

**Since
1996**

**FREE Co-pay
Coupon**

**Locally
Owned**



NATIONS

HOME-WARRANTY.COM

REAL ESTATE CONTRACT



888.737.7070

Home-Warranty.com

3530 Forest Lane, Suite 330

Dallas Texas 75234



Welcome

Nations Home Warranty is located in the Dallas/Ft. Worth Metroplex area.

We are headquartered in Dallas, since 1996. When it is hot or cold - we know it! When you make a phone call to Nations Home Warranty, there will always be a *live person* at our end of the telephone line. 90% of calls are answered in 90 seconds or less. We are the only home warranty company that calls to confirm the repairman is coming and calls you after service is performed. *In addition to repairs and replacement we offer:*

SPECIAL SERVICES: NEW: \$65 FREE Co-pay Coupon Service Call for the New Buyer. Valid for six months from the purchase of a Nations Home Warranty Real Estate contract.

Security Systems, Pest Control, Lawn Services, Garage Door Opener Tune-up, Carpet Cleaning, and Utility and Service Connections.

When you call us in Dallas you never have to punch a button –

calls are always answered with a REAL person on the end of the line.



True Customer Service

1. The Homeowner contacts us to order service
2. Talk to a real Customer Care Representative in Dallas - *not in another state or country.*
3. We order your service.
4. We call you back to make sure an appointment is set.
5. After the service we call to make sure the claim was completed.



Choose from these 3 Packages:

Basic ★ Premier ★ Superior

BASIC PACKAGE FOR BUYER **\$395**
BASIC COVERAGE/CONDO/TOWNHOUSE **\$385**
BASIC PACKAGE FOR SELLER **FREE**

- 12 Month Contract
- Air Conditioning/Heat Equipment Semi-Annual Checks
- Air Conditioning Units
- Carpenter Ants
- Carpet Cleaning Service
- Ceiling Fans
- Dishwasher
- Doorbells
- Ductwork
- Electrical System
- Garage Door Opener
- Garage Door Tune-Up
- GFCI Devices
- General Pest
- Exhaust Fans
- Garbage Disposal
- Heating Systems
- Lawn Fertilization
- Lawn Pest Control
- Lawn Fire Ants
- Lawn Weed Control
- Lawn Weed Prevention
- Leak Detection
- Built-in Microwave Oven
- Oven/Range/Cooktop Vent A Hood
- Plumbing Stoppage
- Plumbing System
- Re-Key Service and Reprogramming Garage Door Remote
- R-410A Refrigerant
- Rodent Coverage
- Smoke Detectors
- Sump Pump
- Trash Compactor
- Undetectable Pre-existing Conditions
- Water Heater
- Utility and Service Connections

PREMIER PACKAGE FOR BUYER **\$495**

INCLUDES:

- BASIC Coverage
- Code Violations \$250 (per contract term)
- Permits \$150 (per occurrence) \$500 (per contract term)
- Refrigerant Recovery and Disposal
- Haul Away of replaced equipment \$150 (per occurrence) \$500 (per contract term)
- Mismatched Systems
- Improper Installation
- Crane \$500 (per contract term)

Enhanced Coverage for:

- Plumbing \$600 (per contract term)
- Garage Door Opener
- Trash Compactor
- Air Conditioning
- Dishwasher
- Heating
- Oven/Range/Cooktop/Vent-a-hood
- Built-in Microwave

SUPERIOR PACKAGE FOR BUYER **\$575**

INCLUDES:

- BASIC Coverage
- PREMIER Package
- Washer/Dryer
- Primary Refrigerator with Ice Maker & Dispenser

*** Call for a quote if residence is larger than 5,000 square feet.**



Using the Plan



Welcome to Nations Home Warranty!

We are so happy to serve you with all of your residential service needs. If you speak Spanish our Customer Care Representative can handle that, too.

This residential service agreement, also known as “Home Warranty” is intended to provide protection against the high cost of repairs to your systems and appliances. Nations Home Warranty covers the primary motors in all appliances and equipment and does NOT cover components that do not contribute to the primary function of the appliance or equipment. It is our intention to help you get your repairs done in a timely manner. Because there are Limitations and Exclusions in the contract sometimes you will be responsible to pay costs not covered in the plan. Also, only the specific items in the plan are covered, excluding all others. During those situations, we will work diligently with you to find the best course of action to minimize your out-of-pocket expenses.

Please feel free to call with any questions or concerns, or to order service repairs: **888.737.7070.**

We provide a professional group of insured and licensed independent contractors to do repairs in your home. They are not agents or employees of Nations Home Warranty. They will be there to complete their tasks when these items occur:

- Call us immediately when the problem occurs.
- Your problem or failure is a result of normal “wear and tear.”
- The failure must be located within the main foundation of the home (except for pool, spa, lawn sprinkler, air conditioning equipment, septic, and well pumps).
- You live in a manufactured house, condo or a single family residence less than 5,000 square feet. Call for a quote if the dwelling is larger.
- The failure was in good working order the effective day of this contract.

PLEASE NOTE:

- We choose the service provider
- We do not reimburse for services performed by outside contractors—

SO, PLEASE DON'T CALL YOUR OWN CONTRACTOR!

This is the procedure to follow when you need service: Contact our office. We will contact the service contractor. Service Contractor will call you to set up appointment during normal business days: Monday through Friday 8:00 AM to 5:00 PM (not including holidays or weekends). We are not an emergency service company. If you want quicker service, the assigned contractor will provide you with pricing and availability of a technician. We do not have access to contractor schedules. You will be responsible for the additional fees, including overtime.

