

READ ME FIRST!



Liberty Title is an independent title agency. We know we can close your deal securely and on time. To provide you with the best, most secure experience before, during, and after closing, we created Umbrella by Liberty Title.



PROTECT YOURSELF!

Liberty Title has the expertise, financial controls, and security protections to get your deal closed safely, securely, and on time. Not all other title companies have the same capabilities, which is why we are warning you against "split closings."



SPLIT CLOSINGS?

A split closing is the term used when the Buyer and Seller are represented by two different title companies. Split closings have become more common with the loosening of industry regulations on affiliated title companies. Real estate agents and lenders often receive financial compensation for referring business to their affiliated title company. This offers no benefit to the Buyer or Seller. We've actually seen an increase in identity theft, wire fraud, and delayed closings due to split closings.

To learn more about Umbrella by Liberty Title, contact us today at 855-343-8830!

What are the BENEFITS?



Upgraded Owner's Policy.

The Buyer will receive an upgrade to their title policy that covers against future deed fraud, unknown violations of building restrictions, code violations, and other valuable coverages at no cost to either the Buyer or Seller.

Lloyds of London.

LLOYD'S

With our Lloyd's of London Cybersecurity Insurance Policy, the Seller and Buyer are protected against cyber crime (such as wire transfer fraud & malware infections) under the most comprehensive policy available in the industry.



The Gap.

The Buyer and Seller will receive protection during The Gap, which is the time between closing and recording documents. Fraudulent deeds or liens, bankruptcies, and other matters can occur during this vulnerable period. With Umbrella, Liberty Title will cover all matters that occur during The Gap.

Data Privacy Protection.



The Buyer and Seller will receive protection from our top security partners to best protect their financial and identity information. This all-star team includes SafeWire (which provides \$1m guarantee that your transaction is handled safely), Rynoh-Live, Trinet Services, DocuSign, PropLogix's Release Tracking platform, and more!

Learn more at www.libertytitle.com/umbrella



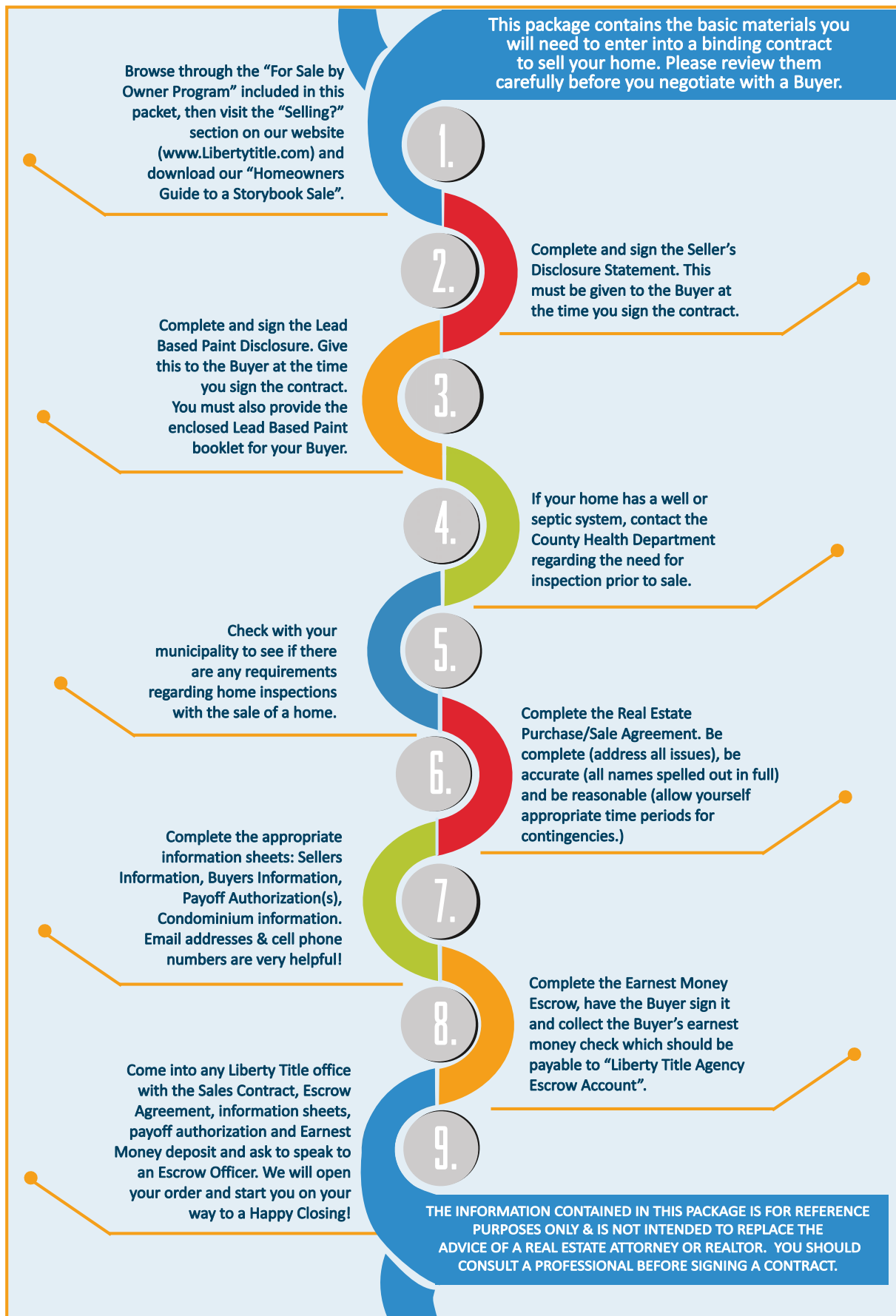
While Federal law provides that, in many circumstances, you cannot require a Buyer to use your title company, you can incentivize the Buyer with the benefits of Umbrella. If the Buyer has requested a "closing cost credit" or concession, you can require the Buyer to use Liberty Title. Just advise them that the credit will be used to pay for their lender's title policy.

9 *For Sale by Owner Safety Tips!*

- 01 Never show your home alone.
- 02 Store all your valuables out of sight.
- 03 If you have guns, store them at a family or friend's house if possible. If not, make sure they are locked and out of sight.
- 04 Get some personal information from the person(s) who want to see your home, such as a name, telephone number and where they work.
- 05 Call the number they gave you and confirm the appointment. this will verify that the information they gave you is correct.
- 06 Put the visitor's personal information in a book or folder. Give this information to a trusted friend for safekeeping.
- 07 Have the person(s) you are showing your house to stay together. Stay with them at all times.
- 08 Try and make arrangements for your kids to go to a friend's house.
- 09 If the house is vacant and you are meeting the person(s) there, don't park your car where it can be blocked in.



We often forget that Realtors® offer safety as well as help when selling our homes. Realtors® usually get personal information on people whom they are showing property to, such as where they live and work. They also tend to have the person(s) meet them at their office so they can all ride in the Realtor's car. They also try to keep people together when showing your home so they do not have to worry about theft. Realtors® usually pre-qualify the people prior to showing them your home so you know that the person(s) looking can actually afford to buy your house.



Seller's Checklist

If you can answer "yes" to most of these questions, it means you may want to act on your own.
If not, we urge you to call your local real estate professional.



Set the right selling price?



Create and place effective advertising?



Groom and improve the property so it will sell for top dollar?



Screen potential buyers?



Protect against undesirable callers?



Extract an offer to purchase?



Negotiate objectively?



Make a "hard close"?



Negotiate financing alternatives?



Protect yourself in escrow?



Arrange sale terms for the best tax effects?



Avoid guarantees to buyer that will obligate you later?



Remain in the house if it should not sell for a long time?



WWW. LIBERTYTITLE .COM

Selling your home? Before you make a move, visit our website! It's filled with tips, tales and tools for anyone selling their home. **WWW.LIBERTYTITLE.COM** can:

01

Help you decide whether or not to use a Realtor®
It's (usually worth it)

02

Guide you through the "for sale by owner" process, if you choose to do it yourself (with tips on how to price your home correctly, which advertising really works, and how to respond to an offer.)

03

Take the mystery out of closings with a Step-by-Step guide to what really happens and why!



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HELPFUL *Websites*

<http://www.forsalebyowner.com>

01

<http://www.owners.com/about/about-us>

02

<http://www.10realty.com>

03

<http://homesbyowner.com>

04

<http://isoldmyhouse.com>

05

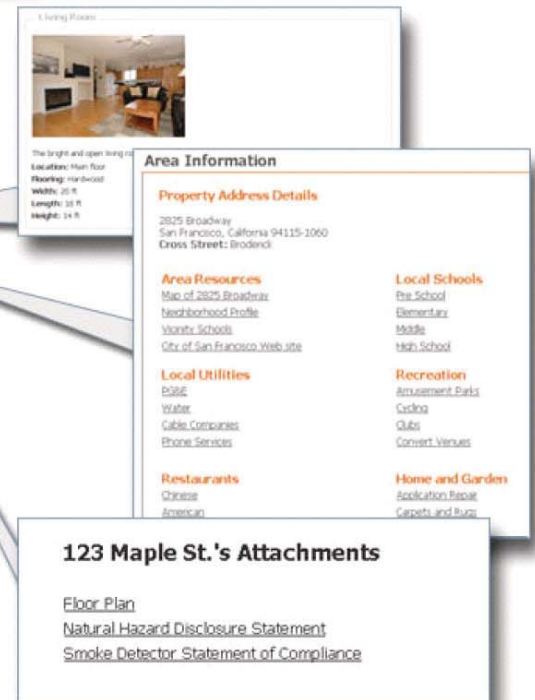
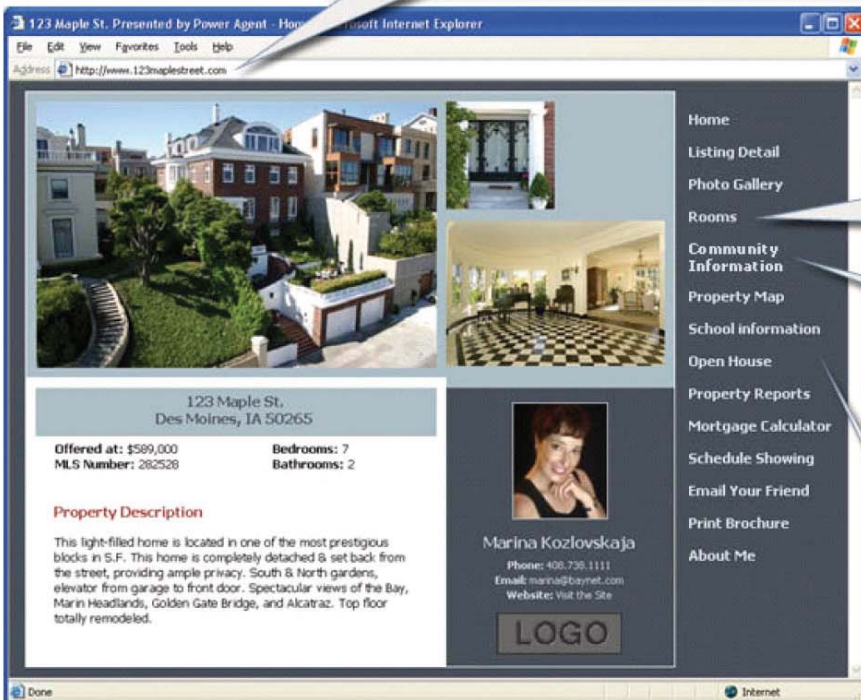
<http://www.buyowner.com>

06

FREE WEBSITE!

