



## Schedule

Agreement Number: HAS13159209H

AGREEMENT HOLDER INFORMATION		
NAME <b>-DHRH</b>	PHONE ( )	
ADDRESS (Complete only if Holder's mailing address is different from the Residential Property Address) 5601 Democracy Drive Ste 265		
CITY P\$12	STATE 7	ZIP 24
RESIDENTIAL PROPERTY ADDRESS		
ADDRESS  2		
CITY P\$12	STATE 7	ZIP 24
AGREEMENT INFORMATION		
AGREEMENT TERM IN MONTHS	AGREEMENT PURCHASE DATE 1/1/2024	AGREEMENT EFFECTIVE DATE 2/1/2024
<u>  </u> month(s)	AGREEMENT RENEWAL DATE (if applicable) 2/1/202	AGREEMENT EXPIRATION DATE 2/1/202
	SERVICE CALL FEE \$ 75.00	AGREEMENT PURCHASE PRICE \$1,099.00
COVERAGE SELECTED		
<b>Coverage Options:</b>		
<input type="checkbox"/> <b>REAL ESTATE PROTECTION PACKAGE</b>		
<ul style="list-style-type: none"> <li><input type="checkbox"/> Built-In Microwave</li> <li><input type="checkbox"/> Dishwasher</li> <li><input type="checkbox"/> Garbage Disposal</li> <li><input type="checkbox"/> Kitchen Refrigerator</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Range/Oven/Cooktop</li> <li><input type="checkbox"/> Clothes Washer/Dryer</li> <li><input type="checkbox"/> Central Air Conditioner</li> <li><input type="checkbox"/> Central Heating System</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Ductwork</li> <li><input type="checkbox"/> Water Heater</li> <li><input type="checkbox"/> Kitchen Exhaust Fan</li> </ul>
<input type="checkbox"/> <b>REAL ESTATE PROTECTION PACKAGE – ENHANCED PROTECTION</b>		
<input checked="" type="checkbox"/> <b>REAL ESTATE PROTECTION PACKAGE – LUXURY PACKAGE</b>		
Everything covered in the Appliance Plan and the Systems Plan		
<b>Additional Coverage Options Selected – (additional charges will apply)</b>		
<input type="checkbox"/> Boiler	<input type="checkbox"/> Swimming Pool	<input type="checkbox"/> Wine Cooler
<input type="checkbox"/> Central Vacuum System	<input type="checkbox"/> Ice Maker – In Refrigerator or Stand Alone	<input type="checkbox"/> Additional AC Unit
<input type="checkbox"/> Septic System	<input type="checkbox"/> Secondary Refrigerator (not including ice maker)	<input type="checkbox"/> Ceiling Fans
<input type="checkbox"/> Free-Standing Freezer	<input type="checkbox"/> Well Pump	<input type="checkbox"/> Doorbell System
<input type="checkbox"/> Garage Door Opener	<input type="checkbox"/> Trash Compactor	
<input type="checkbox"/> Programmable Thermostat		
<input type="checkbox"/> Spa		
<b>Select the dwelling type being covered by this Agreement:</b>		
<input checked="" type="checkbox"/> Single-Family home less than 5,000 sq. ft.	<input type="checkbox"/> Single-Family home from 5,000 and 8,000 sq. ft.	
<input type="checkbox"/> Townhome less than 5,000 sq. ft.	<input type="checkbox"/> Single-Family home from 8,001 and 12,000 sq. ft.	
<input type="checkbox"/> Condominium less than 5,000 sq. ft.		
SELLER INFORMATION		
NAME Trinity Home Advisors	PHONE (833) 554-4245	
ADDRESS 5601 Democracy Drive Ste 265		
CITY Plano	STATE TX	ZIP 75024

**THERE IS A THIRTY (30) DAY WAITING PERIOD AFTER THE AGREEMENT PURCHASE DATE. IN THIS THIRTY (30) DAY WAITING PERIOD YOU ARE NOT ELIGIBLE FOR COVERAGE.** You are required to receive prior approval from Us as soon as the problem is discovered. We will accept service calls from 8:00 AM to 5:00 PM EST Monday through Friday at (877) 204-1748, or You may file Your claim online 24 hrs a day/7 days a week at [www.homeassureadmin.com/claims](http://www.homeassureadmin.com/claims). If there is an after-hours emergency You must send an email to [support@homeassureadmin.com](mailto:support@homeassureadmin.com) outlining the details of the issue. Your **Service Fee** for each service requested is \$ 75.00. Should You have questions pertaining to billing or this Agreement, please call Our office at (877) 204-1748 and select the billing option from the menu. Please do not hesitate to call Us if You have any questions about Your Agreement. **Certain items and events are not covered by this Agreement. Please refer to the exclusions listed on pages 9-10 of this document.**

## HOME PROTECTION SERVICE AGREEMENT

### Term & Conditions

We hope **You** enjoy the added comfort and protection this **Service Agreement** provides. Please read this **Agreement** carefully, as it describes the service **You** will receive in return for **Your** payment of the **Agreement** Purchase Price. The information contained in these important terms and conditions document (the "**Service Agreement**", "**Agreement**") is intended to be **Your** guide in knowing what is covered and how coverage works under **Your** Plan. This **Agreement** contains a Dispute Resolution/Arbitration Agreement and Class Action Waiver. If **You** ever need assistance regarding **Your** **Agreement**, contact the **Administrator** at any time. Be sure to keep this **Agreement** document and **Your** Sales Receipt/Invoice together, as they will come in handy when **You** have a **Claim**. **Certain items and events are not covered by this Agreement. Please refer to the Exclusion section of this Agreement.**

#### I. DEFINITIONS:

*Throughout this document, the following capitalized words in bold have the stated meaning –*

1. **"We", "Us", "Our"**: the party or parties obligated to provide service under this **Service Agreement**. The provider of this **Service Agreement** (the "obligor"), who is **CGA SC Provider Services, INC**, a company located at 6991 E Camelback Road, Suite C309, Scottsdale, AZ 85251, (877-204-1748). **In Florida**: the provider of this **Service Agreement**, **Northcoast Warranty Services, Inc.** a company located at 800 Superior Avenue E, 21st Floor, Cleveland, OH 44114; (866) 927-3097 (FL License No. 49123). **This Agreement is not available in the states of Alaska, California, New Hampshire, Ohio, Washington, and Wisconsin.**
2. **"Administrator"**: the party authorized by **Us** who is responsible for administrating benefits to **You** in accordance with the terms and conditions of this **Service Agreement**, **Camelback Administrative Group, INC. doing business as HomeAssure**, a company located at [6991 E Camelback Road, Suite C309, Scottsdale, AZ 85251], with phone number [(877) 204-1748].
3. **"You", "Your", "Customer"**: the purchaser of this **Service Agreement** that is listed on the Schedule Page who is to receive the benefits outlined herein or the person to whom this **Agreement** was properly transferred.
4. **"Service Agreement", "Agreement"**: this home protection service agreement terms and conditions document.
5. **"Residential", "Residence"**: refers to the single-family home, townhome, condominium, multi-family property (i.e., duplex or triplex), mobile or modular home (which is permanently fixed to the foundation), occupied by **You** or **Your** authorized occupant.
6. **"Breakdown"**: a covered item which becomes inoperable and unable to perform its designed function.
7. **"Claim"**: a demand for payment in accordance with this **Service Agreement** sent by **You**.
8. **"Emergency Claim", "Emergency Repair"**: a **Breakdown** (or suspected **Breakdown**) of **Your** covered item or covered system that affects the safe inhabitability of **Your Residence**; including, the **Breakdown** of a central home air conditioning covered system or central home heating covered system when the temperature outside the covered **Residence** exceeds 90 degrees Fahrenheit or drops below 40 degrees Fahrenheit; respectively.
9. **"Seller"**: the entity from whom **You** purchased this **Agreement** as shown on the Schedule Page.
10. **"Service Fee", "Deductible"**: the amount that is due by **You** for each service call, or actual cost of service, whichever is less, paid to the authorized service professional at the time of service whether or not the failure is determined covered by this **Agreement**.
11. **"Servicer Provider"**: the entity responsible for providing service under this **Agreement**.
12. **"Waiting Period"**: the period of time starting on the **Agreement** Purchase Date, through thirty (30) days thereafter, during which time no **Claims** are considered for coverage under this **Service Agreement**.

#### II. COVERAGE ELIGIBILITY:

In order for a system or appliance to be considered eligible for coverage under this **Agreement**, the system or appliance must be:

- a) Located within a **Residence**, as defined.
- b) Classified by the manufacturer as residential (meaning those items manufactured and marketed solely for use in a residential single-family dwelling).
- c) Located within the perimeter of the main house foundation or garage (with exception to the exterior air conditioner, pool, or spa equipment); as applicable to **Your** coverage plan selection and confirmed on **Your** Schedule Page.

- d) In good, safe working order and correctly installed at the premises as of the Agreement Effective Date.
- e) Properly maintained as recommended by the manufacturer's owner's manual and product warranty; and
- f) Accessible at the time of service.

