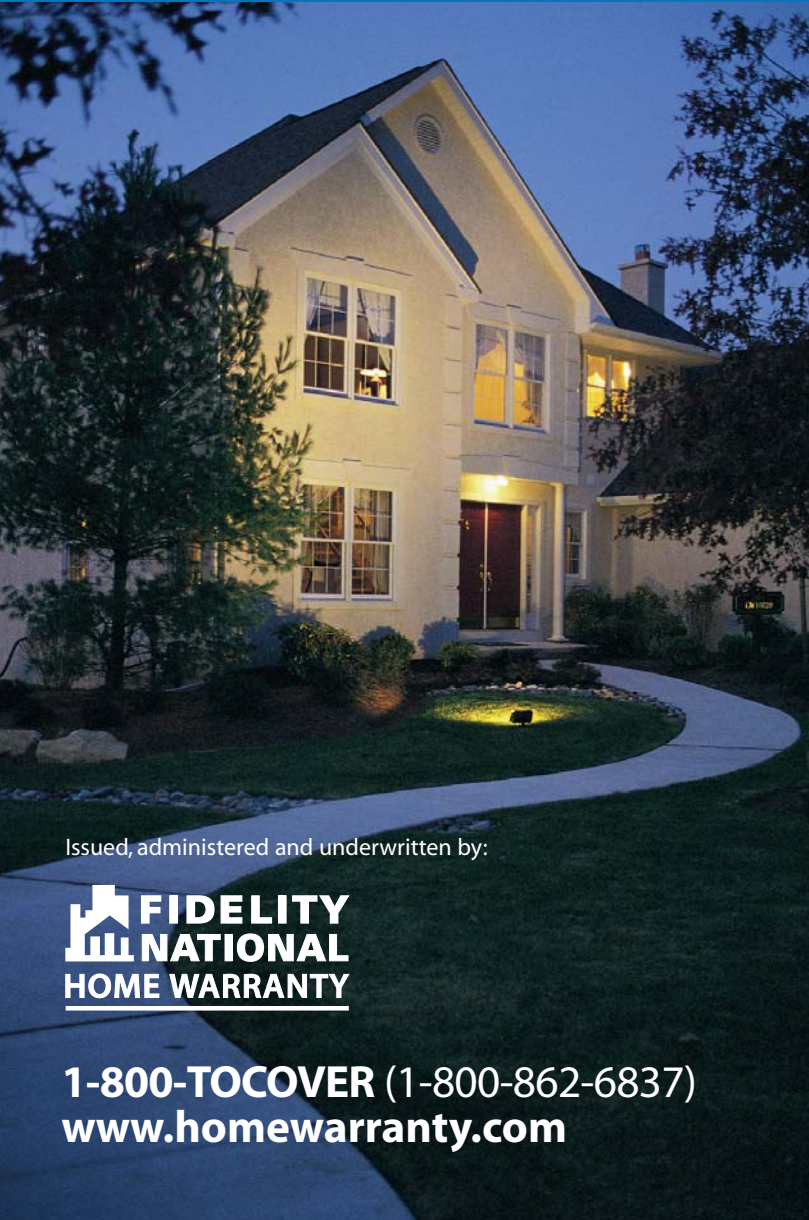




CRESSM ADVANTAGE

By Fidelity National Home Warranty

13 Months of Coverage Texas



Issued, administered and underwritten by:



1-800-TOCOVER (1-800-862-6837)
www.homewarranty.com

Comprehensive Plus Plan



\$480 Comprehensive Plus Plan Includes:
(\$445 for Condominium/Townhouse/Mobile Home)

Buyer's Standard Coverage

- Plumbing System
- Plumbing Stoppages
- Toilets
- Sump Pump (Permanently installed)
- Built-in Whirlpool Bathtub Motor Pump
- Recirculating Hot Water Pump
- Garbage Disposal
- Instant Hot Water Dispenser
- Water Heater
- Central Heating System
- Air Conditioning/Evaporative Cooler
- Ductwork
- Electrical System
- Telephone Wiring
- Central Vacuum System
- Garage Door Opener
- Ceiling Fans
- Attic and Exhaust Fans
- Kitchen Exhaust Fan
- Doorbell
- Smoke Detectors
- Dishwasher
- Range/Oven/Cooktop
- Built-in Microwave Oven
- Trash Compactor
- Subterranean Termite Treatment

**Best Value
Most Coverage**

The following items that are **NOT** covered in the Buyer's Standard Coverage **ARE** added as covered for the buyer when the Comprehensive Plus Plan is purchased.