In case of emergency, we will attempt to provide service as soon as possible. An emergency would consist of: no electricity, gas, water, or toilet facilities to the entire house; or a situation endangering health or safety.

The wonderful news is that we have a large network of contractors to use to help complete your claim. Your repair will carry a 60 day warranty on parts and 60 day warranty on labor (unless the covered claim specifies a different warranty period). It will be our decision to repair or replace a covered system, appliance or component, and we have the right to send a different contractor for a second opinion. Remember, we will not pay for non-covered work or non-covered costs.

It is very important that you know when you will be responsible for paying a co-pay (just like at your Doctor's office) for service. These co-pays may vary in price. Check your plan. The co-pay is due even if the claim is not covered by this plan.

We may allow you to contact another contractor, to obtain a diagnosis or repair when one is not available. When this situation happens we require:

1. The contractor you hire is qualified, licensed (when necessary HVAC/Plumbing/Electrical) and insured.
2. After the contractor arrives at your home and diagnoses the problem, you must call our office with a diagnosis and the service requirements.
3. If the repair is approved, we will give you an authorization number for the specific service and amount that we have authorized.
4. You will pay the contractor.
5. Send us the invoice and our authorization number for reimbursement.
6. A co-pay amount will be deducted from your check.

We have the option to pay, to you or a service contractor, a cash settlement in lieu of repair or replacement. The cash settlement will always be less than retail cost. The settlement will be a check sent to you. We do not purchase or install equipment. These payments are based on negotiated rates with our service contractors. When new equipment is installed, within 10 days, please send the “green tag” to us (HVAC, Plumbing), by e-mail, mail or fax. When cash in lieu of payment is made, and you decide to purchase used equipment instead of new, we cannot cover it and we cannot be responsible for work performed on the purchased equipment until the manufacturer's warranty has expired. When a system or appliance cannot be repaired, the cash in lieu will be for the part only.

Be sure and contact us for service prior to expiration of this plan. Please share your e-mail address with us. E-mail is the best communication tool to keep us in constant contact with you. We want to know how our service providers are doing and welcome your comments. Plus, we send a newsletter monthly with Home-Tips just for you.

Plans & Co-Pays

DIFFERENT PLANS AND HOW THEY WORK

Contract Terms

Buyer's Coverage: Buyer's coverage begins at close of sale and after the plan fee is paid to us. It continues for twelve (12) months. Optional coverage is available if purchased within the first 30 days after the closing.

Seller's Coverage: BASIC Contract only: Coverage starts when we receive and accept the Listing Agreement, which can be entered by phone, fax, mail, e-mail, or website. A confirmation number will be given on receipt of the application. The listing period is limited to 180 days: this coverage ends after that 180 days, or at close of sale, or at termination of listing, whichever comes first. Seller's coverage is not available with "for sale by owner" transactions. **NOT COVERED: All systems and appliances which fail due to pre-existing conditions, the \$65 free co-pay coupon, and Freon.**

Individual Coverage, not from a Real Estate

transaction: Individual coverage begins when the plan fee is paid to us and continues for twelve (12) months. Optional Coverage is available if purchased in the first 30 days of the contract. Contact us for a quote.

Renewal Coverage: Renewal coverage begins on the anniversary date of the expired coverage, provided that the plan fee has been received by Nations within 30 days of expiration, and continues for twelve (12) months. Optional coverages can be added if purchased within the first 30 days after the renewal date.

New Construction Coverage: Coverage begins the 1st day of the 2nd year after purchase and continues for a three (3) year period.

CO-PAY AMOUNTS AND CONDITIONS

You are responsible to pay the service contractor for co-pay amount. Each trade call is a separate co-pay. Co-pay amount per call is \$65 with the following exceptions: "Eco-friendly" General Pest Treatment \$149; RODENT treatment \$95; In the contract, there are a few alternate treatments available which have larger co-pays. They are noted with the explanation. **Termite inspection \$65. All pest and rodent co-pays are subject to local sales tax.**

The contract holder is responsible for co-pay when:

- 1) The technician arrives at your home and before the diagnosis or the repair.
- 2) A service technician is on the way to your home and you cancel the appointment.
- 3) You are not home and have not cancelled the appointment.
- 4) The service contractor's diagnosis results in a complete or partial denial.
- 5) On a "recall" service claim, a part failure is diagnosed as different from the previous failure.

If payment is not made, your account will be placed on hold, and we will not schedule future claims until any outstanding co-pays have been satisfied.

CANCELLATION, TRANSFER AND RENEWAL

We can cancel the contract: 1) when a listing expires, 2) if the contract holder defrauds or misrepresents information relating to the systems or appliances covered under this plan, 3) When a contract holder refuses to pay the co-payment, 4) if the contract holder is verbally or physically abusive to any of our employees or to a contractor. If the contract is canceled, by us only, the contract holder will be entitled to a pro rata refund of the paid contract fee for the unexpired term less a \$50 administrative fee and any service costs incurred by us. If the covered property changes ownership during the contract term, please call us at 1.888.737.7070 for further information to transfer the coverage to the new owner. This contract may be renewed at our option. Contract holder will be notified of the prevailing rates and terms of renewal. You must contact us to transfer property coverage to new owner.

Carpet Cleaning Service

One time carpet
cleaning per term
of contract for
normal wear
and tear dirt.