WE PROMOTE YOUR PROPERTY
WITH IT'S OWN UNIQUE URL!

<http://www.123MapleStreet.com>



Part of our For Sale By Owner Program includes a FREE Website that features your property! Visit our website to find the Liberty Title Representative closest to YOU!



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PROTECTING PROPERTY RIGHTS SINCE 1974

WWW.LIBERTYTITLE.COM

100% LOCAL: LIVING AND WORKING IN THE COMMUNITIES WE SERVE
855.343.8830



13
mo. WARRANTY

We've Got You Covered

NATIONAL



COVERAGE THAT GIVES YOU REAL-LIFE ASSURANCE.

- Enhanced Seller's Coverage
- No Cap on Refrigerant
- Re-Key Service

BE PREPARED.

Know the difference.

Unlike a homeowners insurance policy that covers rare occurrences such as fire, theft and severe weather damage, a contract with Home Warranty of America (HWA) protects you against life's everyday disasters – the frustrating home system and appliance breakdowns that disrupt your routine and wreak havoc on your monthly budget.



With HWA, you're *prepared* when essential home appliances and mechanical systems fail due to normal wear and tear, and *protected* against the surprisingly high cost to repair or replace them.

Why choose HWA?

Home Warranty of America is a nationwide leader in the home warranty industry with two decades of experience helping homeowners feel confident when buying, selling or just plain living in their homes.

Homeowners and real estate professionals depend on HWA for:

Best-in-Class selection of coverage and payment plans

Customer service 24/7/365

More than 120 items covered

Protection against unknown pre-existing conditions

FREE Seller's Coverage for up to 180 days

13 months of initial coverage

No age restrictions on home

Coverage for townhomes, condominiums and investment properties

Multi-year plans

Add-on options for fully customizable plans

National network of independent qualified service technicians*



ONLY HWA!

GreenPlus Option with
ENERGY STAR®
replacement products

INCLUDED!

Refrigerant

PLUS!

Easy online ordering,
claims and
informational videos!

*HWA is not a contractor, but engages independent qualified service technicians to service homes.

▶ NOT SURPRISED.

Protect your home and your budget.

Appliance and home system breakdowns are bound to happen. When they do, are you covered?

A home warranty from HWA affords you **13 months of repair and replacement coverage for a fraction of the cost of just one major repair.**

Typical repair and replacement costs WITHOUT HWA*

Item	Repair	Replace
Washer	\$220	\$750
Dryer	\$220	\$750
Refrigerator	\$620	\$1,500
Oven	\$200	\$1,200
Dishwasher	\$200	\$650
Heating System	\$465	\$6,500



Real Estate Professionals get VIP treatment at the Concierge Desk

- Toll-free VIP connection to HWA Specialists
- Streamlined response to your inquiries
- Extended hours during peak season

We're here for you 24/7/365.



Our customer service organization is unmatched in the industry. With an average of 20+ years helping customers, rest assured that whether you need to report an emergency, make a claim, or simply ask a question, our customer service experts are ready to help.

Need repair for a covered item?



Home Warranty of America boasts a national network of pre-screened independent service contractors who have the expertise to handle repair requests quickly and professionally.†



REQUESTING SERVICE IS EASY!

- 1** Call 888-492-7359 or visit HWAHomeWarranty.com
- 2** One of our service contractors will contact you to schedule an appointment
- 3** You pay a small trade call fee based on your selected plan

*Based on industry retail rates. Costs may vary in your geographic region. Please review the sample contract for specific terms and conditions.

†HWA is not a contractor, but engages independent qualified service technicians to service homes.

SAMPLE COVERAGE TERMS

SHOULD YOU NEED SERVICE

PLEASE READ THIS CONTRACT CAREFULLY and then place your claim at www.HWAHomeWarranty.com or by calling 1-888-HWA-RELY.

Have your Contract Number, make or model of the Covered Items, and Covered Property's complete street address available. You will pay the Trade Call Fee, stated on Your Coverage Letter, or the actual cost of Services, whichever is less, when the Authorized Repair Technician arrives at your home. Where this Contract requires a Covered Item to be in a certain condition as a prerequisite to coverage, or when a Service Request is made, **HWA reserves the right to request a copy of any visual or mechanical test that may have been performed by a home inspector or other licensed mechanical contractor.**

DEFINITIONS

1. "Authorized Repair Technician" means the service contractor HWA assigns in response to Your request for Service.
2. "Contract" means this service contract between You and HWA, including the Coverage Letter and the Plan Coverage Summary.
3. "Coverage Letter" means the letter attached to this Contract that includes Your specific coverage information.
4. "Coverage Period" means the duration of this contract as identified on the Coverage Letter.
5. "Coverage Period Start Date" means the date listed on the Coverage Letter.
6. "Covered Property" means the address that is eligible for coverage and identified on the Coverage Letter. Covered Property must not be commercial property or residential property converted, in whole or in part, into a business.
7. "Covered Items" means: (i) systems and components as specifically described herein as "Included" and that are located inside the confines of the Covered Property dwelling or garage (well or septic pumps, air conditioners, or pools/spas located at, but not necessarily inside, the Covered Property dwelling or garage are Covered Items); (ii) **are in proper working order on the Coverage Period Start Date**; and (iii) become inoperative due to normal wear and tear, including breakdowns due to insufficient maintenance if, at the time the issue or breakdown, was unknown. Commercial-Grade Equipment and/or non-essential Components are not Covered Items.
8. "Home Owner" means any customer who is not a Home Seller.
9. "Home Seller" means a customer who is selling the Covered Property.
10. "HWA" "We" "Us" or "Company" means Home Warranty of America, Inc."
11. "Service" or "Services" means the diagnosis and performance of the work, including parts and labor, to repair or replace any Covered Item in accordance with the provisions set forth in this Contract.
12. "Trade Call Fee" means an amount due by You for a Service visit by an Authorized Repair Technician as listed on the Coverage Letter.
13. "You" and "Your" and the "Customer" means the person contracting for services covered by this Contract and/or whose name appears on the Coverage Letter.
14. "SEER Standard" mean the then-current U.S. Department of Energy Seasonal Energy Efficiency Ratio (SEER) requirement where the Covered Property is located.

IMPORTANT

THIS IS A CONTRACT FOR REPAIR OR REPLACEMENT OF SPECIFIED APPLIANCES AND HOME SYSTEMS. **THIS IS NOT A CONTRACT FOR INSURANCE.** THE PURCHASE OF COVERAGE IS NOT MANDATORY, AND SIMILAR COVERAGE MAY BE PURCHASED THROUGH ANOTHER RESIDENTIAL SERVICE OR INSURANCE COMPANY. THIS CONTRACT COVERS ONLY COVERED ITEMS AND EXCLUDES ALL OTHERS UNLESS OTHERWISE STATED. SUBJECT TO ALL LIMITATIONS CONTAINED HEREIN, THIS CONTRACT PROVIDES COVERAGE FOR UNKNOWN DEFECTS IF THE DEFECT IS NOT DETECTABLE THROUGH VISUAL INSPECTION OR SIMPLE MECHANICAL TEST, AND THE COVERED ITEMS **ARE IN PROPER WORKING ORDER ON THE COVERAGE PERIOD START DATE.** UNLESS OTHERWISE SPECIFIED, ANY DOLLAR LIMIT MENTIONED IS IN THE AGGREGATE. **HOME WARRANTY OF AMERICA, INC. (HWA) WILL NOT REIMBURSE YOU FOR SERVICES PERFORMED WITHOUT HWA'S PRIOR APPROVAL.**

CUSTOMER SERVICE

1. You must notify HWA as soon as a problem is discovered. HWA will accept service requests 24 hours a day, 7 days a week, 365 days a year. HWA will assign an Authorized Repair Technician within 48 hours. If You request Service outside of Authorized Repair Technicians' normal business hours (i.e. usually 8 AM - 5 PM in your time zone, M-F, subject to change), you will be responsible for any additional fees and/or overtime charges. In emergency situations, HWA will determine what repairs constitute an emergency (generally goods that are essential to health and safety, such as loss of heating, cooling, plumbing or substantial electrical service, and such service renders the home otherwise uninhabitable—and **not** related to a Force Majeure Event), and will make reasonable efforts to expedite emergency service.
2. HWA has the sole right to select the Authorized Repair Technician to perform the Service. **HWA will not reimburse for Services without its prior approval.**
3. You will pay the Trade Call Fee, listed on Your Coverage Letter, or the actual cost of Services, whichever is less, when the Authorized Repair Technician arrives at Your home. The Trade Call Fee is for each visit by an Authorized Repair Technician, except as noted below. The Trade Call Fee applies to **each call** dispatched and scheduled, **including but not limited to those calls wherein coverage is deemed excluded or denied under Your Contract.** The Trade Call Fee is due if you fail to be present at a scheduled time, or in the event you cancel a service call at the time when the Authorized Repair Technician is on the way to Your home, or already at Your home. Failure to pay the Trade Call Fee will result in the suspension of coverage until the proper Trade Call Fee is paid. After the Trade Call Fee is paid, coverage will be reinstated; however, the Coverage Period will not be extended to cover the suspension period.
4. No Services will be performed if the Authorized Repair Technician is prevented from entering the Covered Property due to the presence of animals, insects, unsafe conditions, or if the Covered Item is not easily accessible. In this event, the Trade Call Fee will still be owed.

If Services provided under this Contract should fail, then HWA will provide for the necessary repairs without an additional Trade Call Fee for a period of 90 days on parts and 30 days on labor

COVERAGE TIME, RENEWAL AND PAYMENT

You must report defects or malfunctions to HWA during the Coverage Period of this Contract.