Mismatched Systems: FNHW will repair or replace a system or component that has failed due to a mismatch in capacity or efficiency provided the system is not undersized relative to the square footage of area being cooled or heated. If the mismatched system violates a code requirement, the **\$250.00 Code Violation aggregate applies as stated.**

Improper Installations, Repairs or Modifications: FNHW will repair or replace a system or appliance that has failed due to improper installation, repair or modification. If the improper installation, repair or modification violates a code requirement, the **\$250.00 Code Violation aggregate applies as stated.**

Removal of Defective Equipment: FNHW will pay the costs to dismantle and dispose of an old appliance, system or component when FNHW is replacing a covered appliance, system or component.

Refrigerant Recapture, Recovery and Disposal: FNHW will pay the costs related to the recapture, recovery and disposal of refrigerant as required.

Permits: FNHW will pay the cost of obtaining permits for FNHW-approved repairs and replacements up to **\$250.00 per occurrence.**

Code Violations: FNHW will pay to correct code violations and/or code upgrades if necessary to affect FNHW-approved repair or replacement of a covered system or appliance up to the **combined aggregate of \$250.00 per contract term.**

Plumbing System: Faucets - shower heads - shower arms - interior hose bibs (replaced with chrome builder's standard). Replacement toilets will be of like quality.

Heating System/Air Conditioning/Evaporative Cooler: Registers - filters - grills - heat lamps - window units - condenser housing.

Ceiling Fans: Replacement ceiling fans will be of like quality.

Dishwasher: Racks - rollers - baskets.

Range/Oven/Cooktop: Clocks - rotisseries - racks - handles - knobs - dials - interior lining.

Built-in Microwave Oven: Interior lining - door glass - clocks - handles - shelves.

Trash Compactor: Removable buckets - knobs - lock and key assemblies.

Garage Door Opener: Hinges - springs - cables - remote transmitters.

Optional Seller's Coverage can only be ordered in conjunction with a Buyer's Plan. The combined contract aggregate limits for the access, diagnosis, repair or replacement of the following items during the Seller's Coverage period apply; heating and/or air conditioning system/evaporative cooler and ductwork = \$1,500.00 maximum; furnace failures due to a cracked heat exchanger or combustion chamber = \$500.00 maximum. All other limits and aggregates apply. See Terms of Coverage #9.

For service, call **1-800-308-1420**
24 Hours a day—7 Days a week

Texas Home Warranty Application

A. Select Plan Coverage

For homes under 5,000 sq. ft. and in a real estate transaction.

Call 1-800-862-6837 for prices on homes over 5,000 sq. ft. and/or multi-units, guest houses or casitas.

| For the Buyer | Standard Plan | Comprehensive Plus Plan |
|---|----------------------------------|----------------------------------|
| Single Family Home | <input type="checkbox"/> \$410 | <input type="checkbox"/> \$480 |
| Condominium/Townhouse/Mobile Home | <input type="checkbox"/> \$365 | <input type="checkbox"/> \$445 |
| Duplex | <input type="checkbox"/> \$640 | <input type="checkbox"/> \$710 |
| Triplex | <input type="checkbox"/> \$940 | <input type="checkbox"/> \$1,010 |
| Fourplex | <input type="checkbox"/> \$1,195 | <input type="checkbox"/> \$1,265 |
| New Construction Coverage (Years 2 through 5) | <input type="checkbox"/> \$625 | <input type="checkbox"/> \$695 |

| For the Buyer & Seller | Standard Plan | Comprehensive Plus Plan |
|-----------------------------------|--------------------------------|--------------------------------|
| Single Family Home | <input type="checkbox"/> \$470 | <input type="checkbox"/> \$540 |
| Condominium/Townhouse/Mobile Home | <input type="checkbox"/> \$425 | <input type="checkbox"/> \$505 |

Covers the Buyer's Standard Plan or Buyer's Comprehensive Plus Plan items when ordered at the time the Buyer's coverage is placed; is a maximum of 180 days and is not available on homes over 5,000 sq. ft., multi-units, guest houses, or casitas or any of the Buyer's Coverage Options. See contract and Terms of Coverage for details.

B. Select Buyer's Coverage Options

To determine costs of items below for Duplex, Triplex or Fourplex, multiply costs by the number of options. Example—W/D Option on Triplex = 3 x \$90 = \$270

- \$180 Pool/Spa Equipment (Includes salt water pool equipment. No additional charge if separate equipment)
- \$ 90 Washer/Dryer*
- \$115 Washer/Dryer/Kitchen Refrigerator w/Water Dispenser & Ice Maker*
- \$ 50 Kitchen Refrigerator w/Water Dispenser and Ice Maker*
- \$ 45 Additional Refrigeration Coverage* (Available only with purchase of Kitchen Refrigerator Option)
- \$ 85 Well Pump*
- \$ 60 Septic Tank System/Septic Tank Pumping
- \$ 35 Sewage Ejector Pump
- \$200 Structural Endorsement

(Available for single family detached homes only and requires a completed Home Inspection. Service Trade Call Fee for this option is \$100.)

*Includes applicable sales tax.