THIS AGREEMENT ONLY COVERS RESIDENTIAL PROPERTIES INCLUDING SINGLE FAMILY HOMES, TOWNHOMES, OR CONDOMINIUMS, FOR THE RESPECTIVE SQUARE FOOTAGE AS SHOWN IN THE DWELLING TYPE BEING COVERED BY THIS AGREEMENT SECTION IN THE SCHEDULE. PROPERTIES LISTED ON A HISTORICAL REGISTER, AND ANY PROPERTY USED IN WHOLE OR IN PART FOR BUSINESS PURPOSES SUCH AS, BUT NOT LIMITED TO, DAY CARE, GROUP HOME, REST HOME, CHURCH, SCHOOL OR SORORITY/FRATERNITY, AIRBNB, OR VACATION RENTAL PROPERTIES ARE NOT COVERED. COMMON AREAS OR ITEMS SHARED BY NON-PURCHASERS OF THIS AGREEMENT WILL NOT BE COVERED. COVERAGE IS FOR OCCUPIED RESIDENCES ONLY, NOT RESIDENCES USED AS BUSINESSES.

### III. **COVERAGE PERIOD:**

**[THERE IS A THIRTY (30) DAY WAITING PERIOD AFTER THE AGREEMENT PURCHASE DATE. IN THIS THIRTY (30) DAY WAITING PERIOD YOU ARE NOT ELIGIBLE FOR COVERAGE.]**

Coverage begins on the **Agreement Effective Date** as indicated on the Schedule Page [which is thirty (30) days after the **Agreement Purchase Date** indicated on the Schedule Page]. All monthly terms will begin on the **Agreement Effective Date**. After the **Agreement Effective Date**, coverage will continue as long as all monthly or renewal payments are made as scheduled.

Coverage may be selected for monthly or annual terms and paid for accordingly. All **Agreements** automatically renew unless cancelled by **You** or **Us** or non-renewed by **Us**.

### **WHEN YOUR PLAN BEGINS AND ENDS**

- (1) **[One-Time Pay Plans:** If **You** paid for **Your Agreement** in one payment, coverage under **Your Agreement** will end on the **Agreement Expiration Date** of **Your** coverage, unless it is renewed or cancelled or **Our** obligations under the **Agreement** become fulfilled in their entirety, in accordance with the Limit of Coverage Liability.]
- (2) **[Continuous Monthly Plans:** If **You** select a plan that automatically renews on a month-to-month basis, coverage under **Your Agreement** will continue and **You** authorize **Administrator/Seller** to charge **Your** credit card for the amount specified on **Your** payment receipt each month until **Your Agreement** is cancelled, **We** have fulfilled **Our** obligations under this **Agreement** in accordance with the Limit of Coverage Liability, or **We** discontinue the monthly renewals. **Your** account must be current to receive service. If **You** wish to non-renew **Your** coverage under this **Service Agreement**, please call **Our** authorized representative at (877) 204-1748 prior to **Your** next billing cycle due date.]

### IV. **COVERAGE – WHAT IS COVERED:**

In the event of a covered **Breakdown** this **Agreement** provides for service, repair, or replacement of covered items, due to a covered **Breakdown** on all items or Systems for which coverage has been purchased (subject to terms and limitations of this **Agreement**), less a \$[75] service call fee per incident or actual cost of service, whichever is less, payable to the company providing service. This **Agreement** provides coverage only for those items specifically listed as being covered on the Schedule Page and excludes all other items. Coverage is subject to limitations and conditions specified in this **Agreement**. At **Our** sole discretion, **We** may decide to provide reimbursement towards the cost of replacement in lieu of Service.

Coverage described in this **Agreement** will not replace or provide duplicative benefits during any active manufacturers or builder's warranty period. During such period, anything covered under that warranty is the sole responsibility of the manufacturer and will not be considered under this **Agreement**; regardless of the manufacturer's ability to fulfill its obligations. This **Agreement** will not provide duplicative coverage for perils or losses that are covered under any homeowner's or other property insurance policies. **PARTS USED TO REPAIR OR REPLACE COMPONENTS OF YOUR COVERED ITEM/COVERED SYSTEM MAY BE NEW, REFURBISHED, OR NON-MANUFACTURER PARTS THAT FIT THE SPECIFICATIONS OF YOUR COVERED ITEM/COVERED SYSTEM.**

Major brands of equipment will be covered under this **Agreement** subject to availability of repair parts. Only those items specifically named as covered are eligible for coverage. **Those items listed as Not Covered are examples**

and not an all-inclusive list. This listing does not in any way limit Our right to decline coverage for items not specifically mentioned.

#### V. APPLIANCE AND SYSTEM COVERAGE PLANS:

Major brands of equipment will be covered under this Agreement subject to availability of repair parts. Only those items specifically named as covered are eligible for coverage. **Those items listed as Not Covered are examples and not an all-inclusive list. This listing does not in any way limit Our right to decline coverage for items not specifically mentioned.**

#### A. APPLIANCE PACKAGE: We will cover up to [\$1,000] per appliance per [12-month] period listed below. The [\$1,000] limit includes any costs for access, diagnosis, repair or replacement, and installation.

- **[Built-In Microwave**: We will cover up to [\$1,000]. **COVERED**: door interlock electrical switch, touch pad/controller, diode, control board, transformer/inverter, stirrer motor, magnetron fan motor, related electrical parts. **NOT COVERED**: All other components, including but not limited to: **Countertop units, door glass, clocks, filters, door handle, rotisseries, interior linings, or cosmetic issues such as scratches, dents, or chipping.**]
- **[Dishwasher**: We will cover up to [\$1,000]. **COVERED**: heating element, pump, thermostat, thermal fuse, washer, drain valve, motor assembly, door switch interlock, timer, float switch, inter valve, internal hoses, control panel and related electrical parts. **NOT COVERED**: All other components, including but not limited to: **Baskets, filter, hard water deposits, iron deposits, rollers, racks, or cosmetic issues such as scratches, dents, or chipping.**]
- **[Garbage Disposal**: We will cover up to [\$1,000]. **COVERED**: all mechanical and electrical components and parts. **NOT COVERED**: All other components, including but not limited to: **Problems and/or jams caused by bones and foreign objects other than food.**]
- **[Kitchen Refrigerator – excluding icemaker**: We will cover up to [\$1,000]. **COVERED**: condenser, defrost heating element, thermostat, fuse, relay, transformer, motor, compressor, timer, fan control, bearings, pump motor, switches, electrodes, semi-conductors, rectifiers, valves, and electronics circuits. **NOT COVERED**: All other components, including but not limited to: **Chilled water dispensing and respective equipment, defrost drain tubes, gaskets, seals, doors, icemakers and controls, filters, door handle, food spoilage, media centers, or cosmetic issues such as scratches, dents, or chipping.**]
- **[Range/Oven/Cooktop**: We will cover up to [\$1,000]. **COVERED**: surface gas valves, main burner, pilot burner, oven safety valves, burner tubes, spark modules, electric infinite switches, thermocouple, manifold transformer, relay, regulator, standard thermostat, igniter, fuse, sensor, power pack, seals, surface unit controls, programmed cooking controls, heating elements, internal wiring. **NOT COVERED**: All other components, including but not limited to: **Clocks, meat probe assemblies, rotisseries, racks, handles, knobs, sensi-temp burners, orifices, burner caps, burners, cosmetic issues such as scratches, dents, chipping or breakage to an oven door or glass/ceramic cooktop.**]
- **[Clothes Washer**: We will cover up to [\$1,000]. **COVERED**: water level switch, water inlet valve, water temperature switch, drive basket, brakes, clutch assembly, timer, sequencer, lid switch and actuator, touch pad, control board, power supply, motor, pump coupling, drive belt, and related electrical parts. **NOT COVERED**: All other components, including but not limited to: **removable mini-tubs or buckets, agitator, wigwag, boot seal, soap dispensers, filter screens, knobs and dials, damage to clothing, water flow restrictions due to mineral deposits, drawers, or cosmetic issues.**]
- **[Clothes Dryer**: We will cover up to [\$1,000]. **COVERED**: gas valve, main burner, pilot burner, thermocouple, manifold, transformer, relay, regulator, standard thermostat, igniter, fuse, sensor, power pack, drive belt, surface limit control, motor, bearings, pulleys, controls, timer and electrical heating element. **NOT COVERED**: All other components, including but not limited to: **venting, knobs and dials, seals, damage to clothing, lint screens, dryer cabinet fragrance/ humidity center or cosmetic issues.**]

**NOTE**: For appliances over [ten (10) years old]: If the repair is over [\$300] or parts are not available to repair the equipment, a [\$300] replacement allowance will be paid to You. This allowance will increase by [\$50] for each full year Your Agreement is active up to a maximum of [\$500]. Proof of purchase of a new appliance is required to be provided to the Administrator in the form of a purchase receipt within sixty (60) days.