1. Coverage begins on the Coverage Period Start Date and continues until the Coverage Period End Date, as set forth in the Coverage Letter.
2. Optional coverage may be added within 30 days of the Coverage Period Start Date, after which additional optional coverage eligibility is subject to a 30-day waiting period.
3. If the Contract was entered into as part of a real estate transaction, Home Owner's Coverage, as set forth in the Coverage Letter will be suspended until payment is received.
4. Offer for future coverage is at HWA's sole discretion. You will be notified of rates and terms for continuation of coverage 30 days prior to the expiration of the initial Coverage Period End Date.
5. If you elect to renew coverage for an additional one-year period following the expiration of the initial Coverage Period (Renewal Term), you will be automatically renewed for additional one-year periods thereafter, unless you notify HWA in writing thirty (30) days prior to the expiration of the Renewal Term by mail at P.O. Box 850, Lincolnshire, IL 60069 or by email at cancel@hwahomewarranty.com. If You have any questions, You may contact HWA at 1-888-492-7359.
6. You will select Your payment method upon order of this Contract or upon renewal. Payment may be made in monthly installments or in full as indicated in your Coverage Letter. Contracts enrolled in monthly installment payment plans will auto-renew prior to the expiration of the initial Coverage Period and additional renewed Coverage Periods. You agree to make payment and understand and agree such payments will be debited from a pre-authorized credit card or checking account (unless you pay by check), based upon the payment plan You choose. You will not receive a monthly or annual bill. If Your payments are not current, We may refuse to provide Service under this Contract. Except as otherwise specifically stated in this Contract, your payments are non-refundable.



Including a home warranty in your real estate listing may help your home **sell faster and at a higher value.**

HOME OWNER'S COVERAGE

This Section discusses included coverage [indicated by a ✓] for the Covered Property. HWA shows examples of components “not covered” to assist your understanding of this Contract, and examples are not exhaustive. **Your coverage depends upon the Plan you selected and any optional coverages You purchased. Your selected Plan is listed in the Coverage Selection section of Your Coverage Letter. The specific coverages included in that Plan are listed on the Plan Coverage Summary included with Your Coverage Letter. It is also important to review Limits of Liability.** Some coverages listed below may be available as stand-alone optional coverages.

HWA's sole responsibility is to arrange for an Authorized Repair Technician to provide Service in accordance with the terms of this Contract. **HWA IS NOT AN AUTHORIZED REPAIR TECHNICIAN** and will not actually perform the repair or replacement of any systems or components.

HWA's obligation to pay for the repair or replacement of Covered Items is limited to \$5,000 in the aggregate per Covered Item and \$15,000 in the aggregate during the Coverage Period, unless otherwise noted.

STANDARD COVERAGE

The following coverages are included in the Gold Plan.

Kitchen Appliances – One (1) of each kitchen appliance per Covered Property

- ✓ Built-in Microwave
- ✓ Dishwasher (built-in only)
- ✓ Garbage Disposal
- ✓ Range/oven/cooktop (Gas or electric; built-in or free-standing)
- ✓ Trash compactor (built-in only)

NOT COVERED: rollers, seals, problems caused by bones or foreign objects other than food, interior linings, shelves, glass, knobs, Sensi-heat burners, portable range/oven/cooktop, lock and key assemblies, meat probe assemblies

Plumbing System

- ✓ Leaks and breaks of water, drain, gas, waste or vent lines, except if caused by freezing or roots
- ✓ Toilet tanks, bowls and mechanisms (replaced with builder's standard)
- ✓ Toilet wax seal rings
- ✓ Instant hot water dispensers
- ✓ Valves for shower, tub, and diverter angle stops, rinses and gate valves
- ✓ Permanently installed interior sump pumps (used for storm water only)
- ✓ Built-in bathtub whirlpool motor and pump assemblies
- ✓ Stoppages/clogs, including hydro jetting, within 125' of access point
- ✓ Polybutylene piping (**\$1,000 limit per Coverage Period**)
- ✓ Main line stoppages if a ground level clean out is available

NOT COVERED: stoppages and clogs that cannot be cleared by cable or hydro jetting, or that can only be cleared through roof vent, access to drain or sewer lines from vent or removal of water closets and/or toilets, costs to locate, access or install ground level clean out; hose bibs, fixtures, cartridges, bathtubs and showers or their associated faucet or drain mechanisms, sinks, toilet lids and seats, cabling or grouting, whirlpool jets, septic tanks, water softeners, pressure regulators, recirculating pumps, inadequate or excessive water pressure, sewage ejector pumps, re-routing of plumbing lines, holding or storage tanks, saunas or steam rooms, back-up and battery sump pump systems, basket strainers

LIMITATIONS: HWA WILL PAY NO MORE THAN \$1,000 FOR DIAGNOSIS, REPAIR OR REPLACEMENT OF ANY COVERED PLUMBING SYSTEM ITEM. HWA IS NOT RESPONSIBLE FOR COSTS TO ACCESS ANY COVERED ITEM THAT IS CONCRETE ENCASED OR OTHERWISE INACCESSIBLE. HWA WILL PAY NO MORE THAN \$2,000 IN THE AGGREGATE DURING THE COVERAGE PERIOD FOR ANY AND ALL PLUMBING REPAIRS REQUIRED DUE TO RUST.

Water Heater

- ✓ Parts and components of gas, tankless, electric, or oil water heaters, including circulating pumps, except:

NOT COVERED: solar water heaters or components, fuel, holding or storage tanks, noise, energy management systems, flues and vents, problems resulting from sediment, units exceeding 75 gallons, drain lines and drain line components

LIMITATIONS: HWA WILL PAY NO MORE THAN \$1,000 IN THE AGGREGATE DURING THE COVERAGE PERIOD FOR THE REPAIR OR REPLACEMENT OF TANKLESS OR OIL WATER HEATERS.

Electrical System

- ✓ Parts and components, except:

NOT COVERED: fixtures, carbon monoxide alarms, detectors or related systems, intercoms and doorbell systems associated with intercoms, inadequate wiring capacity, solar power systems and panels, direct current (D.C.) wiring or components, attic and whole house fans, damages due to power failure or surge, circuit overload, solar components, energy management systems

LIMITATIONS: HWA WILL PAY NO MORE THAN \$2,000 IN THE AGGREGATE DURING THE COVERAGE PERIOD FOR ANY AND ALL COVERED ELECTRICAL REPAIRS REQUIRED DUE TO RUST.

Ductwork

- ✓ Duct from heating unit to point of attachment at registers or grills

NOT COVERED: registers and grills, insulation, asbestos-insulated ductwork, flues, vents and breaching, ductwork exposed to outside elements, separation due to settlement and/or lack of support, damper motors, electronic, computerized and manual systems management and zone controllers, diagnostic testing of, or locating leaks to, ductwork including but not limited to as required by law, ordinance or regulation, or when required due to the installation or replacement of system equipment

LIMITATIONS: WHEN AUTHORIZED REPAIRS REQUIRE ACCESS TO DUCTWORK, HWA WILL ONLY PROVIDE DIAGNOSIS, REPAIR, SEALING, OR REPLACEMENT TO DUCTWORK THROUGH UNOBSTRUCTED WALLS, CEILINGS OR FLOORS (OBSTRUCTIONS INCLUDE BUT ARE NOT LIMITED TO FLOOR COVERINGS, APPLIANCES, SYSTEMS AND CABINETS). IF THE DUCTWORK IS ACCESSIBLE ONLY THROUGH CONCRETE ENCASED FLOOR, WALL, OR CEILING HWA WILL PAY NO MORE THAN \$1,000 FOR DIAGNOSIS, REPAIR, OR REPLACEMENT OF SUCH DUCTWORK, BUT WILL NOT COVER ANY COSTS AS A RESULT OF, OR DETERMINED BY, DIAGNOSTIC TESTING.

HVAC System Generally (Residential, 5-ton capacity or less)

IF THE MAIN HVAC SYSTEM OF HEAT IN YOUR HOME FUNCTIONS AS BOTH AN A/C UNIT, AND A HEATING SYSTEM, THEN IT IS SUBJECT TO ALL A/C AND ALL HEATING SYSTEM LIMITATIONS LISTED BELOW. HWA's obligation to pay for the repair or replacement of Covered Items is limited to \$5,000 in the aggregate per type of Covered Item. For example, if there are two HVAC units on the Covered Property, HWA's obligation to pay for the repair or replacement of the two HVAC units is \$5,000 total for both, not \$5,000 each.

- ✓ All components and parts of geothermal/water source heat pumps that are located within the foundation of the home or attached garage

Heating System/Furnace (Residential, 5-ton capacity or less)

- ✓ All components and parts necessary for the operation of the system, including heat pumps which heat and cool the home
- ✓ For units below SEER and/or R-22 equipment and when HWA is unable to facilitate repair/replacement of failed items at the current SEER rating or with R-22 equipment, repair/replacement will be performed with SEER/R-410A equipment and/or 7.7 HSPF or high compliant and plenum, indoor electrical and duct connections and air handling transition when requiring SEER or R-410A compatibility changes

NOT COVERED: baseboard casings, oil storage tanks, portable units, solar heating systems, fireplaces, key valves, filters, electronic air cleaners, registers, grills, clocks, timers, heat lamps, fuel storage tanks, vents, humidifiers, gas heat pump systems, outside or underground piping and components for geothermal and/or water source heat pumps, Management Systems (i.e. an energy management system controlled outside of the standard controls, including but not limited to smart phone applications that can interface with your thermostat/HVAC unit; or a built in damper system that can modify airflow to sections of a property), improper use of metering devices, condensate pumps, after market inducer fan motors, pellet stoves, cable heat, wood stoves, solar heating and components

LIMITATIONS: COVERAGE UNDER THIS SECTION IS LIMITED TO THE MAIN HEATING SOURCE NOT TO EXCEED A 5 TON CAPACITY. DURING THE COVERAGE PERIOD, HWA WILL PAY NO MORE THAN \$1,500 PER COVERED SYSTEM AND COMPONENT FOR DIAGNOSIS, ACCESS, AND REPAIR OR REPLACEMENT OF ANY HOT WATER OR STEAM CIRCULATING HEATING SYSTEMS OR GEOTHERMAL/WATER SOURCE HEAT PUMP.