C. Total Plan Cost (A + B)

\$ _____

Low \$65 Service Trade Call Fee

Acceptance of Coverage and Authorization of Payment: Applicant has read the terms and conditions contained herein and accepts the coverage and authorizes escrow holder to pay FNHW directly upon close of escrow.

Waiver of Coverage: In waiving this program, applicant agrees to hold harmless their real estate broker and/or agent against liability resulting from failure of major systems and appliances that would have been covered by FNHW. I choose to waive:

Home Warranty Plan Optional Structural Endorsement Initial _____

SIGNATURE

DATE

Contract fee is due at close of escrow.

Property Information

Confirmation No: _____

ADDRESS OF PROPERTY TO BE COVERED

CITY STATE ZIP

Buyer/Seller Information

BUYER'S NAME BUYER'S PHONE

BUYER'S EMAIL

SELLER'S NAME SELLER'S PHONE

Initiating Real Estate Company

AGENT REPRESENTS: BUYER SELLER BOTH

ORDERED BY: AGENT COORDINATOR

AGENT'S NAME COORDINATOR'S NAME

COMPANY NAME MAIN OFFICE PHONE

COMPANY MAIN ADDRESS

CITY STATE ZIP

MAIN FAX EMAIL

Cooperating Real Estate Company

AGENT'S NAME

REAL ESTATE COMPANY NAME MAIN OFFICE PHONE

EMAIL

Title/Escrow Company

COMPANY NAME

COMPANY STREET ADDRESS

CITY STATE ZIP

MAIN OFFICE PHONE MAIN OFFICE FAX

ESCROW OFFICER'S NAME ESCROW NUMBER EST. CLOSE DATE

EMAIL

4 Ways to Apply for Coverage!

Online: www.homewarranty.com

Phone: 1-800-TOCOVER (1-800-862-6837)

Fax: 1-800-308-1460

Mail: FNHW, P.O. Box 7606, San Francisco, CA 94120-9885

Specific to the CRES ADVANTAGE Plan

Structural Warranty Endorsement Option for the Buyer

(For Single Family Detached Homes Only)

Upon receipt of the completed home inspection, and payment of the additional fee for this endorsement option, FNHW 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; and c) the covered component was in place, functional, and permanently installed within the perimeter of the home on the effective date of this contract. Maximum coverage per contract is \$10,000.00; Service Trade Call Fee for a structural problem is \$100.00 (this is higher than the regular FNHW Service Trade Call Fee).

Covered: Foundation; Foundation Walls; Sill Plates; Girder Posts; Headers; Floor Joists and Sub floor; Sole Plates; Studs; Sheathing; Plates and Ceiling Joists; Rafters; Roof Sheathing and Roof Boards; Partition Wall Studs; and other load carrying structural components which constitute an integral part of the primary structure.

Not Covered: Failure due to earthquake, weather, flood, land subsidence, slope failure, acts of God, fire, vandalism, pest damage, riot, civil disobedience, accident, improper construction, substandard building materials, design flaw, modifications that weaken a structural component or that compromise the structural integrity of the dwelling, or the failure of any component or system not listed as a covered item or defects discovered prior to the effective date of this endorsement. Upgrades required by code, cosmetic defects, and consequential loss or damage are not covered.

Note: This option is non-renewable and is not available for condominium, townhouse, mobile home, multi-unit properties, new construction or Direct to Consumer contracts.

Buyer's Standard Coverage

Please refer to your contract for specific coverage, exclusions, and limitations.

Plumbing System

Covered: Garbage disposal - instant hot water dispenser - repair of leaks and breaks in water, waste, vent, or gas lines within the perimeter of the main foundation of the home or garage - shower/tub valves/diverters/basket strainers (replaced with chrome builder's standard) - angle stops - gate valves - waste and stop valves - toilet tanks, bowls, and working mechanisms (replacement toilets will be white builder's standard) - wax ring seals - permanently installed sump pumps (ground water only) - built-in whirlpool bathtub motor pump assemblies - pressure regulators - pop-up assemblies.

Not Covered: Shower heads - shower arms - fixtures - faucets - bathtubs - sinks - shower enclosures and base pans - caulking and grouting - filters - hose bibs - sewage ejector pumps - toilet seats and lids - septic tanks - water softeners - flow restrictions in fresh water lines - saunas - steam rooms - bidets - whirlpool bathtub jet plumbing - indoor or outdoor sprinkler systems - booster pumps - conditions of electrolysis.

Limits: The access, diagnosis and repair of concrete-encased or inaccessible plumbing lines is limited to \$1,000.00 aggregate per contract term. FNHW will provide access through unobstructed walls, ceilings, floors, concrete slabs and the like, and will return all openings made for access to a rough finish only, subject to the \$1,000.00 limit indicated. FNHW is not responsible for trim, texture, paint, wallpaper, tile, carpet, or the like.