Basic Coverage

UNDETECTABLE PRE-EXISTING CONDITIONS: Does not apply to Seller's coverage. We cover equipment if a problem was unknown before you purchased the home. We will repair a failure provided it was not known or could not have been detected by a visual inspection or simple mechanical test. Other than these exceptions, all other limitations and exclusions apply. We do not cover known defects. **You must continue the required normal maintenance (including changing HVAC filters) and proper care of appliances and equipment while the contract is in effect, as specified by the manufacturers.**

HEATING AND AIR CONDITIONING (HVAC):

Heating and Ductwork: Furnaces, heat pumps, and cooling systems up to 5 ton capacity.

INCLUDED: Air handler unit, metering devices, duct breaks (sheet metal, duct board, or flex duct), and builder's standard programmable thermostats.

NOT INCLUDED: Water or steam heating, portable heaters, heat lamps, oil heating, duct vapor barrier, insulation, asbestos insulated ductwork, burner cleaning, diagnosis testing of ductwork, upgraded parts required by a manufacturer, wall heaters and duct separation caused by improper support or settling.

Air Conditioner: INCLUDED: Ducted split systems and packaged systems only, condensing unit, evaporator coil, air handling unit, line dryers, secondary drain pans and lines (if already installed), metering devices (thermal expansion valves), exposed drain and refrigerant lines, air transitions, plenum, circuit breaker, and builder's standard programmable thermostats. We will repair units utilizing R22 refrigerant as long as parts are available; if an R-22 unit cannot be repaired, we will install R-410A equipment, which may increase non-covered costs to you for physical modifications. Optional Construction Modification Package coverage may reduce those non-covered costs.

NOT INCLUDED: Gas air conditioning, chiller systems, evaporative coolers, dampers or components, window units, replacement of parts when unit needs cleaning, condensate line stoppage, wireless thermostat, mini split air conditioning units and cost of refrigerants: refrigerant recovery, refrigerant disposal or refrigerant replacement.

HVAC Check-up: INCLUDED: Semi-annual (2 times per contract: one a/c and one furnace), standard co-pay applies. Additional fees will be charged for more than one unit: check with us for quote. Check-ups can only be used at certain times of the year. You will be advised of those times by postcard and/or email. Or, you can call us to learn when the spring and fall check-ups are available. Check includes: Amp draw, contactors, condensate lines, capacitors, heat operations, thermostat calibration, electrical connections, refrigerant levels, temperature split, heat strips, heat exchangers and carbon monoxide check.

NOT INCLUDED: Filter cleaning or replacement.

Notes:

- Co-pay fee does not cover any additional work beyond the Check.
- Contractor cannot diagnose problem if coils or condensing units are too dirty for system to operate properly: dirty coils or condensing units must be cleaned before diagnosis.

EXTRA ITEMS THAT APPLY - NOT INCLUDED: Registers or grills, modifications to air handler, filter rack, humidifiers, dampers and damper controls, electronic air cleaners, filters, flues, vents, and roof jacks, and non-ducted units.

PLUMBING

Plumbing System, Water Heater, & Stoppages:

- Leak Detection (Limited to water supply lines)
- Leaks or breaks in water, drain, gas, vent or waste lines
- Toilets tanks, wax ring seals
- Angle stops, diverters and pop-ups
- Risers and gate valves
- Built-in bathtub/ Whirlpool motor only
- Valves for shower and tub
- Sump pump permanently installed within the foundation (ground water only)
- Water Heater includes: tank leaks, thermostat, gas valve, drain valve, relief valve, burner and heating element. Coverage is for maximum 50 gallon builder's standard.
- Circulating pump
- Stoppage will be cleared in drain or sewer lines up to 75 feet from access point into foundation, when there is an accessible ground level clean out that reaches the stoppage. Clearing of toilet, sink, bathtubs and showers is included.

NOT INCLUDED: Sewage ejector pump; flanges; tub overflows; leaks or breaks in lines outside of the foundation; flues; vents; fixtures; faucets; hose bibs; shower and tub drains; shower enclosures and base pans; pressure regulators; toilet lid and seat; algae buildup; float switch or defective sensor; any part of a gas fireplace system; Government agency mandates which cause a change in: the size of water heater, or compliance with city/state/Federal or code standards; cost of any construction or modification; dip tube; thermal expansion tank; power vent units; collapsed, damaged, or broken drain vent or sewer lines outside of the main house foundation; access to drain or sewer lines; removal of toilet; locating or installing a ground level cleanout; stoppages as a result of roots or foreign objects; or parts recommended by a manufacturer. Stoppage clean-out warranty is 24 hours.

ELECTRICAL

- Light switches
- Breakers
- Standard voltage receptacles
- Door bells (limited to primary entrance and one button/chime)
- Bathroom built-in exhaust fans without lights
- GFCI Devices
- Ceiling fans

NOT INCLUDED: Carbon monoxide detectors, direct current devices, light kits, remote control devices, or ceiling extensions for ceiling fans; breaker panel or buss bars; intercom, audio, video, computer wiring; alarms (fire or security); fixtures; timers; dimmers; wiring that is not accessible; dead shorts; non-approved wiring connections or junctions; low voltage wiring and associated systems; landscape lighting; attic power ventilators; photocells; power surge, and any item deemed dangerous or obsolete per the National Electric Code.

APPLIANCES

Kitchen Appliances-one of each listed below, all located in Primary Kitchen
Dishwasher: INCLUDED: Upright single door only, pump, motor, fill valve,

Services



gasket, seal, door latch, and control board touch pad.

Garbage Disposal: INCLUDED: All parts and components.

Microwave, Built-in: INCLUDED: Magnetron; touch tone panel.

