights; disposable filtration mediums; chlorinators; ionizers; ozone generators; heat pumps; water chemistry control equipment; remote control systems; motorized valves; valve actuators; computerized control boards; jets; fountain or waterfall pumps; covers and related equipment; structural defects; solar-related equipment; skimmers.

SALT WATER SWIMMING POOL EQUIPMENT: CIRCUIT BOARD; SALT CELL; FLOW SENSOR FOR THE SALT WATER CHLORINATOR. Also includes the Swimming Pool/Spa Equipment Option. The access, diagnosis, repair or replacement of the circuit board, salt cell, and flow sensor for the salt water chlorinator is limited to \$2,000 in the aggregate.

WASHER AND DRYER: Electrical or mechanical malfunction of standard or stackable units. **Not Covered:** Cosmetic problems, such as chipping, dents or scratches; plastic mini-tubs; soap dispensers; "all-in-one" wash/dry units; steam units; filter and lint screens; venting; damage to laundry.

REFRIGERATOR (Located in the kitchen): Electrical or mechanical malfunction including icemakers and dispensers. **Note:** Coverage for diagnosis, access, repair or replacement of kitchen refrigerators is limited to \$2,000 in the aggregate. **Not Covered:** Insulation; racks; shelves; handles; lights; interior thermal shells; filters; food spoilage; stand alone freezers; refrigerator/stove combination units; multi-media center; refrigerators located outside the kitchen.

WET BAR REFRIGERATOR: Electrical or mechanical malfunction. **Note:** Cost to repair or replace unit (including diagnosis) is limited to \$500 in the aggregate.

continued

WINE REFRIGERATOR: Electrical or mechanical malfunction. **Note:** Cost to repair or replace unit (including diagnosis) is limited to \$500 in the aggregate.

ROOF COVERAGE: Leaks resulting from rainwater penetrating the roof due to normal wear and deterioration of the building materials covering the roof. **Note:** Costs of diagnosis, repairs, parts and materials will be limited to \$1,000 in the aggregate. If replacement of the existing roof is necessary, in whole or in part, BPG's liability is limited to cash in lieu of the estimated cost of repair of the leaking area only, as if the repair of that area was possible. Service delays frequently occur during periods of rain and storms. While we make every effort to expedite service, no guarantees can be made. Under no circumstances is BPG liable for consequential damages caused by leaks. **Not Covered:** Leaks that occur in a deck or balcony when said deck or balcony serves as the roof of the structure below; leaks in patios, porches or detached garages; leaks that result from or that are caused by roof mounted installations; skylights; un-workmanlike construction or repairs; missing or broken roofing materials; leaks caused by ice, hail, sleet, snow, earthquake, rot or improper design; persons walking or standing on the roof; failure to perform normal maintenance to roof and gutters; acts of God.

WELL PUMP SYSTEM COVERAGE: Well pump system that is the primary source of domestic water to the home and is used for domestic purpose only: PRESSURE, HOLDING AND STORAGE TANKS; ABOVE GROUND PIPING AND ELECTRICAL LINES BETWEEN THE TANK AND THE MAIN DWELLING; DROP PIPE AND CABLE IN THE WELL; WELL PUMP (Maximum 2 HP). **Note:** Costs of repair and/or replacement of items other than the well pump, such as, but not limited to, plumbing pipes, booster pump, tanks, electrical lines, and labor to remove and/or replace well pump are limited to \$500 in the aggregate. **Not Covered:** Well casings; windmills; failures caused by lack of water; water quality; systems used partly or wholly for irrigation or agricultural purposes; re-drilling of wells.

SEPTIC TANK PUMPING: In the event a drain stoppage is due to septic tank backup, BPG will pay up to \$500 in the aggregate for pumping. **Not Covered:** The cost of locating, finding or gaining access to the septic tank; chemical treatments; leach lines; septic system pumps; cesspool.