Plumbing Stoppages

Covered: Clearing of sewer line and mainline stoppages with standard sewer cable to 125 feet from point of access at existing ground level cleanout; including hydrojetting if stoppage is unable to be cleared with cable. Clearing of branch drain line stoppages in sink, tub, shower drains and toilets with standard sewer cable from point of access, including existing accessible cleanout, p-trap, drain or overflow access point.

Not Covered: Stoppages and/or collapse of water, drain, or gas lines caused by roots or foreign objects. Access to drain, sewer or main lines from vent or removal of a toilet; costs to locate, access, or install ground level or drain line cleanouts.

Water Heater (Gas or electric)

Covered: All parts and components that affect operation including tankless water heaters, lowboy units and recirculating pumps. FNHW will replace with a unit that meets federally mandated energy efficiency requirements.

Not Covered: Solar units and/or components - holding tanks - flues and vents.

Heating/Air Conditioning/Evaporative Cooler/Ductwork

The heating/air conditioning/evaporative cooler system must be designed for residential application and cannot exceed a 5-ton capacity. FNHW will pay for costs associated with the use of cranes or other lifting equipment to service roof-top heating or air conditioning/evaporative cooler units. Covered heating system must be main source of heat to the home.

Covered: All parts and components that affect the operation of the following heating and air cooling systems: forced air (gas, electric, oil) - built-in floor and wall heaters - hot water or steam circulating heating systems - geothermal or water source heat pumps - heat pumps - package units - mini-splits - electric baseboard - room heaters - ducted central electric split and package units - evaporative coolers - wall air conditioners. If FNHW determines that the replacement of a heat pump-split system type of heating/condensing unit is required, FNHW will replace with a unit that meets federally mandated SEER and HSPF* requirements, including the replacement of any covered components that are necessary to maintain compatibility with the replacement unit; such as the air handler - evaporative coil - transition - plenum - indoor electrical - duct connection - accessible refrigerant and condensate drain lines - thermostatic expansion valve - accessible and inaccessible ducts from heating and/or cooling unit to connection at register or grill - refrigerant recovery.

Not Covered: Solar heating systems - glycol systems (unless used in geothermal heat pump systems) - portable and free-standing units - humidifiers, dehumidifiers and electronic air cleaners - fuel and water storage tanks - registers and grills - filters - heat lamps - fireplaces - wood, pellet or gas stoves (even if only source of heating) - chimneys - flues - vents -

fireplace inserts and key valves - cable heat (in ceiling) - clocks - timers - outside or underground piping and components for geothermal and/or water source heat pumps - well pump and well pump components for geothermal and/or water source heat pumps - inaccessible refrigerant and condensate drain lines - general maintenance and cleaning - improper use of metering devices - systems with improperly matched condensing unit and evaporative coil per manufacturer's specifications unless otherwise noted in this contract - zone control and related components of forced air systems - window units - condenser housing - gas or propane air conditioners - water towers - chillers - dampers - insulation - improperly sized ductwork - collapsed or crushed ductwork - ductwork where asbestos is present - ductwork damaged by moisture - costs for inspections, diagnostic testing, verification and permits as required by any federal, state, local law, regulation or ordinance.

Limits: The access, diagnosis, repair or replacement of any hot water, radiant heat, steam circulating, air transfer, diesel or hydraulic heating system(s) is limited to \$1,500.00 aggregate per contract term. The access, diagnosis, repair or replacement of the ductwork is limited to \$1,000.00 aggregate per contract term. The access, diagnosis, repair or replacement of geothermal heat pump system is limited to \$5,000.00 aggregate per contract term.

Optional Seller's Coverage: When selected, the access, diagnosis, repair or replacement of the heating and/or air conditioning system/evaporative cooler and ductwork is limited to a combined aggregate of \$1,500.00 maximum during the Seller's Coverage period. If the failure of a furnace is due to a cracked heat exchanger or combustion chamber, the access, diagnosis, repair or replacement of the furnace is limited to \$500.00 maximum during the Seller's Coverage period.

*SEER—Seasonal Energy Efficiency Ratio HSPF—Heating Seasonal Performance Factor

Electrical System/Doorbell/Smoke Detectors

Covered: All parts and components that affect operation.

Not Covered: Fixtures - alarms/intercoms and circuits - inadequate wiring capacity - power failure or surge - low voltage wiring - direct current (D.C.) wiring or components - lights.

Telephone Wiring

Covered: Telephone wiring used solely for residential telephone service located within the walls of the main dwelling.

Not Covered: Telephone jacks - plugs - lights - transformers and other power units - cover plates - telephone units - answering devices - burglar alarms/intercoms and circuits - telephone fuses - wiring which is the property of a telephone company - audio/video/computer or other cable.

Central Vacuum System

Covered: All parts and components that affect operation.