**B. SYSTEMS PACKAGE: We will cover up to [ \$1,500] per system per [12-month] period listed below. The [ \$1,000] limit includes any costs for access, diagnosis, repair or replacement and installation.**

- **[Central Air Conditioning (includes Heat Pumps): (Electric only) We will cover up to [ \$1,500]. Coverage is available on residential cooling systems not exceeding a five (5) ton capacity. COVERED:** condenser, defrost heating element, standard thermostat, fuse, relay, transformer, motors, compressor, pulleys, timer, fan control, bearings, fluid pump, switches, electrodes, semi-conductors, rectifiers, and electronic circuits. **NOT COVERED: All other components, including but not limited to:** Ductwork, Gas air conditioning systems, Wi-Fi thermostats, baseboard casings, coils, line driers, portable units, registers, grills, clocks, timers, flues and vents, condenser casings, portable electric air cleaners, filters, humidifiers, service valves, driers, refrigerant, refrigerant line sets, refrigerant reclamation, belts, wiring, wiring harness, circuit breakers, drains, primary and secondary drain pans, drain line stoppages, roof jacks or stands, chilled water systems, unit accessories, improperly sized cooling systems, wall units not ducted when designed to be ducted by the original manufacturer.]
- **[Central Heating System: (Gas or Electric) We will cover up to [ \$1,500]. COVERED:** gas valve, main burner, limit control, pilot burner, thermocouple, flame spreader, regulator, standard thermostat, manifold, fuse, transformer, relay, igniter, sensor, motor, power pack, bearings, pulleys, fan control, pressure control, pressure gauge, low water cut-off, sight glass, coupler, power pile, fluid pump, blower, and heat coil. Only natural gas/propane space heaters used for heating customer's entire residence are covered as central heat. **NOT COVERED: All other components, including but not limited to:** Ductwork, Solar heating systems, fireplaces, chimneys, heat lamps, fuel storage tanks, liners, registers, grills, timers, flues and vents, filters, improperly sized heating systems, expansion tanks, free- standing or portable heat units. All components and parts relating to geothermal, water source heat pumps, and pellet stoves.]
- **[Ductwork: We will cover up to [ \$1,000]. COVERED:** accessible ductwork from cooling and/or heating unit to point of attachment to registers or grills. **NOT COVERED: All other components, including but not limited to:** Insulation; asbestos covered ductwork; registers; grills; dampers; improperly sized ductwork; diagnostic testing of, or locating leaks to ductwork, including as required by any law, regulation, ordinance or code or when required due to the installation or replacement of system equipment; ductwork outside the perimeter of the home or crawl space; collapsed or crushed ductwork; ductwork damaged by moisture or rodents/animals/insects. We will only repair unobstructed and accessible ductwork. Obstructions include, without limitation, walls, floors, ceilings, built-in appliances, systems, and cabinets.]
- **[Water Heater: (Gas or Electric) We will cover up to [ \$1,000]. COVERED:** gas valve, main burner, limit control, pilot burner, thermocouple, flame spreader, regulator, standard thermostat, manifold, relief valve, vent damper, and electrical heating element. **NOT COVERED: All other components, including but not limited to:** Solar water heaters, oil-fired water heaters, secondary holding or storage tanks, anode rods, noise, thermal expansion tanks, fuel storage tank, heat recovery units, flues, piping, insulation, and T&P discharge lines.]
- **[Kitchen Exhaust Fan: We will cover up to [ \$1,000]. COVERED:** all internal related electrical parts, including belts, fan motors, motors, switches, relays, and control boards. **NOT COVERED: All other components, including but not limited to:** Rooftop exhaust units, filters, or cosmetic issues such as scratches, dents, or chipping.

**NOTE: For cooling or heating systems over ten (10) years old: If the repair is over [ \$600] or parts are not available to repair the equipment, a [ \$600] replacement allowance will be paid to You. This allowance will increase by [ \$50] for each full year Your Agreement is active up to a maximum of [ \$1,000]. Proof of purchase of a new heating or cooling system is required to be provided to the Administrator in the form of a purchase receipt within sixty (60) days.]**

**NOTE: For other systems over ten (10) years old: If the repair is over [ \$300] or parts are not available to repair the equipment, a [ \$300] replacement allowance will be paid to You. This allowance will increase by [ \$50] for each full year Your Agreement is active up to a maximum of [ \$500]. Proof of purchase of a new appliance is required to be provided to the Administrator in the form of a purchase receipt within sixty (60) days.**

**(1) [REAL ESTATE PROTECTION PACKAGE – coverage will include the following:**

- *Coverage includes all that is referenced under the "APPLIANCE PACKAGE" plan.*
- *Coverage includes all that is referenced under the "SYSTEMS PACKAGE" plan.*

**NOT COVERED: ALL EXCLUSIONS LISTED IN THE APPLICABLE "APPLIANCE PACKAGE" PLAN OR "SYSTEMS PACKAGE" PLAN THAT PROVIDES COVERAGE FOR THESE SPECIFIC COVERED PRODUCTS AND COVERED SYSTEMS.**

- (2) **[REAL ESTATE PROTECTION PACKAGE – ENHANCED PROTECTION]:** When Real Estate Protection Package – Enhanced Protection coverage has been purchased as indicated on the Schedule Page, We will cover up to \$2,500 per occurrence, for all systems and appliances per 12-month period, coverage will include the following:

- Coverage includes all that is referenced under the "APPLIANCE PACKAGE" plan.
- Coverage includes all that is referenced under the "SYSTEMS PACKAGE" plan.

**NOT COVERED: ALL EXCLUSIONS LISTED IN THE APPLICABLE "APPLIANCE PACKAGE" PLAN OR "SYSTEMS PACKAGE" PLAN THAT PROVIDES COVERAGE FOR THESE SPECIFIC COVERED PRODUCTS AND COVERED SYSTEMS.**

- (3) **[REAL ESTATE PROTECTION PACKAGE – LUXURY PROTECTION]:** When Real Estate Protection Package – Luxury Protection coverage has been purchased as indicated on the Schedule Page, We will cover up to \$3,500 per occurrence, for all systems and appliances per 12-month period, coverage will include the following:

- Coverage includes all that is referenced under the "APPLIANCE PACKAGE" plan.
- Coverage includes all that is referenced under the "SYSTEMS PACKAGE" plan.

**NOT COVERED: ALL EXCLUSIONS LISTED IN THE APPLICABLE "APPLIANCE PACKAGE" PLAN OR "SYSTEMS PACKAGE" PLAN THAT PROVIDES COVERAGE FOR THESE SPECIFIC COVERED PRODUCTS AND COVERED SYSTEMS.**

#### VI. ADDITIONAL COVERAGE OPTIONS:

- **[Boiler:** We will cover up to [\$1,000]. **COVERED:** All mechanical system components and parts. **NOT COVERED:** All other components, including but not limited to: components which are part of the heating system and not part of the boiler, including but not limited to water feeders, thermostats, relays, zone valves, expansion tanks, piping, valves, fittings, external wiring, and additional circulators.]
- **[Central Vacuum System:** We will cover up to [\$1,000]. **COVERED:** All mechanical system components and parts. **NOT COVERED:** All other components, including but not limited to: ductwork – hoses – blockages – accessories.]
- **[Septic System:** We will cover up to [\$1,000]. **COVERED:** sewage ejector pump, jet pump, aerobic pump, septic tank, and line from house. **NOT COVERED:** All other components, including but not limited to: leach lines, field lines, lateral lines, tile fields and leach beds, insufficient capacity, clean out, pumping, sewage backup.]
- **[Freezer (Free-Standing):** We will cover up to [\$1,000] per appliance or system per 12-month period. The [\$1,000] limit includes any costs for access, diagnosis, repair or replacement and installation. **COVERED:** all parts and components that affect the operation of the unit. **NOT COVERED:** All other components, including but not limited to: icemakers, crushers, dispensers and related equipment; internal shell; racks; shelves; glass and/or glass displays; lights; knobs and caps; dials; doors, door handles, door hinges, door seals and gaskets; condensation pans; clogged drains and/or clogged lines; grates; food spoilage; refrigerant and/or disposal and recapture of refrigerant.]
- **[Garage Door Opener:** We will cover up to [\$1,000]. **COVERED:** all mechanical & electrical components including chain, belts, door arm, trolley, control board, motor, gear assembly and sensors. **NOT COVERED:** All other components, including but not limited to: cables, springs, handles, wheels, wheel track, track assembly, doors, hinges, remote transmitters, frequency interference, lights, or exterior mounted keypads.]
- **[Programmable Thermostat:** We will cover up to [\$1,000]. **COVERED:** Electronic or programmable thermostat that works in conjunction with a covered heating system or air conditioning/cooler or built-in wall unit. **NOT COVERED:** all other components.
- **[Swimming Pool and/or Spa:** We will cover up to [\$1,500]. **COVERED:** coverage applies to above ground, accessible working components and parts of the heating, pumping and filtration system as follows: heater, pump, motor, filter timer, blower, timer, valves, limited to back flush, actuator, check, and 2 and 3-way valves, relays and switches, pool sweep motor and pump, above ground plumbing pipes and wiring, except: **NOT COVERED:** All other components, including but not limited to: portable or above ground pools/spas, control panels and electronic boards, lights, liners, filter, gaskets, maintenance, structural defects, solar equipment, jets, ornamental fountains, waterfalls and their pumping

systems, pool cover and related equipment, fill line and fill valve, built-in or detachable cleaning equipment such as - but not limited to - pool sweeps and pop up heads, turbo valves, skimmers, chlorinators, and ionizers, fuel storage tanks, disposable filtration mediums, cracked or corroded casings, grids, cartridges, heat pump, salt water systems.]