Air Conditioning/Cooling System (Residential, 5-ton capacity or less)

- ✓ All components and parts of ducted electric central air conditioning and ducted electric wall air conditioning
- ✓ For units below SEER and/or R-22 equipment and when HWA is unable to facilitate repair/replacement or failed items at the current SEER rating or with R-22 equipment, repair/replacement will be performed with SEER/R-410A equipment and/or 7.7 HSPF or higher compliant

NOT COVERED: gas-fueled systems, condenser casings, registers and grills, filters, electric air cleaners, window and/or non-ducted wall units, water towers, humidifiers, improperly sized units, chillers and components, all exterior condensing, cooling and pump pads, roof mounts, jacks, stands or supports, condensate pumps, outside or underground piping and components for geothermal and/or water source heat pumps, electronic, Management Systems, mismatched condensing unit and evaporative coil per manufacturer specifications, improper use of metering devices

Doorbells

- ✓ All parts and components, except:

NOT COVERED: door bells associated with intercom systems, video and/or monitors, and battery-operated door bells

Ceiling Fans and Exhaust Fans

- ✓ Motors
- ✓ Bearings
- ✓ Switches
- ✓ Blades
- ✓ Controls

NOT COVERED: Whole house fans, belts, shutters, filters, light fixture

LIMITATIONS: HWA WILL PAY NO MORE THAN \$400 IN THE AGGREGATE DURING THE COVERAGE PERIOD.

Central Vacuum

- ✓ All mechanical system components and parts

NOT COVERED: ductwork, blockages, accessories

LIMITATIONS: HWA WILL PAY NO MORE THAN \$400 IN THE AGGREGATE DURING THE COVERAGE PERIOD FOR DIAGNOSIS AND REPAIR OF EACH VACUUM.

Burglar and Fire Alarm Systems

- ✓ All components and parts

NOT COVERED: any wiring or parts located outside the main confines of the home, batteries, video and/or monitors, sprinkler alarms and systems

LIMITATIONS: HWA WILL PAY NO MORE THAN \$400 IN THE AGGREGATE DURING THE COVERAGE PERIOD FOR DIAGNOSIS AND REPAIR OF EACH BURGLAR AND FIRE ALARM SYSTEM.

Garage Door Opener

- ✓ All components and parts of the garage door opener, except:

NOT COVERED: garage doors, adjustments, Infra-red sensors, chains, tracks, rollers, hinges, and springs

Instant Hot Water Dispenser

- ✓ Parts and components

ADDITIONAL COVERAGE/UPGRADE OPTIONS

The following additional coverages are available at Your option. Your coverage depends upon the Plan and optional coverages you selected. Your selected Plan and any optional coverages are listed on Your Coverage Letter. **The same standard coverage inclusions, exclusions and limitations as Home Owner's Coverage apply to Optional Coverage. Additional Coverage/Upgrade Options are available for Home Owners only, not available to add to Listing Coverage, unless stated as 'Included' under Listing Coverage.**

PREMIUM UPGRADE

Premium Coverage adds certain coverage to the heating, cooling, plumbing, and kitchen appliances that are otherwise excluded. Premium Upgrade includes:

Kitchen Appliances: racks, baskets, rollers, door seals, interior linings, rotisseries, clocks, lighting, handles and knobs, and removable buckets

Plumbing: Fixtures and cartridges, faucets, shower heads and shower arms (replaced with chrome builders' standard), interior hose bibs, toilets of similar quality (**\$500 limit on toilets**)

Water Heater: problems resulting from sediment

Heating System: filters

Air Conditioning/Cooling System: Filters, costs related to refrigerant recapture, and window units

Garage Door Opener: remote receiving/transmitting devices, hinges and springs

ORANGEPLUS UPGRADE

OrangePlus Coverage adds certain coverage to Standard coverages that are otherwise excluded. OrangePlus offers the following upgrades:

- ✓ Increases toilet replacement of similar quality up to \$600 in the aggregate
- ✓ Building code violations up to \$250 in the aggregate
- ✓ Building permits up to \$250 per occurrence
- ✓ Increases professional series appliances to \$2,500 for each eligible appliance
- ✓ Removal of all defective equipment that is replaced by HWA under the terms of this Contract
- ✓ Coverage of systems with mismatched components, and improperly installed systems

LIMITATIONS: HWA WILL PAY NO MORE THAN \$750 IN THE AGGREGATE DURING THE COVERAGE PERIOD FOR ANY IMPROPERLY MISMATCHED AND/OR UNKNOWN IMPROPER INSTALLATION. HWA WILL REPAIR OR REPLACE ANY COVERED ITEM THAT FAILS OR IS IDENTIFIED DUE TO AN ASSOCIATED FAILURE THAT WAS NOT PROPERLY MATCHED IN SIZE OR EFFICIENCY, AND/OR IMPROPERLY INSTALLED, PROVIDED THAT IT WAS UNKNOWN OR COULD NOT BE KNOWN TO THE HOME SELLER, HOME OWNER, REAL ESTATE OR OTHER AGENT BY A VISUAL INSPECTION OR SIMPLE MECHANICAL TEST PRIOR TO THE COVERAGE PERIOD START DATE. IF A SERVICE REQUEST IS MADE PURSUANT TO THIS CONTRACT OPTION, HWA RESERVES THE RIGHT TO REQUEST A COPY OF ANY VISUAL OR MECHANICAL TEST THAT MAY HAVE BEEN PERFORMED BY A HOME INSPECTOR OR OTHER LICENSED MECHANICAL CONTRACTOR.

EXCLUSION: CODE VIOLATIONS FOR ITEMS NOT LOCATED ON THE COVERED PROPERTY.

GREENPLUS UPGRADE

- ✓ If a dishwasher, refrigerator, clothes washer, heating system (limited to gas furnace), or water heater breaks down and it cannot be repaired, HWA will replace as follows:
 - The dishwasher, refrigerator and clothes washer will be replaced with an ENERGY STAR® Qualified product (subject to availability), including a unit with all other similar features as the existing one
 - The heating system will be replaced with a 90 percent efficiency model
 - The water heater will be replaced with a tankless water heater

LIMITATIONS: HWA WILL PAY NO MORE THAN \$1,500 FOR UPGRADE REPLACEMENT OF TANKLESS WATER HEATERS AND WILL ONLY PAY UPON PROOF OF REPLACEMENT. RECEIPT FOR REPLACEMENT MUST BE PROVIDED TO HWA WITHIN THE COVERAGE PERIOD. NO COSTS FOR MODIFICATIONS OR ALTERATIONS WILL BE PAID FOR A HEATING SYSTEM.

SEER/R-410A MODIFICATIONS UPGRADE

- ✓ Modifications or upgrades to valve line sets, evaporator coils, stands, plumbing
- ✓ Additional costs associated with evacuating and cleaning the system of all R-22 refrigerant and crane charges required for completion of install of the evaporator coil

NOT COVERED: permits, cleaning, disposal or ductwork testing/sealing

LIMITATIONS: HWA WILL PAY NO MORE THAN \$1,000 IN THE AGGREGATE DURING THE COVERAGE PERIOD FOR THE ABOVE COVERAGES ONLY IN THE EVENT GOVERNMENT REGULATIONS PREVENT HWA FROM REPAIRING OR REPLACING A COVERED AIR CONDITIONING SYSTEM, OR HEATING SYSTEM, WITH ONE OF SIMILAR EFFICIENCY OR CAPACITY AND HWA PROVIDES AN UPGRADED UNIT PURSUANT TO THIS CONTRACT.

Kitchen Refrigerator with Ice Maker

- ✓ Parts and components
- ✓ Integral freezer unit

NOT COVERED: racks, shelves, ice crushers, water and ice dispensers and their respective equipment, water lines and valve to ice maker, mini fridges, wine coolers, interior thermal shells, freezers which are not an integral part of the refrigerator, food spoilage, door seals, lighting, handles, units moved out of the kitchen, audio/visual components, and internet connection equipment



HWA Premium Coverage offers coverage on 30+ items not typically covered by other home warranty contracts!

Washer/Dryer Package

- ✓ Parts and components of the clothes washer
- ✓ Parts and components of the clothes dryer

NOT COVERED: plastic mini-tubs, soap dispensers, filter screens, knobs and dials, door seals, venting, and lint screens

Re-Key Services

- ✓ Re-key up to six (6) locks (including deadbolts) inside main confines of the home or garage—attached or unattached—with up to four (4) new keys

NOT COVERED: repair or replacement of doors, door handles, knobs, or locks

Telephone Line

- ✓ Parts and labor costs for repairs of all fittings, splitters, outlets and other passive equipment for inside telephone wire and telephone jacks, inside cable wire and cable outlets, and inside internet wire and internet connections

NOT COVERED: Structured Wiring Panels, recreational vehicle wiring, outside drop wiring, installation of new jacks, installation of additional wire beyond that which is required to be repaired to reestablish the functions of the Covered Items, and running additional wire through the walls

LIMITATIONS: COVERAGE IS ONLY AVAILABLE FOR COVERED PROPERTIES WITH AN ELECTRICAL SERVICE ENTRANCE RATED AT OR BELOW 400 AMPS.

Stand Alone Appliances

- ✓ For each additional stand-alone refrigerator or freezer, all components and parts, including integral freezer unit

NOT COVERED: ice crushers, water lines and valve to ice maker, mini fridges, wine coolers, interior thermal shells, food spoilage, door seals, handles, units moved out of the kitchen

LIMITATIONS: HWA will pay no more than \$1000 in the aggregate during the Coverage Period for repair or replacement of a Stand-Alone Freezer.

Pool and/or Spa Equipment (in-ground or built into a patio deck)

- ✓ All above ground components and parts of the heater, pump, filter, pool sweep motor, and timer
 - Both pool and spa are covered (including exterior hot tub and whirlpool) if they utilize common equipment
 - One pool or spa if the common equipment is not utilized (unless an additional coverage fee is paid)

NOT COVERED: lights, liners, electrical, plumbing or gas lines, structural defects, solar equipment, jets, fuel storage tanks, control boards, switches, panels, or any cleaning equipment, ornamental fountains and similar equipment, pool cover and related equipment, booster pump, disposable filtration medium, water chemistry control equipment, fill line, fill valves, valve actuators, turbo valves, pop-up heads and similar components

LIMITATIONS: HWA WILL PAY NO MORE THAN \$1,000 IN THE AGGREGATE DURING THE COVERAGE PERIOD.

Salt Water Pool Equipment

- ✓ Pool/Spa Equipment Coverage (see this coverage for more details)
- ✓ Circuit board and salt cell of salt water pool

NOT COVERED: Salt

LIMITATIONS: HWA WILL PAY NO MORE THAN \$1,500 IN THE AGGREGATE DURING THE COVERAGE PERIOD.

External Water Line Repair (may be added within 30 days of Coverage Period Start Date)

- ✓ Coverage begins 30 days after Contract Start Date or the date this coverage was added.
- ✓ Leaks or breaks due to normal wear and tear of portion of the water service line that You own between the utility's point of responsibility or from Your well pump discharge line (excluding casement/pitless adapter) up to the inlet side of the water meter or shut-off valve of the Covered Property, up to a maximum **aggregate limit of \$5,000 each Coverage Period. This limit includes the cost of any permits required to perform services under this Contract.**
- ✓ If original parts are unavailable or more costly, COMPATIBLE, AFTERMARKET, SUBSTITUTE, REMANUFACTURED, OR RECYCLED PARTS MAY BE USED FOR THE REPAIRS.