Not Covered: Removable hoses - accessories - clogged pipes.

Limits: FNHW is not responsible for the cost of gaining access to, or closing access from the floor or walls either to locate the cause of malfunction or to affect repair or replacement.

Garage Door Opener

Covered: Wiring - motor - switches - receiver unit - track drive assembly.

Not Covered: Garage doors - hinges - springs - cables - rollers - guides - remote transmitters.

Ceiling/Exhaust/Attic Fans (Built-in)

Covered: All parts and components that affect operation (replaced with builder's standard).

Not Covered: Light kits and remote transmitters.

Kitchen Appliances

Covered: All parts and components that affect the operation of: Dishwasher, Trash Compactor, Range/Oven/Cooktop, Kitchen Exhaust Fan, Built-in Microwave

Note: Garbage Disposal and Instant Hot Water Dispenser are covered under Plumbing System.

Not Covered: Racks - rollers - baskets - handles - dials - knobs - shelves - clocks (unless it affects the operation of the range/oven/cooktop) - meat probe assemblies - light sockets - indoor barbecue - rotisseries - interior lining - microwave door glass - portable or countertop units - removable accessories including buckets - lock and key assemblies.

Limits: Sensi-heat burners replaced with standard burners.

Subterranean Termite Treatment

(Coverage is only for single family homes under 5,000 square feet)

Covered: Treatment only for subterranean termite infestation within the main foundation of the home, including the attached garage. A licensed pest control company will provide partial treatment method, as defined by the Texas Structural Pest Control Board Regulations to the perimeter of the main foundation and any areas of live termite infestation inside the home. If a termite inspection is requested, a \$75.00 fee (or less, plus applicable tax) is due at time of inspection. If termite infestation is found, the termite inspection fee will be waived upon payment of the one time \$200.00 service fee plus applicable sales tax to the independent service contractor.

Not Covered: Infestation in decks or fencing or any infestation outside the confines of the main foundation of the home or attached garage. Repair of damage caused by subterranean termites. This contract only covers the treatment methods defined as spot and/or partial under the Texas Structural Pest Control Board Regulations, and does not cover any other form of termite or pest control coverage method. The structural pest control contractor reserves the right not to provide treatment in instances where there exists customer chemical sensitivity, environmental hazard, and/or access is prevented due to structural design. Other forms and methods of treatment (including treatment of the entire house) may be available from a licensed pest control company at additional cost.

Note: The contract holder (either seller or buyer) will pay a one time \$200.00 Service Trade Call Fee plus applicable sales tax to the independent service contractor for subterranean termite treatment. Repeat visits will be provided for up to 12 months from the original date of partial treatment at no additional charge. Not applicable to condominiums, townhouses, mobile homes, multi-unit homes, guest houses or casitas.

Buyer's Coverage Options



*We protect your investment
24 hours a day—
7 days a week.*

Optional coverage may be purchased up to 30 days after the close of escrow provided systems and/or appliances are in good working order. Coverage shall commence upon receipt of fees and will expire one year after the close of escrow. Buyer's Coverage Options are subject to the same Terms of Coverage and Limits of Liability of this contract.

Pool/Spa Equipment Option

Covered: All above ground and accessible parts and components of the filtration, pumping and heating system (including the pool sweep pump, pump motor, blower motor and timer)- salt cell - flow sensor for the salt water chlorinator.

Not Covered: Lights - liners - solar related equipment - underground water, gas and electrical lines - skimmers - chlorinator or ozinator - ornamental fountains - waterfalls and their pumping systems - structural and/or cosmetic defects - cost of access to make repairs or replacements - inaccessible portion of the spa jets - pop-up heads - turbo or motorized valves - electronic/computerized controls and/or control panels - pool sweeps and related cleaning equipment - salt.

Limits: The access, diagnosis, repair or replacement of the salt water control unit, salt cell, and flow sensor for the salt water chlorinator is limited to \$1,500.00 aggregate per contract term.

Washer/Dryer Option

Covered: All parts and components that affect the operation.

Not Covered: Knobs - dials - touch pads - plastic mini tubs - lint screens - venting - dispensers - damage to clothing.

Kitchen Refrigerator Option

(Includes dual compressor units; must be located in the Kitchen.)

Coverage is for ONE built-in kitchen refrigerator with freezer unit or ONE built-in combination of an ALL refrigerator with an ALL freezer unit or ONE free-standing kitchen refrigerator with freezer unit.

Covered: All parts and components that affect the operation of one Kitchen Refrigerator. Icemaker/water dispenser, provided parts are available. In cases where parts are not available, FNHW's obligation is limited to cash in lieu of repair based on the cost of the replacement parts.

Not Covered: Any removable component which does not affect the primary function - shelves - handles - ice crushers - filters - internal thermal shells - insulation - food spoilage - multi-media centers - wine chillers - wine vaults.