Oven/Range/Cooktop: INCLUDED: Mechanical components, self cleaning mechanisms and timers (when timer affects the primary function of oven). Combo units and convection microwaves are covered for repair only.

Built-in range hood exhaust fan: INCLUDED: Fan, motor, and controls.

Trash Compactor: INCLUDED: Motor and ram assembly

NOT INCLUDED: Components that do not contribute to the primary function of the appliance or equipment : Cooktop glass, hinges, springs, liners or cavities, vents, flues, clocks, timers, lights, light sockets, filters, switches, dials, buckets, runner guards, pans, handles, knobs, door glass, detachable or removable components, trays, rollers, baskets, racks, shelves, tubs, portable or countertop units, trim kits, air gap, damage caused by foreign objects, damage caused by arcing or fire, infrared broiler, sensi-heat burners, meat probe assemblies, rotisseries, filters, and magnetic induction cooktop. replacement buckets, lock and key assemblies; replacement keys, refrigerator/oven combinations, under-counter refrigerator in a drawer, range hoods longer than 36", telescoping or down-draft exhaust fans.

Garage Door Opener: One unit only:

INCLUDED: Mechanical screw or chain driven motor, and limit switches.

NOT INCLUDED: Hinges, springs, electric eye, garage door adjustment, track assembly, cables, rollers, transmitters, remote controls, damage to automobiles, and exterior touch pads (For each additional unit, an optional coverage must be purchased).

Smoke Detector: INCLUDED: Battery operated and hardwire.

LAWN AND PEST COVERAGE: Lawns not exceeding 10,000 square feet (for larger lawns, call for quote); no area other than lawn, such as flower beds, ground cover, trees; and lawn maintenance. All pest services are subject to local tax.

LAWN TREATMENTS: Fire ant, lawn, and all pest control treatments are performed by technicians who are licensed with the Texas Department of Agriculture/ Pest Control Service.

Lawn Fertilizing (March through September): Application of lawn fertilizer.

NOT INCLUDED: New lawns

Lawn Pest Control: Chinch bugs, Grub worms, and Army worms. Warranty 30 days.

NOT INCLUDED: Any other pests not specified.

Fire Ants in Lawn: Warranty 30 days. Manufacturer's direction is to allow 10 days from date of treatment to see desired results.

NOT INCLUDED: Interior treatment, treatment of other pests.

Pre-emergent Treatment (Weed Prevention): Spring treatment (available January to February) to cover warm weather weeds. Fall treatment (September to October) for cool weather weeds. Warranty 30 days. You must perform normal lawn maintenance.

NOT INCLUDED: Nut Sedge, Dallisgrass, and Poa Annua weeds

Weed Control (March to June): Spot treatment to destroy existing weeds in yard. Weeds continually grow, so each treatment will require new co-pay.

NOT INCLUDED: Nut Sedge, Dallisgrass, and Poa Annua weeds, prevention of new weeds.

PEST TREATMENTS:

Carpenter Ants: INCLUDED: Pre-existing infestation. Treatment warranty for 30 days. **For a \$149 co-pay,** treatment warranty is 90 days.

NOT INCLUDED: Repair to damaged areas, alterations to structure or landscaping that affect the control of Carpenter Ants.

General Pests: INCLUDED: Inside perimeter of the home, for the following insects: American Roaches, Earwigs, Millipedes, Clover Mites, Centipedes, Sow Bugs, House Ants, House Spiders, Firebrats, Silverfish, Ground Beetles, and Pill bugs.

Upon request "Eco-friendly" treatment can be provided. Treatment will be performed with botanical organic products. **Co-pay is \$149 for Eco-friendly**

NOT INCLUDED for both treatments: Bed Bugs, Fleas, Ticks, Bees, Fire Ants, Pharaoh Ants, Fungus, Wood-Boring Beetles, Rodents, Brown Recluse Spiders, Black Widow Spiders, and German Roaches.

Warranty 30 days.

Rodents: INCLUDED: Inspection of perimeter of home for entry points and placement of one bait box in attic. Co-pay \$95

NOT INCLUDED: Repairs to entry points, repair to damaged areas (caused by rodents) or removal of dead rodents.

OTHER SERVICES:

Re-Key of House and Re-Programming of garage door remote control:

INCLUDED: 6 key holes (including deadbolts) and four keys, two remotes maximum.

NOT INCLUDED: Security Locks, re-programming car remote devices or exterior keypads, purchase or installation of new locks or remote devices.

Garage Door Tune-up: INCLUDED: Lubricate moving parts: springs, rollers, hinges, bearings, track, opener rail, opener pulley and opener sprocket; align electric eyes; and minor chain adjustments. If a mechanical failure is discovered, additional service co-pay will be due for the repair.

NOT INCLUDED: Repairs

Carpet Cleaning Service: INCLUDED: One time carpet cleaning per term of contract for normal wear and tear dirt. Three rooms only, covering a maximum of 600 square feet. **NOT INCLUDED: Moving furniture, pre-existing carpet damage, permanent stains (feces, urine or red stains), stair cleaning or stains that require enzyme treatments.**

Utility and Service Connections: Special services: utility accounts, electricity, gas, TV, Wi-Fi, water, security systems, painters, maid, movers and handymen.