- ✓ If a public sidewalk or street is required to be cut or excavated to conduct the repairs, HWA will cover the costs to repair such section of the public sidewalk or street, up to a maximum **aggregate limit of \$5,000 each Coverage Period.**
- ✓ Landscape restoration up to a maximum **aggregate limit of \$500 each Coverage Period** to address any remedial action You undertake to fix landscaping damaged by the repairs, but only if You provide HWA proper documentation of such expenses during the Coverage Period.

NOT COVERED: relocating any water meter at the time of repair, unless required by applicable law, external water lines not owned by You, clogs or blockage of Your external water line, pressure switches, meter vaults, shared or branch lines, storage or pressure tanks, main shut-off valves that are not leaking, moving any section of Your external water line unless necessary to complete a covered repair, removal of debris or obstacles needed to access and repair Your external waterline, repairs required by any local, state, or federal agency inspection, unless otherwise covered by this Contract, updates to non-leaking portion of Your external water line to meet requirements of applicable law, movement or repair of buried wells at above ground, well equipment or well-related components, repairing private paved, asphalt and/or concrete surfaces or structures, costs associated with opening and closing any portion of the Covered Property's foundation or slab to access Your external water line, and thawing any frozen section of the external water line.

External Sewer and Septic Line Repair (may be added within 30 days of Coverage Period Start Date)

- ✓ Coverage begins 30 days after Contract Start Date or the date this coverage was added.
- ✓ Leaks, blocks or breaks due to normal wear and tear or tree roots of the portion of the dew service line You own from the utility's point of responsibility or from Your septic tank to the point where Your sewer or septic tank enters the Covered Property at the foundation, up to a maximum **aggregate limit of \$5,000 each Coverage Period** (this limit includes the cost of any permits required to perform services under this Contract), **so long as the external sewer or septic line is in proper working order on the Coverage Period Start Date.**
- ✓ If original parts are unavailable or more costly, COMPATIBLE, AFTERMARKET, SUBSTITUTE, REMANUFACTURED, OR RECYCLED PARTS MAY BE USED FOR THE REPAIRS.
- ✓ If a public sidewalk or street is required to be cut or excavated to conduct the repairs, HWA will cover the costs to repair such section of the public sidewalk or street, up to a maximum **aggregate limit of \$5,000 each Coverage Period.**
- ✓ Landscape restoration up to a maximum **aggregate limit of \$500 each Coverage Period** to address any remedial action You undertake to fix landscaping damaged by the repairs, but only if You provide to HWA during the Coverage Period proper documentation of such expenses.

NOT COVERED: external sewer or septic line not connected to a public sewer system or Your septic tank, common waste branch lines, external sewer or septic line not owned by You or damage related to the backup of sewers and drains caused by main sewer lines, devices connected to Your external sewer or septic line, moving any section of Your external sewer or septic line unless necessary to complete a covered repair, removal of items necessary to access your external sewer or septic line, such as debris or obstacles, non-conforming drain line, such as basement or storm drain systems, connected to Your external sewer or septic line, repairs required by any local, state, or federal agency inspection, unless otherwise covered by this Contract, updates to non-leaking portion or any free-flowing section of Your external sewer or septic line to meet requirements of applicable law, interior pipes, private paved, asphalt and/or concrete surfaces or structures, and thawing any frozen section of Your external sewer or septic line.

Septic System (per tank)/Sewer Ejector Pump/Septic Tank Pumping

- ✓ Aerobic pump
- ✓ Jet pump
- ✓ Sewage ejector pump
- ✓ Septic tank and line from house to tank
- ✓ If a stoppage is due to a septic tank back up, then HWA will pump the septic tank one time during the Coverage Period of the plan

NOT COVERED: tile fields and leach beds, leach lines, lateral lines, insufficient capacity, cleanout, and seepage pits, the cost of gaining or finding access to the septic tank, the cost of sewer hook ups, disposal of waste, chemical treatments, tanks, leach lines, cesspools, and mechanical pumps/systems

LIMITATIONS: HWA WILL PAY NO MORE THAN \$500 IN THE AGGREGATE DURING THE COVERAGE PERIOD. SEPTIC TANK PUMPING COVERAGE CAN ONLY BECOME EFFECTIVE IF A SEPTIC CERTIFICATION WAS COMPLETED WITHIN NINETY (90) DAYS PRIOR TO CLOSE OF SALE. HWA MAY REQUIRE A COPY OF THE CERTIFICATION PRIOR TO SERVICE.

Well Pump

- ✓ All components and parts of well pump utilized for main dwelling only

NOT COVERED: well casings, pressure tanks or switches, hoisting or removal, piping or electrical lines leading to or connecting pressure tank and main dwelling, holding or storage tanks, and re-drilling of wells

LIMITATIONS: HWA WILL PAY NO MORE THAN \$1,500 IN THE AGGREGATE DURING THE COVERAGE PERIOD.

LISTING COVERAGE

Coverage Period for Listing Coverage for the property listed by Home Seller starts on the Coverage Period Start Date and continues until the earliest to occur of the following: (i) the sale of the Covered Property; (ii) the expiration or cancellation of the listing of the Covered Property; or (iii) 180 days from the Coverage Period Start Date (the "Listing Period", including any extension thereof). HWA, in its sole discretion, may extend Home Seller's Listing Coverage after expiration of the initial 180-day Coverage Period.

LISTING COVERAGE ELIGIBILITY:

- Listing Coverage is only available if property is listed with a licensed real estate professional and the listing property is either owner occupied or vacant at the time the initial order for coverage is placed.
- Listing Coverage is not available to an owner of investment and/or rental properties or for a property within a multiple unit of 5 or more dwellings.

BASIC LISTING COVERAGE

The following coverages are available to Home Sellers. **The same standard coverage inclusions, exclusions, and limitation as Home Owner's Coverage apply to Listing Coverage.**

- | | |
|-------------------------------------|-------------------------------------|
| ✓ Kitchen Refrigerator w/ Ice Maker | ✓ Doorbells |
| ✓ Washer/Dryer | ✓ Ceiling & Exhaust Fans |
| ✓ <u>Kitchen Appliances</u> | ✓ Central Vacuum |
| ✓ Dishwasher | ✓ Burglar & Fire Alarms |
| ✓ Built-In Microwave | ✓ Garage Door Opener |
| ✓ Range/Oven/Cooktop | ✓ Plumbing System |
| ✓ Trash Compactor | ✓ Water Heater (including tankless) |
| ✓ Garbage Disposal | ✓ Electrical System |
| ✓ Instant Hot Water Dispenser | |

OPTIONAL LISTING COVERAGE

Optional coverage for HVAC units must be added or removed within 24 hours of Coverage Start Date. If Optional Listing Coverage is added, it cannot be cancelled in the event a claim has been filed.

For Home Sellers, the following coverage is included if listed on the Coverage Letter. The same standard coverage inclusions, exclusions, and limitation as Home Owner's Coverage apply to Listing Coverage.

- ✓ Heating System
- ✓ Air Conditioning / Cooling System
- ✓ Ductwork

LISTING COVERAGE LIMITS OF LIABILITY & EXCLUSIONS:

The following Listing Coverage limits of liability and exclusions are in addition to those limits of liability and exclusions found in the Limits of Liability and Exclusions sections of this Contract.

1. **System Replacement.** During the Listing Period, and for the first 30 days of the Home Owner's Coverage Period, HWA is not liable for replacement of entire systems or appliances due to obsolete, discontinuation, or unavailability of one or more integral parts. However, HWA will provide reimbursement for the costs of those parts determined by reasonable allowance for the fair value of similar parts.
2. **Pre-Existing Conditions.** During the Listing Period, HWA will not pay for the repair or replacement of any Covered Items if they are inoperable as a result of preexisting conditions, deficiencies, insufficient maintenance, and/or defects.

3. LIMITATIONS: HWA'S OBLIGATION UNDER LISTING COVERAGE IS LIMITED TO \$1,500 IN THE AGGREGATE DURING THE COVERAGE PERIOD, SUBJECT TO THE FURTHER LIMITATIONS SET FORTH HEREIN.

ALTERNATIVE DWELLINGS

The Covered Property must be a single-family home, townhome, or condominium (including manufactured housing, which must be anchored to a permanent foundation and not moved during the duration of this Contract) under 5,000 square feet, unless: (i) an alternative dwelling type—i.e. 5,000 square feet or more, new construction, or multiple units—is applied for by phoning 1-888-HWA-RELY; and (ii) such alternative dwelling type is approved by HWA as a Covered Property. Guest houses, mother-in-law units, and other structures ("Guest Unit"), subject to HWA's review and approval, are covered if the appropriate fee is paid for additional coverage to the Guest Unit. Please contact HWA, with details regarding the size and number of appliances in the Guest Unit, for a quote.

If this Contract is for a duplex, triplex, or fourplex dwelling, for coverage to apply to common systems and appliances, then every unit within such dwelling unit **must be covered** by an HWA contract with applicable optional coverage.

If this Contract is for a property within a multiple unit of 5 or more dwellings, then only items contained within the confines of each individual property are covered. **Common systems and appliances are excluded.**

LIMITS OF LIABILITY

1. **Delays.** Problems cannot always be diagnosed and repaired on the first Service visit. HWA is not liable for losses or damages resulting from misdiagnosis or delays in completing diagnosis or repairs.
2. **Model/Serial Numbers.** HWA is not responsible for repair or replacement of a system or appliance lacking a visible Model or Serial Number.
3. **Obstructed Items.** HWA is not responsible for providing access to, or closing access from, any Covered Item which is concrete-encased or otherwise obstructed or inaccessible (including but not limited to beneath crawl spaces, floor coverings, systems, cabinets, etc.).
4. **Opened Walls/Ceilings.** If it is necessary to open walls or ceilings to make repairs, HWA will close the opening, provided the walls and/or ceilings were not damaged by water prior to the Authorized Repair Technician beginning its Services or repairs, and return to a rough finish condition, subject to the monetary limits in this Contract. HWA is not responsible for the restoration of wall coverings, floor coverings, plaster, cabinets, countertops, tiling, paint, or other surfaces. Similarly, HWA is not responsible for the repair of any cosmetic defects or performance of routine maintenance.
5. **Hazardous Materials.** HWA will have no liability for the removal of, failure to detect, or contamination of any asbestos, radon gas, mold, or other hazardous products or materials as a result of failure to detect any asbestos, radon gas, mold, or other hazardous products or materials.
6. **Consequential Damages.** HWA is not responsible for consequential or secondary damages. This includes, but is not limited to, repair of conditions caused by any of the following: chemical or sedimentary build up, insect infestation, mold, mildew or bacterial manifestations, misuse or abuse, theft or vandalism, failure to clean or maintain as specified by the equipment manufacturer, missing parts, structural changes, fire, freezing, electrical failure or surge, water damage, intentional acts, riot, lightning, mud, earthquake, soil movement or settlement, storms, accidents, pest damage, Force Majeure events (as defined below), failure due to excessive water pressure, or any other perils not considered loss or damage due to normal wear and tear.
7. **Force Majeure.**
 - a. This warranty is not insurance, but covers "normal wear and tear." Plans do not cover any damage to Your home or home system caused by or as a direct or indirect result of a Force Majeure Event, including but not limited to, acts of God, fire, war, flood, earthquake, hurricanes, tornadoes, and other natural disasters, acts of terrorism, acts of any governmental authorities, accidents, strikes, labor troubles, shortages in supply, changes in laws, rules, or regulations of any governmental authority, and any other cause beyond HWA's reasonable control.