Limits: The access, diagnosis, repair or replacement of the unit is limited to \$5,000.00 aggregate per contract term.

Additional Refrigeration Coverage Option

(Only available with purchase of Kitchen Refrigerator Option. Units with more than one compressor are not covered under this option.)

Covered: All parts and components for a combined total of four of the following units: additional refrigerator, wet bar refrigerator, wine refrigerator, free-standing freezer and free-standing ice maker. Additional Refrigeration Coverage includes coverage for icemaker/water dispenser, provided parts are available. In cases where parts are not available, FNHW's obligation is limited to cash in lieu of repair based on the cost of the replacement parts.

Not Covered: Kitchen refrigerator; any removable component which does not affect the primary function - shelves - handles - ice crushers - filters - internal thermal shells - insulation - food spoilage - multi-media centers - wine chillers - wine vaults.

Limits: The access, diagnosis, repair or replacement of the units is limited to a \$1,000.00 combined aggregate per contract term.

Well Pump Option

Covered: All parts of one well pump; must be utilized exclusively for domestic use.

Not Covered: Control boxes - holding or storage tanks - pressure tanks - booster pumps - access to remove and/or repair well pump system - all piping and electrical lines - well casing - redrilling wells - damage due to low water table.

Limits: The access, diagnosis, repair or replacement of the well pump is limited to \$1,500.00 aggregate per contract term.

Septic Tank System/Septic Tank Pumping Option

Covered: All parts and components that affect the operation of one aerobic pump - one effluent pump - septic tank - pumping of septic tank - waste line from house to tank. FNHW will pump the septic tank once during the contract term if the stoppage is due to a full septic tank.

Not Covered: Collapsed or broken waste lines outside the foundation except the line from house to tank - stoppages or roots that prevent the effective use of an externally applied sewer cable - the cost of finding or gaining access to the septic tank - the cost of sewer hook-ups - disposal of waste - chemical treatment of the septic tank and/or waste lines - tile fields and leach beds - leach lines - cesspools - seepage pits - lateral lines - insufficient capacity - cleanouts.

Limits: The access, diagnosis, repair or replacement of the aerobic pump, effluent pump, septic tank and line from house to tank is limited to \$500.00 aggregate per contract term.

Sewage Ejector Pump Option

Covered: All parts and components that affect the operation of one sewage ejector pump.

Not Covered: Basins and any costs associated with locating or gaining access to, or closing access from the sewage ejector pump.

Limits: The diagnosis, repair or replacement of the sewage ejector pump is limited to \$500.00 aggregate per contract term.

Limits of Liability

1. FNHW's liability is limited to failures of covered systems and appliances due to normal wear and tear during the term of the contract.
2. FNHW reserves the right to obtain a second opinion at its own expense. The contract holder may order their own second opinion, but shall be responsible for the cost of said opinion.
3. FNHW will determine whether a covered item will be repaired or replaced. Except as otherwise noted in this contract, replacements will be of similar features, capacity and efficiency as the item being replaced. FNHW is not responsible for matching dimensions, brand or color including stainless steel or similar material finishes. When parts are necessary for completion of service, FNHW will not be responsible for delays that may occur in obtaining those parts. FNHW reserves the right to repair systems and appliances with non-original manufacturer's parts, including rebuilt or refurbished parts. Repairs and/or replacements that are subject to a manufacturer's warranty are excluded from this contract. Unless otherwise noted in the contract, FNHW is not responsible nor liable for the disposal cost(s) of appliances, systems, equipment and/or components of equipment including refrigerant, contaminants, and/or other hazardous or toxic materials.
4. When federal, state or local regulations, building and/or similar code criteria require improvements and/or additional costs to service a covered system and/or appliance, including permits, the costs to meet the proper code criteria shall be the sole responsibility of the contract holder, except where otherwise noted in this contract. FNHW will be responsible for repairs and/or replacement of covered systems and/or appliances after the proper code criteria are met, except where otherwise noted in this contract. When upgrading covered systems, parts or components to maintain compatibility with equipment manufactured to be compliant with federally mandated energy efficiency requirements, FNHW is not responsible nor liable for the cost of construction, carpentry, or other structural modifications made necessary by installing different equipment. FNHW is not responsible to perform service involving hazardous or toxic materials and/or conditions of asbestos.
5. FNHW is not responsible for repairs or replacement due to misuse or abuse, disassembled or missing parts nor for failures or damage due to: fire, flood, smoke, lightning, freeze, earthquake, theft, storms, accidents, riots, war, vandalism, animals or pests, power failure, surge and/or overload, soil movement, structural changes, design deficiency, manufacturer's recall, inadequate capacity, land subsidence, slope failure, or cosmetic defects. Except where otherwise noted in this contract, failures due to improper previous repair or installation of appliances, systems or components is not covered. FNHW will not perform routine maintenance or cleaning. The contract holder is responsible for providing routine maintenance and cleaning of covered items as specified by the manufacturer to ensure continued coverage of such items. For example, heating and air conditioning systems require periodic cleaning and/or replacement of filters and water heaters require periodic flushing.
6. FNHW is not responsible for consequential or secondary damages resulting from the failure of a covered system or appliance or failure to provide timely service due to conditions beyond FNHW's control, including but not limited to delays in securing parts, equipment, and/or labor difficulties. FNHW is not responsible for food spoilage, loss of income, utility bills, living expenses, personal and/or property damage.
7. FNHW is not responsible for providing access to repair or replace a covered system or appliance unless otherwise noted in this contract. When access is provided under this contract, restoration to walls, closets, floors, ceilings, or the like, will be to a rough finish only. FNHW is not responsible for the cost of modifications necessary to repair or replace a covered system or appliance, including but not limited to pipe runs, flues, ductwork, structures, electrical, or other modifications. FNHW does not cover systems, appliances or equipment designed for commercial use.
8. FNHW is not responsible for electronic, computerized, or remote energy management systems including, but not limited to, zone controlled systems, lighting, energy, security, pool/spa, entertainment/media/audio, or appliances. Solar systems and components are not covered.
9. Common systems and appliances are not covered except in the case of a duplex, triplex, or fourplex dwelling, and unless every unit is covered by FNHW. If this contract is for a dwelling of 5 units or more, only the items contained within each individual unit are covered. Common systems and/or appliances are excluded.