SEPTIC SYSTEM/SEWAGE EJECTOR PUMP; AEROBIC PUMP; SEWAGE EJECTOR PUMP; JET PUMP; SEPTIC TANK AND LINE FROM HOUSE. **Note:** Cost to diagnose, repair and/or replace the system, including pumps, septic tank and/or line is limited to \$500 in the aggregate. **Not Covered:** Tile fields and leach beds; leach lines; lateral lines; insufficient capacity; cost to install or locate the clean out; pumping.

STRUCTURAL WARRANTY ENDORSEMENT (for Single Family Detached Homes Only): Upon receipt of the completed home inspection, and payment of the additional premium for this endorsement, BPG will repair or replace covered structural system components listed as functional on the inspection provided: a) there is an actual or anticipated failure of a covered component; b) the failure will vitally affect the use of the home for residential purposes; c) the covered component was in place, functional, and permanently installed within the perimeter of the home on the effective date of this warranty. Maximum coverage per warranty is \$10,000; trade call fee for a structural problem is \$100 (this is higher than the regular BPG trade call fee).

LIMITATIONS ON LIABILITY

- ACCESS:** It is the homeowner's responsibility to provide access to the covered item. If it becomes necessary to gain access to a malfunctioning system or appliance by opening a wall, ceiling or concrete floor, BPG will restore the opening to a rough finish only. If a malfunctioning system or part thereof is encased in or covered by cement, and is within the perimeter of the main foundation of the home or garage, the liability of BPG for the repair or replacement of said system is limited to \$1,000 per contract (the \$1,000 limitation includes cost of leak detection).
- REPAIR OR REPLACEMENT:** BPG solely will decide what repairs or replacements will be performed. Systems and appliances that are determined to be undersized or overloaded are not covered. Replacements and repair parts will be similar in major features, efficiency, and/or capacity to those being repaired or replaced, but may not match color, appearance, brand, or dimensions. BPG reserves the right to find, have made, or have rebuilt a hard-to-locate part or component.
- MODIFICATIONS/DISPOSAL COSTS:** BPG is not responsible for modifications to pipe runs, flues, ducts, electrical or plumbing systems, closets or any other structural modifications and similar conditions needed for access, repairs, or installation of a covered system. BPG is not responsible for any costs to dispose of equipment.
- OTHER OPINIONS:** BPG reserves the right to obtain other opinions at its own expense. The contract holder may request a second opinion, regarding repair/replacement at their expense. If BPG decides to obtain other opinions that decision will not result in additional trade call fees to the contract holder.
- BUILDING CODE OR GOVERNMENT REGULATION:** If building codes or government regulations prevent BPG from repairing or replacing a system or appliance with similar capacity, or design, BPG's liability is limited to the amount that it would have cost to repair or replace the system or appliance in the absence of such code or regulation. The contract holder is responsible for obtaining all permits, correcting any existing code violations, hazardous material removal/recapture and for any changes required by law.
- CONSEQUENTIAL DAMAGES:** This contract does not provide coverage for damage caused to the home or its content by a malfunctioning system or appliance.
- DELAYS/MANUFACTURER'S DEFECT:** BPG is not responsible for delays due to labor difficulties, weather, delivery problems, availability of parts, or other events beyond its control. BPG is not responsible for repairs caused by a manufacturer's defect, recall, defective parts/materials, or for failures covered under any existing warranty.
- ELIGIBLE PROPERTIES:** This contract covers a single family dwelling, less than 5,000 square feet, used only for residential non-commercial purposes. Homes over 5,000 square feet, multiple units, guest houses, and other structures are covered only if the appropriate additional fees are paid. Shared systems are not covered unless all units are covered by the same contract.
- RENEWAL/TRANSFER:** Contract may be renewed at BPG's discretion for an additional 12 months. In that event, contract holder will be notified of the prevailing rate and terms of renewal, which may be a different version. This contract may be transferred if the property is sold during the term of this contract; original contract holder must notify BPG of the change in ownership in writing.
- REMODELING/ROUTINE MAINTENANCE, ETC.:** Damage to a covered system or appliance caused by remodeling activity or construction is not covered. Routine cleaning, maintenance, improper installation or design, or previous repairs and/or missing parts, will not be covered. For continued coverage, the contract holder is responsible for providing regular maintenance of covered items as specified by the manufacturer.
- ACTS OF GOD, ETC.:** This contract does not cover damage to covered systems and appliances resulting from acts of God, mold, storms, lightning, mud, earthquake, soil movement, nuclear incidents, war, riot, flood, hail, ice, snow, accidents, misuse, neglect, animals or pests, freeze damage, odors, abnormal wear and tear, power failure or shortage, surge or overload, attempted or improper previous repairs, improper design or installation.