- **[Icemaker (In Refrigerator or Stand Alone): We will cover up to [\$1,000]. COVERED:** mold and heater assembly, refill bearing, ice stripper, heating element, microswitch, ejector, wiring harness, ejector motor, mounting module, ejector gear, and lever arm. **NOT COVERED: All other components, including but not limited to: Springs, hinges, liners, baskets, racks, rollers, handles, or shelves.]**
- **[Secondary Refrigerator – not including icemaker: We will cover up to [\$1,000]. COVERED:** condenser, defrost heating element, thermostat, fuse, relay, transformer, motor, compressor, timer, fan control, bearings, pump motor, switches, electrodes, semi-conductors, rectifiers, valves, and electronics circuits. **NOT COVERED: All other components, including but not limited to: Chilled water dispensing and respective equipment, defrost drain tubes, gaskets, seals, doors, icemakers and controls, filters, door handle, food spoilage, media centers, or cosmetic issues such as scratches, dents, or chipping.]**
- **[Well Pump: We will cover up to [\$1,000]. COVERED:** all components and parts of well pump utilized for main dwelling only, except: **NOT COVERED: All other components, including but not limited to: holding or storage tanks, digging, locating pump, pump retrieval, re-drilling of wells, well casings, pressure tanks, pressure switches and gauges, check valve, relief valve, drop pipe, piping or electrical lines leading to or connecting pressure tank and main dwelling including wiring from control box to the pump, booster pumps, well pump and well pump components for geothermal and/or water source heat pumps.]**
- **[Trash Compactor: We will cover up to [\$1,000]. COVERED:** Removable buckets, lock, and key assemblies. **NOT COVERED: All other.]**
- **[Wine Cooler: We will cover up to [\$1,000]. COVERED:** condenser, defrost heating element, thermostat, fuse, relay, transformer, motor, compressor, timer, fan control, bearings, pump motor, switches, electrodes, semi-conductors, rectifiers, valves and electronics circuits. **NOT COVERED: All other components, including but not limited to: kitchen refrigerator, insulation, racks, shelves, lights, beverage dispensers and respective equipment, defrost drain tubes, gaskets, seals, doors, icemakers and controls, filters, door handle, food/beverage spoilage and refrigerant capture, reclaim and disposal, media centers, or cosmetic issues such as scratches, dents, or chipping.]**
- **[Additional Air Conditioning Unit (includes Heat Pumps): (Electric only) We will cover up to [\$1,500].** Coverage is available on residential cooling systems not exceeding a five (5) ton capacity. **COVERED:** condenser, defrost heating element, standard thermostat, fuse, relay, transformer, motors, compressor, pulleys, timer, fan control, bearings, fluid pump, switches, electrodes, semi-conductors, rectifiers, and electronic circuits. **NOT COVERED: All other components, including but not limited to: Ductwork, Gas air conditioning systems, Wi-Fi thermostats, baseboard casings, coils, line driers, portable units, registers, grills, clocks, timers, flues and vents, condenser casings, portable electric air cleaners, filters, humidifiers, service valves, driers, refrigerant, refrigerant line sets, refrigerant reclamation, belts, wiring, wiring harness, circuit breakers, drains, primary and secondary drain pans, drain line stoppages, roof jacks or stands, chilled water systems, unit accessories, improperly sized cooling systems, wall units not ducted when designed to be ducted by the original manufacturer.]**
- **[Ceiling Fans: We will cover up to [\$1,000]. COVERED:** ceiling fan motors and controls (replaced with builders standard). **NOT COVERED: All other components, including but not limited to: Remote transmitter units, light fixtures on ceiling fans, removable attachments, and wall fans.]**
- **[Doorbell System: We will cover up to [\$1,000]. COVERED:** All components and parts, except as noted as Not Covered. **NOT COVERED: All other components, including but not limited to: Any audio/video surveillance systems, intercom systems, or computer/monitors working in conjunction with the doorbell system.]**
- **[Internal Electrical System: We will cover up to [\$1,000]. COVERED:** all interior AC wiring including receptacles, switches, fuses, single and two pole breakers. **NOT COVERED: All other components, including but not limited to: Fixtures; attic or whole house exhaust fans; door bells; intercom systems; alarm systems; central vacuum systems; audio/video/computer wiring or cable; direct current (DC) wiring and systems; exterior wiring and components; telephone wiring; inadequate wiring capacity; power failure/shortage or surge; low voltage systems (including wiring and relays); load control devices; electrical generation systems; solar electrical systems; timers; touch pad assemblies; remote controls or failure caused by circuit overload.]**



- [Internal Plumbing System: We will cover up to [\$1,000]. COVERED: all interior plumbing including angle stops, risers, waste vents, p-traps assemblies, and interior hose bibs. NOT COVERED: All other components, including but not limited to: Fixtures or stoppages, all piping and plumbing outside of the perimeter of the foundation or below the foundation of the home, bath tubs, gas lines, caulking or grouting, toilets and toilet parts, holding and pressure tanks, jet pumps, laundry tubs, lawn sprinkler systems, pressure regulating devices, conditions of excessive or insufficient water pressure, exterior hose bibs, or water supply lines to the refrigerator, sewage backup. We are not responsible for any repair work which must be executed to access interior lines or pipes.]

NOTE: For appliances and systems over ten (10) years old: If the repair is over [\$300] or parts are not available to repair the equipment, a [\$300] replacement allowance will be paid to You. This allowance will increase by [\$50] for each full year Your Agreement is active up to a maximum of [\$500]. Proof of purchase of a new appliance is required to be provided to the Administrator in the form of a purchase receipt within sixty (60) days.

NOTE: For cooling or heating systems over ten (10) years old: If the repair is over [\$600] or parts are not available to repair the equipment, a [\$600] replacement allowance will be paid to You. This allowance will increase by [\$50] for each full year Your Agreement is active up to a maximum of [\$1,000]. Proof of purchase of a new heating or cooling system is required to be provided to the Administrator in the form of a purchase receipt within sixty (60) days.

## VII. TO OBTAIN SERVICE/MAKE A CLAIM:

The submission of a Claim does not automatically mean that the Breakdown of the item or System is covered under this Service Agreement. In order for a Claim to be considered, You must contact the Administrator first for Claim approval.

1. You are required to receive prior approval from Us before service work can be performed under this Agreement. You should notify Us as soon as the problem is discovered. Call the Administrator toll-free (available Monday through Friday, 8am to 5pm Eastern; excluding holidays) at (877) 204-1748 or You may file Your Claim online 24-hours a day/ 7 days a week at [[www.homeassureadmin.com/claims](http://www.homeassureadmin.com/claims)]. Upon authorization of Your Claim, the Administrator will initiate service for approved Claims within 48 hours.

**EMERGENCY REPAIR:** In the event of an Emergency Repair outside normal business hours that involves loss of heating, cooling, plumbing or a substantial loss of electrical service or any other covered condition which renders a dwelling uninhabitable it will be considered a temporary emergency condition. You should take all reasonable steps, including, but not limited to, vacating the premises and contacting the proper authority if necessary and then notify the Administrator of such fact through the use of the toll-free number at (833) 877-2250 or email Administrator with contact and Agreement information at [[support@homeassureadmin.com](mailto:support@homeassureadmin.com)] (available 24 hours a day, 7 days a week, 365 days a year). PLEASE ONLY INITIATE EMERGENCY SERVICE FOR AN "EMERGENCY CLAIM", AS DEFINED IN THIS AGREEMENT. Appliance failure is not considered an emergency. If the determination has been made by Administrator that the failure is covered, We will give the proper authorization to the licensed, bonded and insured service professional You selected to repair or replace covered failures and repairs.

2. The authorized Service Provider will contact You to schedule a mutually convenient appointment during normal business hours. We will determine what repairs constitute an emergency and will make reasonable efforts to expedite emergency service. If You should request Us to perform non-emergency service outside of normal business hours, You will be responsible for payment of additional fees and/or overtime charges.
3. We have the sole and absolute right to select the Service Provider to perform the service; and We will not reimburse for services performed without prior approval.
4. You will pay up to a \$[75] Service Fee per claim or the actual repair cost, whichever is less. The Service Fee is for each visit by Our approved Service Provider and is payable to Our approved Service Provider at the time of each visit. The Service Fee applies to each call dispatched and scheduled, including but not limited to those calls wherein coverage is included, excluded, or denied. The Service Fee also applies in the event You fail to be present at a scheduled time, or in the event You cancel a service call at the time a Service Provider is in route to Your home or at Your home. Failure to pay the Service Fee will result in suspension or cancellation of this Agreement until such time as the proper Service Fee is paid. At that time, coverage may be reinstated; however, the Agreement Term will not be extended.

5. If service work performed under this Agreement should fail, then We will make the necessary repairs without an additional Service Fee for a period of ninety (90) days on parts and thirty (30) days on labor.

In the event the Term of Your Agreement expires during the time of an approved Claim, Your Agreement Term will be automatically extended until such Claim has been fulfilled under the provisions of this Service Agreement.