With our GreenPlus Option, replace covered systems and appliances with an ENERGY STAR® qualified product!

- b. When a Force Majeure Event occurs, HWA will make commercially reasonable efforts to fulfill its obligations under this Contract. Force Majeure Events may result in delays or HWA's inability to perform under this Contract. If HWA is unable to perform its obligations, in whole or in part, due to a Force Majeure Event, then HWA's obligations shall be suspended to the extent made necessary by such Force Majeure Event, and in no event shall HWA be liable to You for its failure to fulfill its obligations for damages caused by any Force Majeure Event.
8. **Loss of Use Damages.** HWA IS NOT LIABLE FOR INDIRECT, CONSEQUENTIAL, OR ECONOMIC DAMAGES FOR LOSS OR DAMAGES TO ANY PERSON OR PROPERTY ARISING FROM THE LOSS OF USE OR THE INABILITY TO USE ANY COVERED ITEMS OR PROPERTY TO THE EXTENT SUCH MAY BE DISCLAIMED BY LAW, AND YOU EXPRESSLY WAIVE THE RIGHT TO ALL SUCH DAMAGES.
9. **Repairs/Replacements.** HWA has the sole right to determine whether any Covered Item will be repaired or replaced. Parts and replacements will be of similar or equivalent quality and efficiency to those being replaced, subject to all other provisions of this Contract. Where replacement equipment of identical dimensions is not readily available, HWA is responsible for providing installation of similar quality equipment but NOT for the cost of construction or carpentry made necessary by different dimensions. HWA is not responsible for upgrading or matching color or brand. During the first 30 days of the Home Owner's Coverage Period, HWA is not liable for replacement of entire systems or appliances due to obsolete, discontinuation, or unavailability of one or more integral parts. However, HWA will provide reimbursement for the costs of those parts determined by reasonable allowance for the fair market value of similar parts.
10. **Commercial Grade Equipment.** HWA is not liable for the repair or replacement of commercial grade equipment, systems, or appliances. HWA will pay no more than \$1,500 in the aggregate (or \$2,500 when coverage includes OrangePlus) during the Coverage Period for the repair or replacement of professional series or similar appliances, including, but not limited to brand names such as Sub-Zero, Viking, Bosch, JENN-AIR, GE Monogram, Thermador, subject to all other provisions, limitations, and exclusions in this Contract.
11. **Routine Maintenance.** HWA is not liable for normal or routine maintenance. You are responsible for performing normal and routine maintenance and cleaning pursuant to the manufacturer's specifications.
12. **Warranted Products.** HWA will not be responsible for repairs of systems or components arising from a manufacturer's defect or recall. HWA's responsibilities will be secondary to any other extended or in-home warranties that exist for the covered systems, components, and appliances.
13. **Haul Away.** HWA is not responsible for removal and hauling away of old equipment or appliances, unless OrangePlus coverage has been purchased. Where available, You may choose to pay an additional fee directly to the Authorized Repair Technician for removal and/or disposal of an old system, component or appliance.
14. **Cash Option.** HWA reserves the right to offer cash back in lieu of repair or replacement in the amount of HWA's actual cost for the repair or replacement services and equipment necessary to effectuate the repair and/or replacement, which may be less than the retail price, to repair or replace any Covered Item.
15. **Authorized Repair Technician.** Customer understands and agrees that HWA is not a contractor. HWA will not be the Authorized Repair Technician and HWA will not perform the Services under this Contract. HWA engages third party contractors to service homes under the Contract. HWA will subcontract with Authorized Repair Technicians that meet HWA's standards. **You understand and agree that HWA: (i) is not liable for the negligence, omissions, or other conduct of the Authorized Repair Technician; and (ii) is not an insurer of the Authorized Repair Technician's performance.**
16. **Second Opinions.** HWA reserves the right to require a second opinion, which HWA will obtain at its own cost.
17. **Remedies.** You understand and agree that Your sole remedy under this Contract is the recovery of the cost of the covered repair or replacement, whichever is less. You understand and agree that, in no event, will HWA's liability exceed \$5,000 per Covered Item or \$15,000 in the aggregate during the Coverage Period.

EXCLUSIONS

The following exclusions are in addition to the items listed as "NOT COVERED" in the Coverage sections of this Contract. **Where this Contract requires an Item to be in a certain condition as a prerequisite to coverage, or when a Service Request is made, HWA reserves the right to request a copy of any visual or mechanical test that may have been performed by a home inspector or other licensed mechanical contractor.**

1. **Management Systems.** Electronic or computerized energy management or lighting and appliance management systems are excluded from coverage.
2. **Non-essential Components.** Items not required for Covered Items to function, which may include but is not limited to: accessories, clocks, timers, racks, baskets, lights, shelves, meat probe assemblies, rotisseries, removable buckets, audio/visual components, internet connectivity devices, remote control devices, freezers or dispensers which are not an integral part of a refrigerator, lock and key assemblies.
3. **Hazardous Substances.** Services do not include the identification, detection, abatement, encapsulation, or removal of asbestos, radon gas, mold, or other hazardous substances, and **HWA has no obligation to arrange for, and will have no liability for, the removal of the hazardous substance(s).** If any hazardous materials are encountered while performing the Services, the Authorized Repair Technician has no obligation to continue the work until the hazardous materials are abated, encapsulated, or removed, or it is determined that no hazard exists. The Authorized Repair Technician will comply with U.S. Environmental Protection Agency regulations regarding lead paint. This may require an extension of time to complete the work.
4. **Excluded Repairs.** HWA is not liable for repairs related to adequacy or capacity of Covered Items in the Covered Property; improper installation, design, or previous repair of Covered Items not completed under this Contract; or problems or failures caused by a manufacturer's defect. Unless the optional coverage for such is purchased, HWA is not responsible for providing upgrades, components, parts or equipment required due to the incompatibility of the existing equipment with the replacement system, appliance or component/part, including but not limited to SEER standard, R-410A and/or 7.7 HSPF or higher compliant, as well as any other efficiency required by federal, state, or local governments.
5. **Common Systems and Appliances.** Except as otherwise provided in the Alternative Dwellings section, common systems and appliances are excluded.
6. **Building and Zoning Code Requirements/Violations.** You understand and agree that HWA will not contract for: (i) services to meet current building and zoning code requirements or to correct for code violations (except when optional coverage is purchased and as set forth above); and (ii) services when permits cannot be obtained. You further understand and agree that HWA will not pay for the costs to obtain permits (except when optional coverage is purchased and as set forth above).

TRANSFER OF CONTRACT

If Your Covered Property is sold during the term of this Contract, You may transfer this Contract to the new owner by notifying HWA by phoning 1-888-HWA-RELY. You must inform HWA of the change of ownership and provide the name, email address, and phone number of the new owner. A copy of the Contract is available upon request. You may not otherwise assign this Contract without HWA's prior written consent.

HWA may assign this Contract, in whole or in part, without Your consent, to the fullest extent allowed by law. You understand and agree that, in the event of such an assignment, HWA will have no further obligation to You.

CANCELLATION

Obligations of the provider under this Contract are backed only by the full faith and credit of HWA and are not guaranteed under a reimbursement insurance policy.

You may cancel this Contract at any time. If You cancel within the first 30 days of the Coverage Period, and no Service Request has been made, then you are entitled to a full refund of the cost of this Contract, less a cancellation fee of the lesser of \$30 or 10% of the Contract Fee. You may not transfer the right to cancel the Contract to another person within the first 30 days of the effective date of this Contract.

HWA cannot cancel this Contract, except for: (i) nonpayment of Contract Fees; or (ii) fraud or misrepresentation of facts material to the issuance of this Contract; or (iii) in the event a Contract Holder threatens acts of violence or bodily harm that would pose risk or harm to HWA or an Authorized Repair Technician.

If HWA cancels this Contract, or You cancel after the first 30 days of the Coverage Period, You will be entitled to a pro rata refund of the Contract Fee You paid for the unexpired term, less an administrative fee of the lesser of \$30 or 10% of the Contract Fee, **and any actual service costs incurred by HWA.** If Listing Coverage is cancelled after service has been performed, and the Contract Fee has not yet been paid, You will be responsible for purchase of the Contract, or reimbursement to HWA of services incurred, whichever is less.

RESOLUTION OF DISPUTES

1. **This provision constitutes an agreement to resolve any disputes, claims or controversies under this Contract through good faith negotiation.** Either party may initiate negotiations by providing written notice to the other party which lists the subject of the dispute and the relief requested. The parties will respond to any notices and requests in a timely and complete manner.
2. The parties agree that if a dispute cannot be resolved, trial courts within the county where the Covered Property is located will have exclusive jurisdiction to try the dispute. **WITHOUT REGARD TO CONFLICTS OF LAW ANALYSIS, ANY OBJECTIONS AS TO JURISDICTION OR VENUE IN SUCH COURT ARE EXPRESSLY WAIVED.**
3. **BOTH PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATIONS, ADMINISTRATION, PERFORMANCE, OR ENFORCEMENT HEREOF.**
4. Unless otherwise required by the laws of the state where the Covered Property is located, this Contract will be governed, construed and enforced in accordance with the laws of the state of Texas without regard to principles of conflicts of law.
5. Any legal or judicial proceeding commenced by or on behalf of You under this Contract (including the assertion by you of any counterclaim) will take place on an individual basis. Class actions, collective actions, and other similar representative proceedings of any kind or nature (whether pursued through the courts, through arbitration, or through any other judicial forum) are not permitted. **BY ENTERING INTO THIS CONTRACT YOU UNDERSTAND AND AGREE THAT YOU MAY BRING CLAIMS AGAINST HWA OR ITS AFFILIATES ONLY IN YOUR INDIVIDUAL CAPACITY, AND WAIVE ANY RIGHT TO BRING CLAIMS AGAINST HWA OR ITS AFFILIATES AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, OR OTHER REPRESENTATIVE PROCEEDING.**
6. Any failure by HWA to assert a right or enforce a requirement under this Contract shall not be deemed a waiver of that or any other right or requirement and shall not preclude HWA from asserting any right or enforcing the requirement at any time.