MAXIMUM PAYMENT PER ITEM DURING THE TERM OF THE BASIC CONTRACT includes diagnosis as well as repair or replacement

All appliances combined	\$3,000
Ductwork.....	\$500
Ovens.....	\$1,500
Plumbing System-repair of pipe that is covered with concrete or encased	\$1,000
Seller's Coverage	\$1,500
Sump Pump	\$500

Optional Items

OPTIONAL COVERAGE

Additional payment must be made. For BUYERS only in a Real Estate Transaction. Optional coverage must be purchased within thirty (30) days from the start date of the contract.

CONSTRUCTION MODIFICATION PACKAGE \$50: We will pay up to \$500 per contract period for construction modifications costs that may become necessary when replacing old equipment with new equipment.

PREMIER PACKAGE \$495: INCLUDED:

- 1) Code Violation Correction: **We will pay up to \$250 per contract term to correct code violations when affecting repair or replacement.**
- 2) Permits: **We will pay up to \$150 per occurrence up to \$500 maximum per contract term.**
- 3) Refrigerant Recovery and Disposal
- 4) Haul Away of replaced equipment. **We will pay up to \$150 per occurrence up to \$500 maximum per contract term.**
- 5) Mismatched System: We will cover a malfunction of a system that was not matched in size or efficiency prior to the contract term; we will not replace equipment for the purpose of matching systems.
- 6) Improper Installation: We will repair a system that was improperly installed (if possible). But, we will never correct a bad installation.
- 7) Crane: **We will pay up to \$500 per contract period towards cranes or other lifting equipment that are necessary for service to rooftop HVAC units.**
- 8) Plumbing: Cracks or breaks in toilet and tanks that are not cosmetic, faucets and showerheads (both replaced with builder's standard chrome), shower arm, and hose bibs (**\$600 limit per contract period**).
- 9) Garage Door Opener, one unit only, Hinges, springs, and electric eye. **NOT INCLUDED: Garage Door, Door and track adjustments, track assembly, cables, rollers, transmitters, remote controls, damages, and exterior touch pads.**

THE FOLLOWING ITEMS WILL BE COVERED IF THE PARTS ARE AVAILABLE. IF PARTS ARE NOT AVAILABLE, WE ARE NOT RESPONSIBLE FOR REPLACEMENT:

- 10) Built-in Microwave: **One unit only (will not replace microwave if part of a combo unit). Door glass and shelves**
- 11) Trash Compactor: **Removable buckets**
- 12) Air Conditioning: **registers, grills, window units (maximum 12,000 BTU air conditioner only) up to two maximum**
- 13) Dishwasher: **Racks, baskets, rollers**
- 14) Heating: **Registers, grills, heat lamps**
- 15) Oven / Range /Cooktop/ Vent-a-hood: **Racks, dials, knobs**

SUPERIOR PACKAGE \$575: Consists of the Basic Package PLUS the Premier Package PLUS the following: Clothes Washer, Clothes Dryer, Primary Kitchen Refrigerator with Ice Maker and Dispenser.

INDIVIDUAL OPTIONAL COVERAGE ITEMS

Clothes Washer/Clothes Dryer (one set) \$90: INCLUDED: motor, pump, belts, thermostat and heating element. **NOT INCLUDED: Knobs and dials, filters/screens, dispensers, tub or plastic mini-tubs, all-in-one washer/dryer, damage to clothes, touchpads, and Wi-Fi controls.**

Clothes Washer/Clothes Dryer and Refrigerator \$125: INCLUDED: Motor, pump, belts, thermostat, heating element, compressor, evaporator, condenser coil, defrost system, ice maker in freezer compartment one (1) unit only, water dispenser, and integral freezer. Unit must be located within the main foundation of the home. **NOT INCLUDED: Knobs and dials, filters/screens, tub or plastic mini-tubs, all-in-one washer/dryer, damage to clothes, touchpads, and Wi-Fi controls, auger, ice bucket or doors. Components that do not contribute to the primary function are NOT COVERED: wine chillers, filters, racks, shelves, ice crushers, interior thermal shells, freezers which are not an integral part of the refrigerator, coffee makers and water lines.**

Freezer, Free Standing (maximum of 19 cubic feet) \$45:

Unit must be located within the main foundation of the home.

NOT INCLUDED: Filters, racks, shelves, interior thermal shells.

Garage Door Opener \$30: Garage Door Opener, one unit only:

INCLUDED: Mechanical screw or chain driven motor, and limit switches.

NOT INCLUDED: hinges, springs, electric eye, garage door adjustment, track assembly, cables, rollers, transmitters, remote controls, damage to automobiles, and exterior touch pads (For each additional unit, an optional coverage must be purchased).

Guest House \$175: INCLUDED: Coverage same as Basic house except maximum size is 2,000 square feet **NOT INCLUDED: If guest house is over 2,000 square feet, contract holder will be required to purchase a separate Basic contract.**

Lawn Sprinkler System \$100: INCLUDED: Leaks and breaks in PVC lines, standard residential sprinkler heads and shut off valves. Covers properties up to a maximum 1/2 acre. Call us for a quote if more than 1/2 acre.

NOT INCLUDED: Agricultural grade equipment, check valves, substandard materials, wiring not rated U.L. for underground use, back flow prevention devices, hydraulic systems, clocks, timers, control panels, sprinkler heads broken because of abuse, rain sensors, septic sprinkler heads, and adjustment of heads.

Plumbing External Main Line Protection \$75: INCLUDED: Underground pipe leaks located outside the main foundation to the home, including water, gas, and drain lines that service the home.

NOT INCLUDED: Stoppage caused by roots, pipes obstructed by paved surface, rocks, or any landscaping including trees or shrubs, faucets, hose bibs, sprinkler system, swimming pool, or spa pipes, clay pipes, downspouts, french drain, or shut off valve. Nations Home Warranty will restore dirt to "rough finish" only and will not restore paved surface, rock, grass, ground covers, plants or any other landscaping. Maximum payment per term of contract \$1,000.