#### VIII. LIMIT OF COVERAGE LIABILITY AND CONDITIONS:

Our obligation to pay for the repair or replacement of covered appliances, systems or items are subject to the respective limits for each component and will not exceed, in the aggregate, [\$5,000] per [twelve (12) month] period. Once this Term Aggregate Limit has been reached, Our obligations for the current Term are considered fulfilled in their entirety and no further Claims will be considered. **ADDITIONALLY:**

1. We will not pay more than the current market value for any appliance, system or item unless otherwise noted in SECTION V. - APPLIANCE AND SYSTEM COVERAGE PLANS.
2. We have the sole right to determine whether a covered appliance, item, systems or electronic equipment needs to be repaired or replaced. If We decide to replace the covered appliance, item, system or electronic equipment, We are responsible for replacement equipment of similar features, capacity and efficiency, but not for matching dimensions, brand, or color. We are not responsible for like-for-like replacement of appliances if the appliance contains any features that do not contribute to the appliance's primary function including, without limitation, TV's or Radios in Refrigerators.
3. We reserve the right to offer cash settlement in limited circumstances, including but not limited to, unavailability of parts, obsolescence, or similar circumstances when repair or replacement is not feasible. Cash settlements will be based on what We would ordinarily expect to pay for the same part or labor, which may be less than actual retail cost up to the Limit of Coverage Liability.
4. We reserve the right to obtain a second opinion at Our expense.
5. We reserve the right to use qualified Service Providers, select parts to be used, and to restrict certain makes of equipment used to fulfill all or any part of Our obligation under the terms of this Agreement.
6. We reserve the right to rebuild a part or component or replace with a rebuilt part or component. The use of non- original manufacturer parts is permitted under this Agreement.
7. We are not a Service Provider and are not Ourselves undertaking to repair or replace any such appliances, systems or components.
8. In the event that there is any other collectable insurance, service agreement, warranty, or guaranty coverage available to You covering a loss also covered by this Agreement, this Agreement will pay in excess of and not contribute with other insurance, service agreement, warranty or guaranty. We will not pay for parts covered under a manufacturer's warranty.

THIS AGREEMENT SETS OUT THE FULL EXTENT OF OUR RESPONSIBILITIES. NEITHER THE OBLIGOR NOR THE ADMINISTRATOR SHALL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, EXPENSES ARISING OUT OF THIRD PARTY CLAIMS, LOSS OF USE OF THE COVERED PRODUCT, INCONVENIENCE, OR ANY OTHER LOSS), WHETHER OR NOT CAUSED BY OR RESULTING FROM BREACH OF CONTRACT, NEGLIGENCE, OR OTHER WRONGFUL ACT OR OMISSION, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER THE OBLIGOR NOR THE ADMINISTRATOR AUTHORIZE ANY PERSON, ENTITY OR SELLER TO CREATE FOR THEM ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THIS AGREEMENT.

#### IX. EXCLUSIONS – WHAT IS NOT COVERED:

- A. A pre-existing condition known to You ("pre-existing condition" refers to a condition that either: (i) within all reasonable mechanical or electrical probability, relates to the mechanical fitness of the Covered Item/Covered System before the Agreement Effective Date[, or (ii) is determined by Us to be a Breakdown or otherwise covered damage that occurred prior to the expiration of the Agreement's Waiting Period]).
- B. Any Claim for Service to the Covered Item/Covered System that has not received prior approval from the Administrator.
- C. Any appliance or system or part failure that is under a manufacturer's warranty, recall notice and/or service bulletin, or manufacturer's defect nor any appliance or system whose manufacturer warranty has been voided due to a removed manufacturer's model and serial number tag.

- D. Cosmetic and non-operational repairs are not covered (including but not limited to noise, odor, corrosion, clocks/timers, self-cleaning function, or other parts not affecting the core operation of the item, loss of some optional functions, computerized monitoring equipment).
- E. The performance of routine maintenance including the cleaning of coils, clearing drain lines, changing filters, or adding or draining refrigerant for appliances or HVAC units.
- F. Breakdowns, failures, or stoppages due to chemical or sedimentary build up or failure to clean or maintain as specified by the equipment manufacturer.
- G. Missing parts or structural changes.
- H. Any appliance or system deemed or classified by the manufacturer as commercial.
- I. Upgrades, nor for the cost of construction, carpentry, or other modifications made necessary by existing equipment or installing different equipment.
- J. The restoration of wall coverings, floor coverings, tiles, countertops, paint, cabinets, or the like, or the repair of any other cosmetic defects.
- K. Any consequential damages, secondary, indirect, or direct damages, injury or illness including, but not limited to, loss of income, utility bills, additional living expenses, personal or property damage caused by delays, non-availability of parts, failure to service, labor difficulties and other conditions beyond Our control.
- L. The lack of capacity, adequacy, efficiency, design or improper installation of any system, appliance, or electronic equipment.
- M. Any material, parts or labor required as a result of abuse, misuse and/or neglect; lightning strikes; missing parts; animal, pet and/or pest damage; power failure; power surge; fire; casualty; acts of God; structural and/or property damage; flood; smoke; earthquake; freeze damage; accidents; war; acts of terrorism; nuclear explosion, reaction, radiation or radioactive contamination; insurrection; riots; vandalism; or intentional destruction of property.
- N. Any material, parts or labor required for: damage caused by equipment not covered; damage to exterior surfaces; repairs covered by manufacturer's recall, warranty, or other service agreement. This Agreement does not cover accessories such as knobs, buttons, handles, shelves, drawers, racks, inner door liners, etc. nor maintenance items, such as filters.
- O. Failures due to rust or corrosion within the first sixty (60) days from the date of initial Agreement Purchase Date.
- P. Any service or repair associated with hazardous material treatment, removal, or disposal.
- Q. Electronic or computerized home management systems including, but not limited to, energy, lighting, security, appliances, entertainment, comfort, or audio systems.
- R. The diagnosis, repair, removal or remediation of mold, mildew, bio -organic growth, rot or fungus, or any damages resulting from or related to mold, mildew rot or fungus, even if caused by or related to the malfunction, repair or replacement of a covered item.
- S. The disconnection of appliance(s), nor does it cover the cost of hauling away or disposing of the covered product.
- T. Any cost associated with opening or closing walls, floors, or ceilings.
- U. Any costs or fees associated with use of cranes needed to install or remove any equipment located on the roof.
- V. Failures due to an inherent design flaw from the manufacturer.
- W. Sewage backup.
- X. Any loss arising out of the unauthorized access or use of any system, software, hardware, or firmware, or any modification, reprogramming, destruction, or deletion of data or software by any means.
- X. CANCELLATION OF THE AGREEMENT:**  
*You may cancel this Agreement at any time by contacting the Seller or Administrator. NOTICE: The following cancellation provisions apply to the original purchaser of this Agreement only.*
- **[For Annual Term Agreements,** If cancelled within the first thirty (30) days of the Agreement Purchase Date, and no service has been provided, You will receive a full refund of the Agreement Purchase Price paid.  
  
If Your cancellation request is made after thirty (30) days of the initial Agreement Purchase Date, a pro-rata refund will be issued for the unexpired term less any claims paid.]
  - **[For Monthly Term Agreements,** If Your cancellation request is within thirty (30) days of the initial Agreement Purchase Date, You will receive a full refund of the Agreement Purchase Price paid.

**If Your cancellation request is made after thirty (30) days of the initial Agreement Purchase Date, coverage will continue through the end of the current billing period and no refund is provided.]**

**In addition, if cancellation is within the first year of being an active Customer and if any service has been performed, You may be charged the lesser of a [\$75] cancellation fee or the cost of the service provided.**

**WE MAY ONLY CANCEL THIS SERVICE AGREEMENT FOR THE FOLLOWING REASONS:** for non-payment of **Service Agreement** Purchase Price, or for fraud or misrepresentation of facts that are material to the issuance of this **Agreement**. If **We** cancel this **Agreement**, **We** will provide written notice to **You** at least fifteen (15) days prior to the effective date of cancellation. Such notice will be sent to **Your** current address in **Our** file (email or physical address as applicable), with the reason for and effective date of such cancellation. If **We** cancel this **Agreement**, **You** will receive a pro-rata refund based upon the same criteria as outlined above. In the event of cancellation for **Customer** fraud or material misrepresentation, **We** may demand immediate payment of the cost of all services provided to **You**, less any payments made, and no refund will be issued.

**ONCE THIS AGREEMENT IS CANCELLED, YOU WILL BE SUBJECT TO A THIRTY (30) DAY WAITING PERIOD IF YOU WISH TO PURCHASE ANOTHER AGREEMENT.**

**IF THIS AGREEMENT WAS FINANCED (PURCHASED ON A PAYMENT PLAN) BY A FUNDING PARTY, THE FUNDING PARTY SHALL BE ENTITLED TO ANY REFUND(S) RESULTING FROM CANCELLATION OF THIS AGREEMENT FOR ANY REASON, INCLUDING TERMINATION OF THE AGREEMENT FOR NON-PAYMENT BY YOU OR BY SOMEONE AUTHORIZED BY YOU TO PAY THE FUNDING PARTY.**

**XI. FEES and CHARGES:**

- A. If the **Agreement** Purchase Price is not paid by **You** when due, coverage is suspended until payment is received by the **Administrator** or **Obligor**. Service under this **Agreement** may be denied during the period the **Agreement** is suspended. Coverage will be reinstated and begin when payment is received by the **Administrator** or **Obligor**. The **Agreement** Term will not be extended beyond the original **Agreement** Expiration Date. Accounts delinquent more than ten (10) days may be cancelled as provided in the **Section IX – CANCELLATION OF THE AGREEMENT**.
- B. Upon renewal, the **Agreement** Purchase Price and any included limits, fees or charges may be adjusted.