PERSONALLY IDENTIFIABLE INFORMATION

For purposes of this Section only, "HWA," "We," "Us," and "Our" also include any Related Company. A "Related Company" includes, without limitation, any current or future franchisor, franchisee, licensee, parent company, subsidiary, third party, or affiliate of the brands (including Direct Energy) that We operate under. Personally Identifiable Information (PII) includes any information that You have shared with Us, that We have collected about you during the Coverage Period, and/or We collected in the course of providing services to You, that may be used to specifically identify or contact You, such as Your name, mailing address, email address, phone number, or fax number.

By being a Customer under this Contract, using Our products and services, or by submitting Your PII to Us, You are consenting to the terms of this notice and Our privacy policy located at www.HWAHomeWarranty.com/privacy. If You would like to limit Our use of Your PII, You may request so in writing at Direct Energy/Home Warranty of America, 12 Greenway Plaza, Ste. 250, Houston, TX 77046, Attn: Privacy Officer, c/o Compliance Department or by email at privacy@directenergy.com.

CONTRACT TERMS

HWA will provide You with written notification of any material changes to this Contract 30 days in advance of the implementation of such changes. You may not receive a notice when the changes are favorable to You or when changes are mandated by a regulatory agency. After notice of a material change, You may terminate this Contract by providing written notice within the 30-day period prior to the effective date of the change. If you do not respond prior to the expiration of the 30-day period, you will be deemed to have accepted the change.



STATE SPECIFIC PROVISIONS & NOTICES

Iowa Residents – The issuer of this Contract is subject to regulation by the insurance division of the Department of Commerce of the State of Iowa. Complaints which are not settled by the issue may be sent to the insurance division.

Massachusetts Residents – In addition to Your cancellation rights listed above, You may cancel this Contract within 20 days of the date this Contract was mailed to You or within 10 days of delivery if this Contract is delivered to You at the time of sale or within a longer time period permitted under this Contract. If You have not received any Service, You are entitled to a full refund of the amount paid by You under this Contract. A 10% penalty per month must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this Contract.

Minnesota Residents – In addition to Your cancellation rights listed above, You may cancel this Contract within 20 days of the date this Contract was mailed to You or within 10 days of delivery if this Contract is delivered to You at the time of sale or within a longer time period permitted under this Contract. If You have not received any Service, You are entitled to a full refund of the amount paid by You under this Contract. A 10% penalty per month must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this Contract.

New Hampshire Residents – In the event you do not receive satisfaction under this Contract, you may contact the New Hampshire Insurance Department at 21 South Fruit St. Suite 14, Concord, New Hampshire, 03301 or by calling 800-852-3416.

New York Residents – In addition to Your cancellation rights listed above, You may cancel this Contract within 20 days of the date this Contract was mailed to You or within 10 days of delivery if this Contract is delivered to You at the time of sale or within a longer time period permitted under this Contract. If You have not received any Service, you are entitled to a full refund of the amount paid by You under this Contract. A 10% penalty per month must be added to a refund that is not paid or credited to You within 30 days after the cancellation of this Contract.

North Carolina Residents – The purchase of this Contract is not required either to purchase or to obtain financing for a home appliance.

Oklahoma Residents – This Contract is not issued by the manufacturer or wholesale company marketing the product. This Contract will not be honored by such manufacturer or wholesale company. Coverage afforded under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association. Home Warranty of America, Inc. is both the obligor and administrator.

South Carolina Residents – In addition to Your cancellation rights listed above, You may cancel this Contract within 20 days of the date this Contract was mailed to You or within 10 days of delivery if this Contract is delivered to You at the time of sale or within a longer time period permitted under this Contract. If You have not received any Service, You are entitled to a full refund of the amount paid by You under this Contract. A 10% penalty per month must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this Contract.

Vermont Residents – In addition to Your cancellation rights listed above, You may cancel this Contract within 20 days of receipt of this Contract if You have not received any Service for a full refund of the amount paid by You under this Contract.

Virginia Residents – In addition to Your cancellation rights listed above, You may cancel this Contract within 20 days of the date this Contract was mailed to You or within 10 days of delivery if this Contract is delivered to You at the time of sale or within a longer time period permitted under this Contract. If You have not received any Service, You are entitled to a full refund of the amount paid by You under this Contract. A 10% penalty per month must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this Contract. If you are unable to contact or obtain satisfaction from the home service contract provider then you may contact the Bureau of Insurance at P.O. Box 1157, Richmond, VA 23218-1157 or by calling 1-877-310-6560.

Wisconsin Residents – In addition to Your cancellation rights listed above, You may cancel this Contract within 15 days of the date this Contract was delivered to you for a full refund. This Contract shall not be cancelled due to unauthorized repair of covered equipment. If You cancel this Contract, no deduction shall be made from the refund for the cost of any service received.

THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. Provided notice or proof of loss is furnished as soon as reasonably possible and within one (1) year after the time it was required by this Contract, failure to furnish such notice or proof within the time required by this Contract does not invalidate or reduce a claim unless Home Warranty of America is prejudiced thereby and it was reasonably possible to meet the time limit. This Contract shall be governed, construed and enforced in accordance with the laws of the State of Wisconsin without regard to principles of conflicts of law.

Ask us about these other plan options that may fit your needs better.

PLAN OPTIONS	Gold			Platinum			Diamond		
	Trade Call Fee	Annual Fee	Monthly Fee	Trade Call Fee	Annual Fee	Monthly Fee	Trade Call Fee	Annual Fee	Monthly Fee
Townhome/Condo/Mobile Home									
	\$75	\$430	\$33.08	\$100	\$520	\$40.00	\$100	\$560	\$43.08
Over 5,000 Square Feet									
5,000 to 7,500 Square Feet	\$75	\$810	\$62.31	\$100	\$990	\$76.15	\$100	\$1,062	\$81.69
7,500 to 10,000 Square Feet	\$75	\$1,575	\$121.15	\$100	\$1,925	\$148.08	\$100	\$2,065	\$158.85
Over 10,000 Square Feet	\$75	\$2,025	\$155.77	\$100	\$2,475	\$190.38	\$100	\$2,655	\$204.23
Multi-Flats									
Duplex	\$75	\$810	\$62.31	\$100	\$990	\$76.15	\$100	\$1,062	\$81.69
Triplex	\$75	\$1,170	\$90.00	\$100	\$1,430	\$110.00	\$100	\$1,534	\$118.00
Fourplex	\$75	\$1,530	\$117.69	\$100	\$1,870	\$143.85	\$100	\$2,006	\$154.31
Multi-Year									
2 Year	\$75	\$855	•	\$100	\$1,045	•	\$100	\$1,121	•
3 Year	\$75	\$1,260	•	\$100	\$1,540	•	\$100	\$1,652	•
New Construction (coverage begins on the 366th day after close)									
2 Year	\$75	\$450	•	\$100	\$550	•	\$100	\$590	•
3 Year	\$75	\$600	•	\$100	\$700	•	\$100	\$740	•
4 Year	\$75	\$790	•	\$100	\$890	•	\$100	\$930	•

Mother-In-Law Units: Call 888-492-7359 for pricing.

• Ask your Account Executive about other payment options.

DID YOU KNOW A SELLER'S HOME WARRANTY BENEFITS EVERYONE?

When a home's on the market, buyers are bound to notice a leaky pipe or electrical problems. They may be less inclined to buy or to offer the full asking price. Getting things fixed quickly – and properly – is essential.

HWA helps you overcome these challenges. With our free basic listing coverage, homes for sale receive home warranty coverage for up to six months, with the option to extend if the home stays on the market. Our free listing coverage can also be supplemented with HVAC system coverage for only \$50.

After the sale, it's simple to transfer coverage to the buyer at a competitive rate, ensuring that the new owners will enjoy peace of mind.



13
mo
WARRANTY

Most home warranties are only good for a year. HWA protects your home for a full 13 months after the sale.

FREE* LISTING COVERAGE FOR UP TO 12 MONTHS! Ask your Real Estate Professional about coverage for both Buyers and Sellers!

*See Terms & Conditions for details



13-Month Home Warranty

We've Got You Covered

Home Warranty of America™, Inc.
Dept. 3344, Carol Stream, IL 60132-3344
P 888.492.7359 F 888.492.7360
HWAHomeWarranty.com

If placing your order by phone or online, have information ready.

Applicant Information

Applicant first and last name		
Covered property address		
City	State	Zip
Mailing Address (if different)		
City	State	Zip
Phone	Email	
Order Date	Phone/Web Confirmation #	

Closing Information (if available)

Closing company	Closing agent
Phone #	Closing #

Buyer's Coverage Levels	Gold \$450	Platinum \$550	Diamond \$590
Trade Call Fee per occurrence or actual cost, whichever is less	\$75	\$100	\$100
Covered Items*			
Unknown Pre-Existing Conditions	✓	✓	✓
Unknown Insufficient Maintenance	✓	✓	✓
Heating System/Furnace	✓	✓	✓
Air Conditioning System/Cooler	✓	✓	✓
Ductwork	✓	✓	✓
Plumbing System	✓	✓	✓
Stoppages/Clogs	✓	✓	✓
Permanent Sump Pump	✓	✓	✓
Water Heater Including Tankless	✓	✓	✓
Instant Hot Water Dispenser	✓	✓	✓
Whirlpool Bath Tub	✓	✓	✓
Electrical System	✓	✓	✓
Ceiling Fans and Exhaust Fans	✓	✓	✓
Doorbells, Burglar & Fire Alarm Systems	✓	✓	✓
Central Vacuum	✓	✓	✓
Dishwasher	✓	✓	✓
Garbage Disposal	✓	✓	✓
Built-In Microwave	✓	✓	✓
Range/Oven/Cooktop	✓	✓	✓
Trash Compactor	✓	✓	✓
Garage Door Opener	✓	✓	✓
Kitchen Refrigerator w/ Ice Maker		✓	✓
Washer/Dryer Package		✓	✓
Telephone Line Coverage		✓	✓
Re-Key		✓	✓
SEER/R-410A Modifications		✓	✓
Premium Coverage		✓	✓
OrangePlus Coverage			✓

Premium Coverage

Includes coverage for over 30 items traditionally not covered by basic home warranty plans:

- Water heater – sediment buildup
- Plumbing – fixtures, faucets, shower heads
- Plus over 25 more items!