Terms of Coverage

10. The service contract can be returned to FNHW not later than: (1) the 20th day after the date the contract is mailed to the contract holder; or (2) the 10th day after the date of delivery, if the contract is delivered to the contract holder at the time of sale. If the contract is returned in accordance with this paragraph and a claim has not been made under the contract before the contract is returned, the contract is void. FNHW shall refund to the contract holder or credit to the account of the contract holder the full purchase price. This contract is non-cancelable by FNHW, except: (1) for non-payment of contract fees; (2) fraud or misrepresentation of facts material to the issuance of this contract; (3) when the contract is for Seller's Coverage and close of sale (escrow) does not occur, if applicable or; (4) upon mutual agreement of FNHW and the contract holder. If this contract is canceled, the provider of funds shall be entitled to a pro-rated refund of the paid contract fee for the unexpired term, less an administrative fee and any service costs incurred by FNHW. A 10% monthly penalty shall be added to refunds not paid or credited within 45 days after the return of this contract to FNHW.

11. FNHW reserves the right to provide cash in lieu of repair or replacement of a covered system or appliance in the amount of FNHW's actual cost to repair or replace such a system or appliance. The amount provided as cash in lieu is generally less than retail. FNHW is not responsible for work performed once you accept cash in lieu of service.

12. If the covered property changes ownership prior to the expiration of the contract, the contract holder may call 1-800-862-6837 to transfer coverage to the new owner for the remainder of the current contract term. This contract may be renewed at the sole discretion of FNHW, subject to applicable rates and terms.

13. Coverage on lease options is available for the lessor only. Contract fee is due and payable to FNHW upon execution of the lease and continues for one full year.

14. FNHW is not responsible under any circumstances for the diagnosis, repair, removal, or remediation of mold, mildew, rot, or fungus and/or damages resulting from the aforementioned, even when caused by or related to the malfunction, repair, or replacement of a covered system or appliance.

15. Obligations of FNHW under this service contract are backed by the full faith and credit of FNHW.

Miscellaneous: 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 (512) 936-3049. The purchase of a residential service contract is optional and similar coverage may be purchased through other residential service companies or insurance companies authorized to transact business in Texas. **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.**

BUYER'S SIGNATURE _____

DATE _____

For service, call 1-800-308-1420
24 Hours a day—7 Days a week

This thirteen month Major Systems and Appliance Warranty is issued and administered by Fidelity National Home Warranty Company (FNHW), a Texas licensed home protection company. The real estate agent offering this program does so as a service to protect their client's best interest. They receive no commission or compensation from Fidelity National Home Warranty.

Member of the NATIONAL HOME SERVICE CONTRACT ASSOCIATION
NHCSA Co-Code:12H244



1. If a covered item fails during the contract term, the contract holder must place a service request at www.homewarranty.com or by calling 1-800-308-1420. Should the contract holder contract directly with others or do the work themselves, Fidelity National Home Warranty (FNHW) will not reimburse that cost. Upon receipt of a service request, FNHW will contact an independent service contractor (contractor) within 3 hours during normal business hours and 48 hours on weekends and holidays. Our assigned contractor will then call the contract holder directly to schedule a mutually convenient appointment during normal business hours. FNHW will determine what service requests constitute an emergency and will make reasonable efforts to expedite emergency service. The contract holder is responsible for any additional fees, including overtime, for non-emergency services requested outside normal business hours. Please call 1-800-308-1420 with any concerns regarding the contractor providing service or problems scheduling appointments.