12. CANCELLATION: This plan is non-cancellable, except for non-payment of contract or trade call fees, for fraud or misrepresentation concerning any material fact pertaining to the coverage provided in this contract, or upon mutual agreement between the contract holder and BPG. If the contract is cancelled, the contract holder shall be entitled to a pro-rata refund of the paid contract fee for the unexpired term less service costs plus a \$25 administrative charge. All requests for cancellation must be submitted to BPG in writing.

Arkansas Residents: Obligations of the provider under this service contract are backed only by the full faith and credit of the provider (BPG) and are not guaranteed under a service contract reimbursement insurance policy. **Cancellation:** The contract holder may cancel the contract within the first thirty (30) days of coverage for a full refund providing no service claim has been made.

HOW TO OBTAIN SERVICE

YOU MUST FIRST CONTACT BPG FOR SERVICE. WE DO NOT REIMBURSE OR PAY FOR REPAIRS MADE WITHOUT PRIOR APPROVAL.

- Before calling for service, SHUT OFF the system or appliance to prevent further damage.
- MAKE SURE THE PROBLEM IS COVERED.** Contract coverage extends to unknown pre-existing conditions to covered items that were not discovered until after the effective date of this contract and provided the defect or malfunction would not have been apparent by visual inspection or simple mechanical test prior to effective date.
- Call 800-521-2492, or for non-emergency service requests go to www.bpgwi.com, or fax 866-422-4538.** BPG accepts service requests 24 hours a day, 365 days a year. BPG will dispatch a contractor or technician who will call you within 24 hours to schedule an appointment during normal working hours. If you experience difficulties with the technician, contact BPG. If it is necessary to hire a technician who charges travel time, BPG will pay up to a maximum of \$75 for travel time. Travel time charges in excess of \$75 will be paid by the contract holder.

On weekends and holidays, the contractor will contact you within 48 hours. BPG will consider a request for service to be an emergency ONLY, if in the opinion of BPG, the malfunction renders the house uninhabitable. Under no circumstance will appliance failure be considered an emergency. In the event BPG determines that a malfunction has created an emergency, a reasonable effort will be made to provide expedited services. If you request BPG to perform non-emergency service outside of normal business hours, you will be responsible for payment of additional fees, including overtime.

TRADE CALL FEE AND OTHER SERVICE INFORMATION

For each service call placed, you will be responsible to pay the trade call fee to the contractor at the time of their first visit. The trade call fee is due for each call dispatched. Failure to pay the trade call fee will result in suspension of coverage until such time as the proper fee is paid. Upon receipt of that payment, coverage will be reinstated for the remainder of the contract term, but the contract period will not be extended. To apply for reimbursement under the Trade Call Fee Guarantee for non-covered claims, please contact our office at 800-521-2492.

We reserve the right to provide cash-in-lieu of repair or replacement of covered items. In all cases, cash-in-lieu payments will be limited to the amount of our actual cost (which is less than retail) to repair or replace the covered item. In some circumstances, BPG may permit you or request that you obtain a licensed and insured technician. BPG will pay only its usual and customary repair cost for covered repairs, and will pay for service **if the following conditions are met:**

- You must first call BPG to report the malfunction and obtain a work order number;
- Prior to work commencement, your technician must call BPG with an estimate and obtain a payment authorization number (BPG reserves the right to obtain other opinions); and
- After completion of work, mail or fax invoice to BPG. Invoice must include work order and authorization numbers to be paid. Also, indicate who is to be paid, you or the technician. The trade call fee will be deducted from the total.