Pool/Spa Equipment \$190: INCLUDED: Primary equipment of chlorine and salt water pools; above ground and accessible components and parts of the heating, pumping, and filtration system including: filter grids, primary and sweep/cleaner pump and motor, internal workings of basic electromechanical timers, mechanical freeze guards and spa air blower. Additional optional



coverage is required if pool and spa do not share common equipment.

Additional Spa Equipment \$95: Same as mechanical Pool/Spa Coverage, also covers air blower.

NOT INCLUDED: Above ground pools and spas, two speed motors, disposable filtration media, salt/chlorine generators/cells, check valves, spa booster pump, lights, cleaning equipment, computer operated systems or components including computer or heater control boards, motorized valves, in-floor cleaning systems, damage caused by low water level or improper water chemistry, fountains, waterfalls, water purifiers, water level sensor, fill valve or the water line to the fill valve.

Salt Water Pool Equipment \$180 (This option may only be purchased along with the Pool/Spa Equipment option):

INCLUDED: Salt Water cell and primary circuit board. **NOT INCLUDED for all Pool equipment:** Above ground pools and spas, two speed or variable speed motors, disposable filtration media, salt/chlorine generators/cells, check valves, spa booster pump, lights, cleaning equipment, computer operated systems or components including computer or heater control boards, motorized valves, in-floor cleaning systems, damage caused by low water level or improper water chemistry, fountains, waterfalls, water purifiers, water level sensor, fill valve or the water line to the fill valve.

NOT INCLUDED: Any item not listed as covered

Refrigerators: Components that do not contribute to the primary function are **NOT INCLUDED:** Wine chillers, filters, racks, shelves, ice crushers, and interior thermal shells, freezers which are not an integral part of the refrigerator, coffee makers and water lines.

Primary Kitchen \$50: INCLUDED: Compressor, thermostat, evaporator, condenser coil, defrost system, ice maker, in freezer compartment one (1) unit only, water dispenser, and integral freezer.

Unit must be located within the main foundation of the home.

Additional Refrigerator \$50: INCLUDED: Only available when kitchen refrigerator option is purchased. This option does not apply to dual compressor refrigerators. Compressor, thermostat, evaporator, condenser coil, defrost system, and integral freezer.

Unit must be located within the main foundation of the home.

NOT INCLUDED: Ice maker, water dispenser, auger, ice bucket or doors.

SUBTERRANEAN TERMITE TREATMENT \$50:

SPOT \$65 co-pay warranty for 30 days.

PARTIAL TREATMENT: \$200 co-pay (minimum of 10 linear feet), warranty through end of contract period.

Subterranean Termite Inspection: If service technician finds no termite activity, an inspection fee of \$65 is due to the pest company.

NOT INCLUDED: Conductive conditions; repair to damaged areas; Formosan, Drywood, or Dampwood Termites; treatment in instances where there is customer sensitivity, environmental hazard, or access cannot be obtained because of structural design or safety reasons.

Septic System \$75: INCLUDED: Pumping one (1) time per year of one tank if the tank has backup due to stoppage. An inspection certificate must have been completed within 90 days prior to contract start date. **INCLUDED:** Aerobic System: Sewage ejector pump, aerobic pump, or jet pump.

NOT INCLUDED: Pressure switches, level switches, control boxes,

capacitors, relays, broken sewer lines outside the foundation, roots and root blockage, sewer hook-ups, leach lines and beds, chemical treatments, cesspools, lateral lines, sprinkler heads, tile fields, and any other pumps.

Well Pump \$100: INCLUDED: Well pump utilized as the main source of water to the home.

NOT INCLUDED: Booster/Jet Pump unless additional coverage is purchased.

Well Pump and Booster/Jet Pump \$150:

For Well Pump and/or Booster Pump, **NOT INCLUDED:** Well casing, pressure tanks, piping, electrical lines, re-drilling of well, control boxes, pressure switches, capacitors, relays, and access to diagnose or repair system.

Wet Bar Refrigerator \$30: Unit must be located within the main foundation of the home. **INCLUDED:** One unit 7 cubic feet or less, all mechanical parts that affect the operation including compressor, thermostat, evaporator, condenser coil and defrost system.

NOT INCLUDED: Interior thermal shells, icemaker, filters, racks, and shelves.

Wine Cooler \$30: Unit must be located within the main foundation of the home. **INCLUDED:** One unit with 30 bottle max capacity, all mechanical parts that affect the operation including compressor, thermostat, evaporator, condenser coil and defrost system.

NOT INCLUDED: Beverage centers, interior thermal shells, filters, racks, shelves.

MAXIMUM PAYMENT PER OPTIONAL COVERAGE ITEM DURING THE TERM OF THE CONTRACT includes diagnosis as well as repair or replacement

Construction Modification Package.....	\$500
Plumbing External Main Line Protection	\$1,000
Pool/Spa Heater	\$1,500
Primary Refrigerator	\$2,500
Additional Refrigerator	\$1,000
Salt Water Pool	\$1,500
Septic System.....	\$500
Well Pump and/or Booster Pump.....	\$1,500
Wet Bar Refrigerator	\$500
Wine Cooler.....	\$500

Re-Key Service

Included in Basic Package!