2. Should FNHW grant the contract holder permission to contact a contractor directly to perform a covered service, FNHW will reimburse the contract holder only if the contractor is qualified, licensed, insured, and provides fair and reasonable rates on parts and labor. Once the contractor arrives at the property and prior to the contractor performing any repairs for which the contract holder may seek reimbursement, the contract holder must contact FNHW by calling 1-800-208-3151 to confirm that service work is covered under the contract.

3. **Service Trade Call Fee (fee):** A \$65.00 fee is due for each service trade request and is paid to the contractor upon arrival at the home. For example, if a contract holder needs both a plumber and an appliance technician, each will require a separate service trade call fee. The fee is due once we initiate the service request on your behalf and is still due when: the diagnosis results in a complete or partial exclusion of coverage; the contractor is in route to the home and you cancel the appointment; you fail to provide the necessary access to perform the service request, including not being home at the time of the pre-arranged appointment. Failure to pay a 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.

Note: Service Trade Call Fee for Subterranean Termite Treatment is \$200.00 plus applicable sales tax. All conditions and terms apply.

Note: Service Trade Call Fee for Structural Endorsement Option is \$100.00 per structural service call. All conditions and terms apply.

4. **Service work** is warrantied (without an additional service trade call fee) for 30 days on labor and 90 days on parts. The 30/90-day warranty only applies to malfunctions that are reported to FNHW during the term of this contract.

5. **Buyer's Coverage:** Starts at the close of escrow and continues for thirteen months provided the contract fee is paid at the close of escrow. When the contract fee has not been received by FNHW, request for service will be dispatched once contract payment can be verified by the closing agency and/or another source of contract payment is made (i.e., credit card). You must call for service prior to the expiration of this contract.

6. **New Construction Coverage:** Plan coverage and any optional coverage begins on the first anniversary of the close of escrow and continues for 4 years from that date, provided the plan fee is received by FNHW within 10 working days from the close of escrow. All systems and appliances to be covered must be in good working condition at the time coverage begins on the first anniversary after the close of escrow. Anytime during the first year of coverage, the contract holder may call FNHW for assistance in the event of a problem with the systems or appliances generally described in this plan. FNHW will assist the contract holder in contacting the manufacturer or contact the manufacturer on the contract holder's behalf to determine the remedies available to the contract holder under the manufacturer's warranty for the system or appliance associated with the contract holder's request.

7. This contract covers single-family dwellings under 5,000 square feet. Dwellings over 5,000 square feet, multi-units, guest houses, casitas and the like are covered if the appropriate additional fee is paid. Covered dwellings cannot be used for commercial purposes, for example, as day care centers, nursing care homes, fraternity/sorority houses, etc.

8. This contract covers only those parts, components, systems and appliances specifically mentioned as covered and excludes all others. FNHW provides examples of components 'not covered' to assist understanding of this contract and examples are not exhaustive. We recommend that you review your contract completely. Covered systems and/or appliances must be located within the main foundation of the home or garage except for exterior well pump, air conditioner/evaporative cooler, pressure regulator, waste/stop valves, water heaters, pool/spa equipment, sewage ejector pump and outdoor septic tank system equipment. All coverage is subject to the limitations and conditions mentioned in this contract.

9. **Optional Seller's Coverage:** Must be ordered in conjunction with a Buyer's Plan. Seller's Coverage begins upon issuance of a confirmation number by FNHW and continues for 180 days, close of escrow or termination of listing, whichever comes first. Seller's Coverage may be extended at FNHW's sole discretion. Seller's Coverage is not available on homes in excess of 5,000 square feet, multi-units, guest houses, casitas or any of the Buyer's Coverage Options. The combined contract aggregate limits for the access, diagnosis, repair or replacement of the following items during the Seller's Coverage period apply: heating and/or air conditioning system/evaporative cooler and ductwork = \$1,500.00 maximum; furnace failures due to a cracked heat exchanger or combustion chamber = \$500.00 maximum. All other limits and aggregates apply.

10. **Covered systems and/or appliances must be in good, safe working order at the start of contract coverage.** Unknown pre-existing conditions will be covered if, at the time coverage began, the defect or malfunction would not have been known to the buyer, seller, agent, or home inspector by a visual inspection and/or by operating the system or appliance. A visual inspection of the covered item verifies that it appears structurally intact and without damage or missing parts that would indicate inoperability. Operating the covered item is defined as turning the item on and off to ensure that it is operational. While turned on, the item operates without causing damage, irregular sounds, smoke or other abnormal outcomes.

11. FNHW will repair or replace covered systems and appliances which mechanically malfunction due to insufficient maintenance, rust, corrosion or sediment, unless otherwise noted in this contract.