PLAN EFFECTIVE DATES

The effective and expiration dates are listed on the Declaration of Coverage accompanying this contract. Buyer's coverage will begin at close of sale, and continue for 13 months, provided the plan fee is received by BPG within 14 days; if the plan fee is not received by BPG within that period, the effective date will be the date the plan fee is received.

Contracts or requests for additional coverage received more than 30 days after close of sale may be subject to a waiting period and must be accompanied by a current inspection report or contractor certification showing items to be covered are operating properly.

New Construction Plan begins at closing and continues for five years from that date, provided the New Construction Plan fees are received by BPG within 14 days from the close of sale. All covered items must be in good working condition at the time coverage begins. Revenue will be recognized by BPG at the rate of 20% of the total premium per annum.

Optional Seller's Coverage when selected, begins upon acceptance by BPG and continues for 180 days, close of sale, or listing termination (whichever occurs first). During the Seller's Coverage period, repair and/or replacement of the HVAC system is limited to \$1,500 in the aggregate. All other terms and conditions of the contract still apply. Seller's Coverage is not available on multi-units, homes over 5,000 square feet, or for sale by owner transactions. Seller's Coverage period may be extended at the sole discretion of BPG. Pre-existing conditions are not covered during the Seller's Coverage period.

Texas Residents: NOTICE: YOU, THE BUYER, HAVE OTHER RIGHTS AND REMEDIES UNDER THE TEXAS DECEPTIVE TRADE PRACTICES — CONSUMER PROTECTION ACT WHICH IS 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.

BUYER'S/SELLER'S SIGNATURE

DATE

BPG is licensed by the Texas Real Estate Commission. Complaints regarding the contract can be directed to the Commission at: P.O. Box 12188, Austin, Texas 78711-2188, 512-936-3049.

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Distinct Value Advantages

□ Simple Choices for Comprehensive Coverage

Choose the plan and options that work best for you. You'll find we offer comprehensive and competitive protection – backed by an impressive customer satisfaction rate.

□ Trade Call Fee Guarantee

It's the most customer friendly guarantee in the business – you'll never be stuck with a service fee unless we actually perform or pay for the repair.

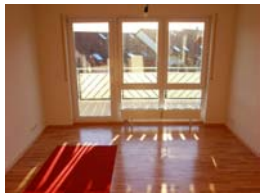
□ 12 Months of Extended Advice

Another industry exclusive – complimentary help managing your home plus direct access to our home product experts – even on things not covered by your warranty.

Plan Now Includes: [®]



Professional Grade Option - When a property has high-end appliances, our Professional Grade Option will keep you smiling by providing up to two times the normal coverage offered by most warranty companies. Plus, we'll provide a Concierge Representative that is trained in the sourcing, purchasing, and installation of high-end appliances – all of which saves time, money and headaches.



Investor/Property Management Option - Keeping track of multiple properties can be challenging, but our no-charge Investor Option will let you breathe easier and let you focus on keeping your properties leased. Benefits include Concierge Service, consolidated activity reports, volume discounts on renewals, and special Tenant Property Inspections.



Salt Water Pool Option - Eco-friendly and easy on the eyes. Salt Water Pools are less harsh than standard chlorine pools, but they can be expensive if something goes wrong. Consider adding our Salt Water Pool Option when appropriate – our coverage limits exceeds most other warranties by more than 30%.



Green Option - When systems fail, upgrade the smart way! Replace with ENERGY STAR models including tankless water heaters. Enjoy 90% (or better) rated efficiency models for Heating System replacements. Even our contracts and transactions are paperless (where permitted by law).