- All for One Low Service Fee
 - Up to 6 Keyholes
 - 4 Copies of Key
- Reprogrammable Garage Door Remotes

General Limitations

GENERAL LIMITATIONS

This contract does not cover the following:

- 1) Routine maintenance: You are responsible for maintenance and cleaning as specified by the manufacturer for all items covered in this contract. Any item not properly maintained will not be covered.
- 2) Cosmetic or audible defects if the function of the item is not affected.
- 3) Common equipment when covered property is a duplex or condominium.
- 4) Refrigerant or other requirements, permits, and code corrections to comply with federal, state, local or utility regulations or with building or zoning codes.
- 5) Like-for-like replacement of appliances or systems, such as matching dimensions, brand, color (including stainless steel), features, or functions. We will replace equipment and parts with similar capacity and efficiency. Replacement will be with builder's standard unit cost only.
- 6) Systems or appliances specified by the manufacturer as commercial.
- 7) An appliance or system that is covered by any other service agreement or warranty.
- 8) Systems or appliances that are improperly installed, maintained, repaired or modified.
- 9) Any item working on a three phase electrical system equipment.
- 10) Systems, appliances, piping, or wiring that are improperly sized or lack sufficient capacity.
- 11) Any items related to solar, geothermal, or fire suppression systems including piping, and heat source well pumps.
- 12) Problems caused by cleaning of dirty, clogged coils or blower assemblies.
- 13) Systems or appliances that are mismatched in efficiency or capacity, replacement of equipment for the purpose of matching systems.
- 14) Commercial property or a residence used as a business.
- 15) System or appliance that has had recent attempted repairs by anyone other than our contractor.
- 16) Systems or appliances that are disassembled or have parts missing.
- 17) A malfunction that was caused by misuse, abuse, or damage by people, pests, rodents, pets, or insects.
- 18) Energy management systems
- 19) Systems or appliances for which a manufacturer has issued a recall or declared a deficiency
- 20) Conditions caused by sediment or mineral accumulation or electrolysis.
- 21) Computerized, Wi-Fi, zone controllers or pneumatic controls for any covered item.
- 22) Any work done by non-licensed individuals.
- 23) Repair of a system or appliance which would remain non-compliant with federal or state laws, code requirements, or manufacturers' specifications after repair was completed.
- 24) Repair of a system or appliance which has been deemed unsafe or defective by the Consumer Product Safety Commission.
- 25) Remote controls or items that are remotely controlled via cell phone, electronic pad or computer.
- 26) Variable or multi-speed motors.
- 27) If any system or appliance is missing the manufacturer's ID tag, it will not be covered.

GENERAL EXCLUSIONS:

- A) Our contractors reserve the right to rebuild an appliance clock or timer.
- B) We are not responsible or liable for consequential or secondary damage, loss or bodily injury.
- C) We are not responsible for delay or failure to perform, or accidents that are due to conditions beyond our control, such as: inability to purchase, abnormal weather, tornados, fire, mud, soil or foundation movement, structural damage, masonry work, water damage, flood, electrical failure, smoke, lightning, freezing, earthquakes, theft, storms, accidents, war, riots, vandalism, acts of God, and root damage.
- D) We are not responsible for a service contractor's negligence, delay, inappropriate behavior, or failure to provide service.
- E) We are not responsible for loss of income, food or beverage spoilage, utility bills, additional living expenses, or delays in securing parts.
- F) We are not responsible for injury or damage caused by: mold, mildew, fungus, bacteria, virus, rot, spores, asbestos, lead paint, sewage spills, or any other hazardous or toxic material or chemicals. We will not provide service to areas containing these materials. We are not responsible for abatement, removal, or remediation of these materials.
- G) Any construction or restoration of items such as floor, masonry, cabinets, tile, paint, countertops, marble, wall coverings or similar items.
- H) You must call us for service prior to the expiration of this contract.
 - I) We reserve the right to inspect systems and appliances and to require a home inspection report at any time.
 - J) Nations is not responsible for high or low electrical voltage or high or low water pressure.

FEES:

- 1) You may be charged an additional fee by the repair contractor for:
 - A) Sales tax for new equipment
 - B) Haul away of replaced equipment
 - C) Refrigerant recovery and disposal and replacement.
 - D) Code violation corrections
 - E) Permits
 - F) Cranes to install equipment
 - G) Construction modifications to install new equipment, Improper Installation, repair or modifications
 - H) Relocation of equipment
 - I) Additional manpower or equipment which is required to repair or replace any system or appliance
 - J) Connections to larger equipment
 - K) Access to equipment, in order to make repairs. The contractor will not restore walls, floors, tile, masonry, marble, wall coverings, cabinets, or similar items to their original condition. In some cases, you may be required to provide access.
 - L) Governmental agency mandates or natural catastrophes can cause scarcity of a product, or significant product design changes such as FREON R22, When this happens, the homeowner's "out of pocket costs" will increase.

Upgrade packages provide monetary assistance with many of these fees. Please read the descriptions of these packages: Construction Modification Package, Premier Package, Superior Package and choose the plan for your home. Perfect for older homes that may need a new water heater, air conditioning or furnace.

Nations Extras



CLIENT TESTIMONIALS:

Dear Sharon:

I first of all apologize that it's taken me this long to write & THANK YOU for intervening on Oct 8th when we had our AC go out!

The folks from Gorman were wonderful to work with. Our guy was named Tim - thoroughly knowledgeable & explained everything perfectly. Our new condenser was installed in the AM of the 10th as planned, and when hubby called back in later with concerns that it wasn't cooling efficiently, he made one more trip over to double/triple check everything because, he said, he didn't want us to have any problems with the upcoming weekend!! Too kind, too sweet!!