Notice of any price adjustment for monthly term **Agreements** will be given to **You** in writing at least thirty (30) days prior to implementation. **You** may cancel this **Agreement** by giving written notice prior to the **Agreement** Effective Date of an increase.

**XII. TRANSFERABILITY:** This **Agreement** is transferable to a new owner of the **Residence** only, for a one-time \$25 transfer fee. This **Agreement** is non-transferable to any other address or property and is only valid for the original **Residential** Property Address shown in the Schedule Page. To initiate transfer to a new owner of the covered **Residence**, contact the **Administrator** at (877) 204-1748.

**XIII. LAWS, CODES and REGULATIONS:** This **Agreement** does not cover correcting or upgrading any parts, system, appliance, or electronic equipment in order to comply with any federal, state, or local laws, regulations, or ordinances or utility regulations, or to meet changes in efficiency requirements (including but not limited to, heating system efficiency requirements), or to meet current building or zoning codes requirements, or to correct for code violations. This includes any corrections or upgrades at the time of repair, which are required by law, regulation, or ordinance. **We** are not responsible for service when permits cannot be obtained, nor will **We** pay any costs relating to permits.

**XIV. PRIVACY POLICY:** It is **Our** policy to respect the privacy of **Our** customers. For information on **Our** privacy practices, please review **Our** privacy policy at [www.homeassureadmin.com](http://www.homeassureadmin.com).

**XV. INSURANCE:** THIS IS NOT AN INSURANCE POLICY; IT IS A **SERVICE AGREEMENT**. Our obligations under this Agreement are guaranteed by a service contract reimbursement insurance policy issued by Technology Insurance Company, Inc. (the "Insurance Company"), 59 Maiden Lane, 43rd Floor, New York, NY 10038. If a cancellation refund or a covered claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company. Please call 1-866-505-4048 for instructions.

**XVI. Dispute Resolution/Arbitration Agreement and Class Action Waiver:** PLEASE READ THIS DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, INCLUDING THE OPT-OUT PROVISION, CAREFULLY TO UNDERSTAND YOUR RIGHTS. IT REQUIRES THAT CLAIMS (AS DEFINED BELOW) BE RESOLVED SOLELY THROUGH BINDING ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN BY A JURY OR IN A CLASS ACTION.

Arbitration is a method of resolving any Claim without filing a lawsuit. In this Arbitration Agreement and Class Action Waiver (collectively including all of this section of this **Agreement**), **You, We**, and the **Administrator** (the "Parties") are agreeing to submit any and all Claims to binding arbitration on an individual basis for resolution. This Arbitration Agreement and Class Action Waiver sets forth the terms and conditions of our agreement to binding arbitration. The Parties agree that any and all claims, disputes and controversies arising under or related in any way to this **Agreement**, including but not limited to claims related to the underlying transaction giving rise to this **Agreement**, claims related to the sale or fulfillment of this **Agreement**, and claims against any third-party (including the Selling Retailer and/or any of its owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, successors, and assigns) arising under or related in any way to this **Agreement** or the underlying transaction or the sale or fulfillment of this **Agreement** (collectively, "Claims"), shall be resolved by final and binding arbitration. "Claims" shall be given the broadest meaning possible and includes, without limitation, Claims arising under agreement, tort, statute, regulation, rule, ordinance or other rule of law or equity, and Claims against any of Our or the **Administrator's** owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, successors, or assigns. In arbitration, Claims are resolved by an arbitrator and not by a judge or jury. **THE PARTIES, INCLUDING YOU, WAIVE ANY RIGHT TO HAVE CLAIMS DECIDED BY A JUDGE OR JURY.** In addition, except as expressly stated in the Class Action Waiver or otherwise expressly stated herein, the arbitrator shall have exclusive authority to decide all issues related to the enforcement, applicability, scope, validity, and interpretation of this Arbitration Agreement, including but not limited to any unconscionable challenge or any other challenge that the Arbitration Agreement is void, voidable or otherwise invalid. Notwithstanding this agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim, on an individual basis, within the jurisdiction of small claims court. **You** acknowledge **Your** understanding that all Parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any Claims arising under or related in any way to this **Agreement**.

The Parties agree and acknowledge that the transaction evidenced by this **Agreement** affects interstate commerce. The Parties further agree that all issues relating to this Arbitration Agreement and Class Action Waiver, including its enforcement, scope, validity, interpretation, and implementation, will be determined pursuant to federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to this Arbitration Agreement and Class Action Waiver, then the law of the state where **You** purchased the Agreement shall apply, without regards to conflicts of law.

- XVII. CLASS ACTION WAIVER:** All Claims must be brought solely in an individual capacity, and not as a plaintiff or class member in any purported class action, collective action, representative action, mass action, private attorney general action or action on behalf of the general public, or similar proceeding (any such action is referred to herein as a "Class Action"). **NO CLAIM WILL BE ARBITRATED ON A CLASS ACTION BASIS.** The Parties, including **You**, expressly waive any right or ability to bring, assert, maintain, or participate as a class member in any Class Action in court, arbitration, or any other forum, and the right for anyone to do so on **Your** behalf. The arbitrator may not consolidate more than one person or entity's claims and may not otherwise preside over any Class Action. The arbitrator shall not have the authority to combine or aggregate multiple persons' or entities' Claims or discovery, to conduct a Class Action or to make an award to any person or entity not a party to the arbitration. Notwithstanding anything to the contrary, the Parties agree that the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver shall be decided by a court of competent jurisdiction and not by an arbitrator. If this Class Action Waiver is ruled unenforceable or is interpreted to not prevent a Class Action, then the Arbitration Agreement shall be null and void, and any Claims shall proceed in a court of law and not in arbitration. The Parties agree that if an arbitrator renders a decision regarding the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver, or determines that a Class Action may proceed in arbitration, then: (1) the arbitrator has exceeded his powers, pursuant to §10(a)(4) of the FAA, by taking such action; (2) either party may seek immediate review of that decision by a court of competent jurisdiction; and (3) a court of competent jurisdiction shall apply a "de novo" standard of review of that decision if such standard of review is allowed by the common law or statutes of that state. The Parties, including **You**, agree that if for any reason a Claim proceeds to Court, rather than arbitration, (1) the Claim will proceed solely on an individual, non-class, non-representative basis, and (2) no Party may be a class representative or class member or otherwise participate in any Class Action.

The arbitration shall be administered by the American Arbitration Association ("AAA"). The arbitration shall be conducted pursuant to the AAA Consumer Arbitration Rules (the "Code"). Information on AAA and a copy of the Code may be found at the following number and URL: American Arbitration Association, (800) 778-7879,

[www.adr.org](http://www.adr.org). The arbitration will be governed by federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to the arbitration, then the law of the state where **You** purchased the **Agreement** shall apply, without regards to conflicts of law. The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. If **Your** total damage claims (not including attorney's fees) do not exceed \$25,000, then all Claims shall be resolved by the Code's Procedures for the Resolution of Disputes through Document Submission, except that a Party may ask for a hearing, or the arbitrator may decide that a hearing is necessary. If a hearing is held, **You** have a right to attend the arbitration hearing in person, and **You** may choose to have any arbitration hearing held in the county in which **You** live, the closest AAA location to **Your** residence, or via telephone. In the event that the specified arbitration forum is unavailable, the Parties may agree on a substitute arbitration forum. If the Parties cannot agree, a court of competent jurisdiction may appoint a substitute arbitration forum. For information about how to initiate arbitration with the AAA, the Parties may refer to the AAA Code and forms at [www.adr.org](http://www.adr.org) or call (800) 778-7879. If **You** initiate arbitration with AAA, **You** must pay the AAA filing fee in an amount no greater than the fee **You** would have to pay if **You** filed a complaint in federal court. **We** will pay any remaining Costs of arbitration required by the Code ("Arbitration Costs"); however, if the arbitrator determines that any of **Your** claims are frivolous, **You** shall bear all of the Arbitration Costs. If **We** initiate arbitration against **You**, **We** will pay the AAA filing fee and the Arbitration Costs. Each party will pay his/her/its own attorney's fees, as well as costs relating to proof and witnesses, regardless of who prevails, unless applicable law and/or the Code gives a party the right to recover any of those fees from the other party. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court of law or equity rather than in arbitration.

If any portion of this Arbitration Agreement is deemed invalid or unenforceable, all the remaining portions of this Arbitration Agreement shall nevertheless remain valid and enforceable, provided, however, that if any portion of the Class Action Waiver is deemed invalid or unenforceable, then this Arbitration Agreement shall be invalidated and unenforceable in its entirety. In the event of a conflict or inconsistency between this Arbitration Agreement and Class Action Waiver and the other provisions of this **Agreement** or any other agreement, this Arbitration Agreement and Class Action Waiver governs.

**OPT-OUT PROVISION. YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT AND CLASS ACTION WAIVER BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US WITHIN THIRTY (30) DAYS OF THE PURCHASE OF THIS AGREEMENT (THE DATE OF PURCHASE BEING INDICATED ON YOUR SALES ORDER AND RECEIPT FROM THE SELLING RETAILER).** To opt out, **You** must send written notice to either: (1) 6991 E Camelback Road, Suite C309, Scottsdale, AZ 85251, (877-204-1748) or (2) [support@homeassureadmin.com](mailto:support@homeassureadmin.com), with the subject line, "Arbitration Opt Out." **You** must include in **Your** opt out notice: (a) **Your** name and address; (b) the date **You** purchased **Your Agreement**; and (c) the **Seller**. If **You** properly and timely opt out, then all Claims will be resolved in court rather than arbitration.

**NOTICE: THE PURCHASE OF THIS SERVICE AGREEMENT IS NOT MANDATORY AND MAY BE WAIVED.**

**STATE REQUIREMENTS AND DISCLOSURES:**

**Alabama:** **CANCELLATION OF THE AGREEMENT** section is amended as follows: If the **Agreement** is cancelled, **You** shall be entitled to a pro rata refund of the **Agreement** Purchase Price for the unexpired term, less service and a \$25 administrative cost incurred by **Obligor**. If the **Agreement** is cancelled within thirty (30) days of the date the service **Agreement** was mailed or within ten (10) days of delivery if the **Agreement** is delivered at the time of sale and no claims have been made, **You** are entitled a refund of 100% of the premium. A ten percent (10%) penalty per month will be applied to refunds not paid or credited within forty-five (45) days of receipt of returned **Agreement** by Administrator or Obligor.

## PAYMENT PLAN AGREEMENT

The Purchaser hereby agrees to purchase from the Seller, on a time basis, subject to the terms of this Payment Plan Agreement (“Agreement”), a service contract (the “Contract”) offered by the Seller. Purchaser has been given the opportunity to purchase the Contract for cash or to finance it pursuant to this Agreement. In this Agreement the words “you” and “your” shall mean the Purchaser who signs this Agreement. The words “Seller,” “we,” “our” and “us” shall mean the Seller named below, or, upon assignment of this Agreement, the Assignee as defined in the “Assignment” section below.

Purchaser Jane Doe			Seller Trinity Home Advisors		
Address 5601 Democracy Drive Ste 265			Address 5601 Democracy Drive Ste 265		
City PLANO	State TX	Zip 75024	City Plano	State TX	Zip 75024
Phone (999) 999-9999		Email janedoe@abc.com	Phone (833) 554-4245		
Vehicle Year N/A	Vehicle Make N/A	Vehicle Model N/A	Contract Number HAS12345678H	Contract Type Home Warranty	
VIN N/A			Administrator HomeAssure		

### FEDERAL TRUTH IN LENDING DISCLOSURE

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you	<b>Amount Financed</b> The amount of credit provided to you or on your behalf	<b>Total of Payments</b> The amount you will have paid when you have made all scheduled payments	<b>Total Sale Price</b> The total cost of your purchase on credit, including your down payment of \$199.95
<b>%</b>	<b>\$ .00</b>		<b>\$1,099.00</b>	<b>\$1,099.00</b>

### PAYMENT SCHEDULE

Number of Payments	Amount of Each Payment	When Payments Are Due
1	\$1099.00	

<p><b>PREPAYMENT:</b> You may pay all or any part of the unpaid balance on this loan at any time without any penalty.</p> <p><b>OTHER CHARGES (LATE FEE; DISHONORED CHECK FEES):</b> Unless otherwise specified by the applicable laws of the state where you are located, you must pay a late fee on the part of each payment not made within 10 days after the date the payment is due in the amount of \$5. Unless otherwise specified by the applicable laws of the state where you are located, if any payment that you make on this Agreement is returned for any reason, you agree to pay a dishonored check fee of \$20.</p> <p><b>PROMISE TO PAY:</b> You promise to pay the Seller (or its Assignee) in accordance with the terms of this Agreement and the payment schedule shown above the Amount Financed shown on the Federal Truth in Lending Disclosures, plus finance charges accruing on a daily simple interest basis on the unpaid balance at the rate of 0.0% per year from today's</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="background-color: #e0e0e0;">ITEMIZATION OF AMOUNT FINANCED</th> </tr> <tr> <td>Purchase Price 1. \$1,099.00</td> </tr> <tr> <td>Cash Down Payment 2. \$ 0.00</td> </tr> <tr> <td>Unpaid Balance of Purchase Price (1 minus 2) 3. \$ 0.00</td> </tr> <tr> <td>Amounts Paid to Others on Your Behalf 4. \$ 0.00</td> </tr> <tr> <td>Balance of Purchase Price and Other Charges (3 plus 4) 5. \$ 0.00</td> </tr> <tr> <th style="background-color: #e0e0e0;">TOTAL AMOUNT FINANCED</th> </tr> <tr> <td>\$0.00</td> </tr> </table>	ITEMIZATION OF AMOUNT FINANCED	Purchase Price 1. \$1,099.00	Cash Down Payment 2. \$ 0.00	Unpaid Balance of Purchase Price (1 minus 2) 3. \$ 0.00	Amounts Paid to Others on Your Behalf 4. \$ 0.00	Balance of Purchase Price and Other Charges (3 plus 4) 5. \$ 0.00	TOTAL AMOUNT FINANCED	\$0.00
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\$0.00									



date until this Agreement is paid in full, and any other charges or fees you owe according to the terms and conditions of this Agreement.

**ASSIGNMENT:** You may not assign this Agreement or the Contract or any of the benefits and obligations under this Agreement or the Contract, except to Assignee until the Amount Financed has been fully repaid. For value received, the Seller hereby assigns all of its rights, title and interest in this Agreement to WalCo Funding, LLC with its principle place of address at 415 N. LaSalle Drive, Suite 700B, Chicago, IL 60654 (“Assignee”) and you hereby assign to Assignee all of your rights, title and interest in the Contract (but none of the obligations), including the right to collect or receive refunds if the Contract is cancelled for any reason, other than the right to receive amounts due to you in respect of repair claims made under the Contract. Assignee shall be deemed to reassign all of its right, title and interest in the Contract to you on the earlier of the date on which the Amount Financed has been fully repaid or the date on which Assignee has received all refunds with respect to the Contract which Assignee is entitled to receive. This transfer and assignment is acknowledged by Seller and made pursuant to and is subject to any agreement between Seller and Assignee by which Assignee has agreed to accept the transfer and assignment of this Agreement from you and the Contract from Seller. This transfer and assignment is also acknowledged by the Administrator of the Contract.

Purchaser may make the payments due on this Agreement via check, money order, automated clearing house (ACH) debit from a checking or savings account, or major credit cards. If Purchaser fails to select a Payment Option, Purchaser shall be deemed to have selected Payment Option 3.

**PAYMENT OPTIONS:**

**Payment Option 1: Authorization for Credit card Payment**

The Purchaser hereby authorizes Seller (and its Assignee) to make the payments due on this Agreement with consecutive monthly charges to Purchaser’s credit card account listed below, in the amounts and on the dates disclosed in the Payment Schedule shown above, until such time as all amounts owing under this Agreement are paid in full.

xxxxxxxxxxxx 1234

01/2099

Visa

Credit Card Number

Expiration Date  
(MM/YYYY)

Type of Card (MC, Visa, Amex,  
Discover)

I authorize charges to my credit card account for payment of the Amount Financed together with all Other Charges in accordance with this Agreement. In the event that my credit card expires or becomes invalid, I authorize Seller (and its Assignee) to continue to process payments by providing what it reasonably believes to be accurate or corrected billing information. I agree to the foregoing as a convenience and waive any liability against Seller (and its Assignee) in connection with or related to the foregoing.

**Payment Option 2: Authorization for Bank Account Direct Debit**

Purchaser hereby authorizes Seller (and its Assignee) to instruct Purchaser’s financial institution described below to make the payments due under this Agreement, in the amounts and on the dates disclosed under Payment Schedule, from the account listed below, by electronic

automatic debit of Purchaser's checking or savings account. This authority will remain in effect until such time as the all amounts due under this Agreement are paid in full.

Checking  Savings

Name of Financial Institution \_\_\_\_\_

Routing Number (Must be 9  
digits long) \_\_\_\_\_

Account Number \_\_\_\_\_

I authorize charges to my direct deposit account for the payment of the Amount Financed together with all Other Charges in accordance with this Agreement.

**Payment Option 3: Monthly Bill**

The balance due under this Agreement may be paid directly by Purchaser in accordance with the Payment Schedule shown above. Purchaser will receive a monthly bill and shall make payment on or before the Payment Date of each consecutive month until all amounts due under this Agreement are paid in full. Purchaser shall send payments to such address as Seller (and its Assignee) provides to Purchaser.