So, from the bottom of our nicely cooled hearts we thank you for the integrity of your company & the companies you use!

Marilyn & Carl

Three months already? Time really flies when one is having fun unpacking boxes all day, every day. We have been satisfied with our Nations Home Warranty service, the personnel is always courteous, knowledgeable and quick to respond with information. We also appreciate the follow-up calls.

Thank you,

Ellen - Ft. Worth

Dear Sharon:

I want to take this opportunity to thank you for updating me about all my clients. The reason I started using Nations Home Warranty is because of the great customer service. My clients are very happy with your company. I have used many companies, but your is the best. I am one of those agents that I will use you exclusively if my clients are taken care of. Thank you for running such a great company.

Alexandra - Dallas

CARPET CLEANING SERVICE:

INCLUDED: One time carpet cleaning per term of contract for normal wear and tear dirt. Three rooms only, covering a maximum of 600 square feet. **NOT INCLUDED:** Moving furniture, pre-existing carpet damage, permanent stains (feces, urine or red stains), stair cleaning or stains that require enzyme treatments.



\$65 FREE

co-pay Coupon service call for the new Buyer.

Valid for six months from the purchase of a Nations Home Warranty Real Estate contract.



Utility and Service Connections:

Special services: utility accounts, electricity, gas, TV, Wi-Fi, water, security systems, painters, maid, movers and handymen

Application



PROPERTY COVERAGE INFORMATION:

Street _____
City _____ State _____ Zip _____

CHOOSE YOUR PLAN:

Basic Coverage for Family Home, Condo/townhouse
or Mobile Home

Basic Coverages	\$395
Condo	\$385
Sellers Coverage	FREE
New Construction 3 year (Years 2-4)	\$680
Duplex- \$650, Triplex \$1,000, Four-plex- 1,300 (Buyer Only)	\$ _____

Upgrade Packages

Premier Package Upgrade	\$495 _____
Superior Package Upgrade	\$575 _____

Optional Items

Construction Modification Package	\$50 _____
Plumbing External Main Line Protection	\$75 _____
Free Standing Freezer	\$45 _____
Garage Door Opener (each Unit)	\$30 _____
Guest House	\$175 _____
Lawn Sprinkler System	\$100 _____
Pool/Spa Equipment	\$190 _____
Additional Spa Equipment	\$95 _____
Salt Water Pool Equipment	\$180 _____
(Pool/Spa Equipment must be purchased with this)	
Primary Refrigerator with Icemaker and dispenser	\$50 _____
Additional Refrigerator	\$50 _____
Septic System	\$75 _____
Subterranean Termite Coverage	\$50 _____
Washer/Dryer per set	\$90 _____
Washer/dryer/Refrigerator w/Icemaker and Dispenser	\$125 _____
Well Pump	\$100 _____
Well Pump Booster	\$150 _____
Wine Cooler	\$30 _____
Wet Bar Refrigerator	\$30 _____

TOTAL CONTRACT PRICE

\$65 Co-Pay \$ _____

HOME BUYER/SELLER INFORMATION:

Buyer Name _____
Buyer Mailing Address _____
Phone () _____
Seller Name _____
Phone () _____

AGENT INFORMATION:

Initiating Agent Information: Seller's Agent Buyer's Agent

Main Office Phone () _____
RE Company Name _____ City _____
Initiating Agent _____

COOPERATING AGENT INFORMATION:

Main Office Phone () _____
RE Company Name _____ City _____
Cooperating Agent _____

CLOSING COMPANY INFORMATION:

Closing Company Name _____ City _____
Officer _____
Main Office Phone () _____
File # _____ Estimated Close _____

ARBITRATION CLAUSE

All disputes, claims, or controversies between Nations Home Warranty and contract holder relating to this contract or to the two parties' relationship shall be resolved by arbitration, held in Dallas County, and administered by the American Arbitration Association ("AAA") under the AAA Commercial Arbitration Rules. Copies of AAA Rules and forms can be accessed at www.adr.org or by calling 1.800.778.7879.

The arbitrator's decision shall be final, binding, and non-appealable. The parties agree that this provision and this Agreement involve interstate commerce and are governed by the provision of the Federal Arbitration Act.

By entering into this agreement, the parties acknowledge that any claim must be brought in the party's individual capacity and not as a class member in any class action. Furthermore; the parties expressly acknowledge that they are giving up their right to a jury trial.

THIS CONTRACT IS ISSUED BY A RESIDENTIAL SERVICE COMPANY LICENSED BY THE TEXAS REAL ESTATE COMMISSION. COMPLAINTS ABOUT THIS CONTRACT OR COMPANY MAY BE DIRECTED TO THE TEXAS REAL ESTATE COMMISSION AT P.O. BOX 12188, AUSTIN, TX 78711-2188 (512) 936-3049. THE PURCHASE OF A RESIDENTIAL SERVICE CONTRACT OR HOME WARRANTY CONTRACT IS OPTIONAL AND SIMILAR COVERAGE MAY BE PURCHASED FROM OTHER RESIDENTIAL SERVICE COMPANIES OR INSURANCE COMPANIES AUTHORIZED TO CONDUCT BUSINESS IN TEXAS.

NOTICE: 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.

Signature _____ Date _____

Order the Plan or call for Service

To Order by Internet: home-warranty.com

Phone: 888.737.7070

Mail: PO Box 59009 Dallas, TX 75229

Fax: 888.707.7001

Effective date 11.1.2016 (15.0)