**SECURITY INTEREST:** You assign, give and grant to Seller (or its Assignee) a security interest in the Contract purchased from the Seller. Please read the Contract for additional information on security interests, non-payment, default, and our right to require repayment of your debt in full before the scheduled maturity date.

**CANCELLATION BY PURCHASER:** Purchaser has the right to cancel the Contract at any time. Purchaser may cancel the Contract by consulting the Contract booklet for the specific steps required for cancellation. **IMPORTANT: Any requests for cancellation should be directed to the Seller or Administrator of the underlying Contract. The Assignee may not cancel the Contract. The Assignee is solely responsible for the billing and collection of monthly payments pursuant to this Agreement. Assignee is not responsible for any liability or obligation related to the payment or denial of claims, refunds to Purchaser, or the Contract itself.**

**CANCELLATION BY SELLER (OR ASSIGNEE):** Subject to applicable state and federal laws, we may declare this Agreement to be in default and cancel this Agreement if: (1) you do not make the full amount of any payment by its scheduled due date; or (2) any event occurs that, in our reasonable judgment, significantly impairs the prospect of your payment or performance of this Agreement. If you are in default on this Agreement, Seller or Assignee is authorized to cancel this Agreement and direct Administrator or Seller to cancel (subject to any notice that may be required by applicable law, if any) Purchaser's Contract. We may also exercise our security interest in the Contract and apply any refunds or credits due to you under the Contract to the amount that you owe us under this Agreement. If we cancel the Contract and this Agreement due to your default, any payment that you make after the effective date of cancellation (or after a notice of cancellation is mailed to you) will **not** result in an automatic reinstatement of the Contract but will be applied to your outstanding obligations, if any, under this Agreement. Neither the acceptance nor the application of any such payments shall constitute an undertaking by Seller to take steps to attempt to reinstate such Contract or constitute a waiver of any event of default hereunder, unless otherwise required by applicable state or federal laws.

**CONTRACT REFUNDS:** Refunds are the sole responsibility of the Seller and/or Administrator. In the event of Contract cancellation either by the Purchase or by the Seller (or Assignee) in accordance to the cancellation provisions above, Purchaser should contact the Seller or Administrator for any refunds for which Purchaser may be entitled.

**SPECIAL PAYMENT ARRANGEMENTS.** In the event of financial hardship, Assignee may, in its sole discretion, defer payments or make other special payment arrangements (collectively, "Deferments") with Purchaser. A Deferment shall not terminate, modify or otherwise affect Purchaser's obligations under this Agreement.

**ADDITIONAL PROVISIONS:** The personal information regarding Purchaser that is provided by Purchaser in connection with this Agreement will not be used or shared with any other party other than for the purpose of the services provided in this Agreement and the Contract and as required or permitted by applicable law. This Agreement sets forth the terms and conditions of the payment

terms agreed to by Purchaser by phone or other electronic means. Purchaser agrees that he/she has had the opportunity to review, accept, and correct any errors contained in this Agreement. Purchaser affirms he/she will further review this Agreement and correct any errors contained herein by contacting Seller (and its Assignee) within thirty (30) days of the date listed below. You agree to notify the Seller of any change in your name or address within ten (10) days of such occurrence.

**WAIVERS, ENTIRE AGREEMENT:** The content and format of this Agreement have been adopted to provide Purchaser with important information in a clear and familiar form, and their use does not imply that any particular federal or state law relating to lending or installment sales is applicable to this Agreement or the transaction it contemplates. Seller's or Assignee's failure to require strict performance of any provision hereof or to exercise any of its rights hereunder, shall not be construed as a waiver of relinquishment of any future rights under such provision, but the provision shall continue and remain in full force and effect. The exercise of any rights or remedies by Seller or Assignee under this Agreement is cumulative and shall not preclude Seller from exercising any other right or remedy it may have hereunder or at law. Each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law. If any provision hereof is held to be unenforceable or invalid under applicable law, the unenforceability or invalidity of such provision shall not impair the validity or enforceability of the remaining provisions hereof. Time is of the essence in this Agreement.

**MANDATORY ARBITRATION: READ THIS PROVISION CAREFULLY AS IT AFFECTS YOUR RIGHT TO A JURY TRIAL.** Purchaser, Seller and Assignee mutually and voluntarily agree to the following (1) Any and all disputes, claims or controversies arising out of or in connection with this Agreement or in any way connected to Purchaser's relationship with Assignee, no matter how described, pleaded or styled, including claims arising in tort and/or contract, shall be decided exclusively and finally by binding arbitration. The arbitration hearing shall be conducted at an AAA approved location nearest to the Purchaser's address; (2) The arbitration shall be conducted before the American Arbitration Association (the "AAA"), pursuant to the AAA Commercial Arbitration Rules, available at [www.adr.org](http://www.adr.org) or upon request. The arbitration shall be conducted by one neutral arbitrator appointed by the AAA. The arbitrator shall have the authority to award any monetary and nonmonetary relief available to either party in an action otherwise prosecuted in court, including injunctive and other provisional relief. Judgment on the arbitration award may be entered by any court of competent jurisdiction. The cost of initiating the arbitration and the arbitrator's compensation (but excluding fees and costs of Purchaser's counsel, if any) shall be paid by Seller or Assignee; (3) This arbitration shall be solely between the parties to this Agreement, and no class arbitration or other representative action may be undertaken by the arbitrator, and the arbitrator shall have no power to consolidate or join claims of other parties or persons who may be similarly situated; (4) The Federal Arbitration Act ("FAA") and related federal law shall govern the interpretation and enforcement of this Paragraph to the fullest extent possible, to the exclusion of all otherwise potentially applicable state law, regardless of the location of the arbitration proceedings or the nature of the disputes or controversies between the parties to this Agreement. The arbitrator shall apply Illinois law consistent with the FAA and related federal law, including applicable statutes of limitations and shall honor claims of privilege recognized at law; (5) With the exception of subpart (3) above, if any part of this arbitration agreement is deemed to be invalid, unenforceable or illegal, then the balance of this arbitration agreement shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein; and (6) Purchaser may elect to opt out of this arbitration provision by sending written notice to Assignee before 5:00 p.m. Eastern Time on the tenth (10th) calendar day after this Agreement is executed, or such notice shall be of no force and effect. Assignee's contact information appears in the Assignment clause above. The foregoing time limit shall be strictly construed. Opting out of this arbitration provision shall not terminate the Agreement or otherwise affect in any way any of the other rights and obligations of the parties hereto under the terms of the Agreement. **Purchaser hereby agrees that they have read and understand the Arbitration Agreement.**

**WAIVER OF CLASS ACTION:** PURCHASER HEREBY WAIVES ANY RIGHT TO BRING ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY MATTER ARISING IN CONNECTION THERWITH ON A CLASS ACTION BASIS.

**APPLICABLE LAW:** The Agreement is governed by and will be subject to applicable federal law and the law of the state where the Seller is located as shown on the front of this Agreement. If any section or provision of this Agreement is not enforceable, the other terms will remain part of this Agreement. You authorize us to correct any clerical error or omissions in this Agreement or in any related document.

**WAIVER OF JURY DEMAND:** PURCHASER HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY WITH REGARD TO THIS AGREEMENT, THE CONTRACT OR ANY OTHER ACTION ARISING IN CONNECTION THEREWITH. SELLER IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING.

**MODIFICATIONS:** This Agreement contains all of the terms of your agreement with us related to the subject matter of this Agreement. Any change to this Agreement must be in writing and we must sign it. No oral changes are binding.

ANY HOLDER OF THIS PAYMENT PLANT AGREEMENT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS AND CONTRACT OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

## SIGNATURE PAGE

**NOTICE TO THE PURCHASER: (1) DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES TO BE FILLED IN. (2) YOU ARE ENTITLED TO AN EXACT AND COMPLETELY FILLED-IN COPY OF THE AGREEMENT WHEN YOU SIGN IT. KEEP IT TO PROTECT YOUR LEGAL RIGHTS. (3) UNDER THE LAW, YOU HAVE THE RIGHT TO PAY OFF THE FULL UNPAID BALANCE DUE UNDER THIS AGREEMENT AT ANY TIME AND WITHOUT PENALTY. IF YOU DESIRE TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE, THE AMOUNT WHICH IS OUTSTANDING WILL BE FURNISHED UPON REQUEST. (4) YOU HAVE THE RIGHT TO CANCEL THE CONTRACT AT ANY TIME. IN DOING SO, YOU MAY OBTAIN A PARTIAL REFUND UNDER CERTAIN CONDITIONS.**

**By signing below or making your first payment pursuant to the Payment Schedule above, you agree that you received a completely filled-in copy of this Agreement and that you are subject to and bound by all of the terms and conditions set forth in this Agreement.**

Jane Doe

\_\_\_\_\_  
Purchaser

Telephone Authorization

\_\_\_\_\_  
Purchaser's Signature

1/1/2024

\_\_\_\_\_  
Date

John Doe

\_\_\_\_\_  
Seller Representative

*John Doe*

\_\_\_\_\_  
Signature

1/1/2024

\_\_\_\_\_  
Date