Plan Cost

Select coverage level:		
<input type="checkbox"/> Gold \$450	<input type="checkbox"/> Platinum \$550	<input type="checkbox"/> Diamond \$590
Townhome/Condo /Mobile Home:		
<input type="checkbox"/> Gold \$430	<input type="checkbox"/> Platinum \$520	<input type="checkbox"/> Diamond \$560

Plan Accept/Decline

I have been offered a Home Warranty of America home warranty for my home and understand the terms/conditions of coverage.

- ☐ Buyer's Coverage date of closing _____ ☐ Seller's Coverage
☐ Decline benefits of this coverage. Signature _____

Waiver Purchase of this coverage is not mandatory. Applicant has reviewed the home warranty plan and hereby declines coverage. Applicant agrees to hold the real estate broker and agent harmless in the event of a subsequent mechanical failure which otherwise would have been covered under the warranty plan.

Real Estate Agent Information

Initiating Agent Name	
Whom do you represent?	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller
Company Name	Phone
Email	
Other Party's Agent	

Optional Coverage

Seller's Coverage

- ☐ **FREE Coverage**
☐ **\$50 Optional Seller's Coverage** Heating/Cooling/Ductwork

Buyer's Coverage

Add on to All Plans:

- ☐ **\$70 GreenPlus Coverage:**
- Covered system or appliance will be replaced with an ENERGY STAR® qualified product
 - Dishwasher, Refrigerator and Clothes Washer
 - Heating System replacement with 90% efficiency model
 - Water Heater replacement with Tankless Water Heater
- ☐ **\$90 External Water Line Repair**
☐ **\$195 External Water Line + Sewer & Septic Line Repair**
☐ **\$190 Pool/Spa Combo**
☐ **\$190 Additional Pool or Spa**
☐ **\$345 Salt Water Pool (Includes Pool/Spa Combo)**
☐ **\$100 Well Pump**
☐ **\$75 Septic System/Sewage Ejector Pump and Septic Tank Pumping**
☐ **\$35 2nd Refrigerator**
☐ **\$50 Freezer – Stand Alone**

Add on to Gold or Platinum:

- ☐ **\$100 OrangePlus**

Add on to Gold :

- ☐ **\$50 Kitchen Refrigerator w/ Ice Maker**
☐ **\$85 Washer/Dryer Package**
☐ **\$70 Premium Coverage**

OrangePlus Coverage

- Code violations and permits up to \$250
- Unknown improperly matched and/or installed systems
- Increases Professional Series Appliances up to \$2,500
- Increases toilet replacement up to \$600
- Removal of defective equipment

Total Optional Seller's Coverage	\$ _____
Total Optional Buyer's Coverage	\$ _____
Grand Total Coverage	\$ _____

*See contract for specific coverage on components and parts.

The fee for this warranty is to be paid at closing and includes all fees payable to HWA™ for service and plan administration per the plan's service agreement.

This Home Warranty is subject to terms and conditions.

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NA15 2018 BRO v1 - CT, DE, DC, IA, IL, IN, KS, MA, MD, ME, MI, MN, MO, NC, ND, NE, NH, NJ, NY, OK, PA, RI, SC, SD, VA, VT, WI, WV



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

June 2017

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](https://www.epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

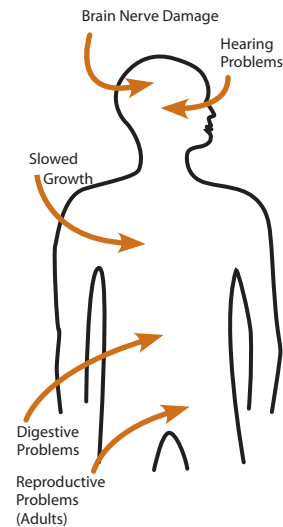
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](https://www.epa.gov/lead).

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit [epa.gov/getleadsafe](https://www.epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit epa.gov/safewater for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

13 * Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/safewater for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
WWPD/TOPE
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/offices/lead/

This document is in the public domain. It may be produced by an individual or organization without permission. Information provided in this booklet is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.

U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

EPA-747-K-12-001
June 2017

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

Forms & Agreements

What's Included In This Packet

- o Sellers Disclosure Statement*
- o Real Estate Sale/Purchase Contract* (7 pages)
- o Addendum* (1 page)
- o Removal/Extension of Specified Contingency(ies)* (1 page)
- o Lead-Based Paint Disclosure Form* (1 page)
- o Sellers Estimated Proceeds Worksheet* (1 page)
- o Earnest Money Escrow Agreement (1 page)
- o Mortgage Payoff Request and Authorization (1 page)
- o Homeowners Associations/Condominium Status (1 page)
- o Buyers Information Sheet (1 page)
- o Sellers Information Sheet (1 page)
- o Safety Tips Sheet (1 page)

Before completing or distributing any of these forms, make several photocopies of the blank originals, so you'll have what you need in case of changes, errors, etc. Then, after completing one original, photocopy as needed.

***Caution:** The enclosed forms and materials DO NOT replace the professional advice of your attorney or Realtor®. They are included to assist you and to provide you with a starting point for your home-selling transactions. These forms are designed for the sale of an existing home or condominium. They should be reviewed, modified and supplemented or amended by your attorney or Realtor® for your unique transaction prior to their use. Significant modifications will be needed for vacant land or commercial property. Therefore, Liberty Title Agency disclaims any liability for loss or damage which may be incurred by reason of use of these forms.

Seller's Disclosure Statement

Property Address: _____ MICHIGAN
Street City, Village or Township

5. **Septic tanks/drain fields:** Condition, if known: _____
6. **Heating system:** Type/approximate age: _____
7. **Plumbing system:** Type: copper _____ galvanized _____ other _____
Any known problems? _____
8. **Electrical system:** Any known problems? _____
9. **History of Infestation,** if any: (termites, carpenter ants, etc.) _____
10. **Environmental problems:** Are you aware of any substances, materials or products that may be an environmental hazard such as, but not limited to, asbestos, radon gas, formaldehyde, lead-based paint, fuel or chemical storage tanks and contaminated soil on property.
unknown _____ yes _____ no _____
If yes, please explain: _____
11. **Flood Insurance:** Do you have flood insurance on the property? unknown _____ yes _____ no _____
12. **Mineral Rights:** Do you own the mineral rights? unknown _____ yes _____ no _____

Other Items: Are you aware of any of the following:

1. Features of the property shared in common with the adjoining landowners, such as walls, fences, roads and driveways, or other features whose use or responsibility for maintenance may have an effect on the property? unknown _____ yes _____ no _____
2. Any encroachments, easements, zoning violations or nonconforming uses? unknown _____ yes _____ no _____
3. Any "common areas" (facilities like pools, tennis courts, walkways or other areas co-owned with others), or a homeowners' association that has any authority over the property? unknown _____ yes _____ no _____
4. Structural modifications, alterations or repairs made without necessary permits or licensed contractors? unknown _____ yes _____ no _____
5. Settling, flooding, drainage, structural or grading problems? unknown _____ yes _____ no _____
6. Major damage to the property from fire, wind, floods, or landslides? unknown _____ yes _____ no _____
7. Any underground storage tanks? unknown _____ yes _____ no _____
8. Farm or farm operation in the vicinity; or proximity to a landfill, airport, shooting range, etc.? unknown _____ yes _____ no _____
9. Any outstanding utility assessments or fees, including any natural gas main extension surcharge? unknown _____ yes _____ no _____
10. Any outstanding municipal assessments or fees? unknown _____ yes _____ no _____
11. Any pending litigation that could affect the property or the Seller's right to convey the property? unknown _____ yes _____ no _____

If the answer to any of these questions is yes, please explain. Attach additional sheets, if necessary: _____

The Seller has lived in the residence on the property from _____ (date) to _____ (date).
The Seller has owned the property since _____ (date).
The Seller has indicated above the conditions of all the items based on information known to the Seller. If any changes occur in the structural/mechanical/appliance systems of this property from the date of this form to the date of closing, Seller will immediately disclose the changes to Buyer. In no event shall the parties hold the Broker liable for any representations not directly made by the Broker or Broker's Agent.

Seller certifies that the information in this statement is true and correct to the best of Seller's knowledge as of the date of Seller's signature.

BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY. THESE INSPECTIONS SHOULD TAKE INDOOR AIR AND WATER QUALITY INTO ACCOUNT, AS WELL AS ANY EVIDENCE OF UNUSUALLY HIGH LEVELS OF POTENTIAL ALLERGENS INCLUDING, BUT NOT LIMITED TO, HOUSEHOLD MOLD, MILDEW AND BACTERIA.

BUYERS ARE ADVISED THAT CERTAIN INFORMATION COMPILED PURSUANT TO THE SEX OFFENDERS REGISTRATION ACT, 1994 PA 295, MCL 28,721 TO 28.732 IS AVAILABLE TO THE PUBLIC. BUYERS SEEKING SUCH INFORMATION SHOULD CONTACT THE APPROPRIATE LOCAL LAW ENFORCEMENT AGENCY OR SHERIFF'S DEPARTMENT DIRECTLY.

BUYER IS ADVISED THAT THE STATE EQUALIZED VALUE OF THE PROPERTY, PRINCIPAL RESIDENCE EXEMPTION INFORMATION, AND OTHER REAL PROPERTY TAX INFORMATION IS AVAILABLE FROM THE APPROPRIATE LOCAL ASSESSOR'S OFFICE. **BUYER SHOULD NOT ASSUME THAT BUYER'S FUTURE TAX BILLS ON THE PROPERTY WILL BE THE SAME AS THE SELLER'S PRESENT TAX BILLS. UNDER MICHIGAN LAW, REAL PROPERTY OBLIGATIONS CAN CHANGE SIGNIFICANTLY WHEN PROPERTY IS TRANSFERRED.**

Seller _____ Date: _____

Seller _____ Date: _____

Buyer has read and acknowledges receipt of this statement.

Buyer _____ Date: _____ Time: _____

Buyer _____ Date: _____ Time: _____

Disclaimer: This form is provided as a service of the Michigan Association of REALTORS®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The Michigan Association of REALTORS® is not responsible for use or misuse of form for misrepresentation or for warranties made in connection with the form.

Real Estate Sale/Purchase Contract

THIS IS AN IMPORTANT LEGAL DOCUMENT. ALL PARTIES ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY IN CONNECTION WITH THE EXECUTION OF THIS CONTRACT.

This Contract made the _____ day of _____, 20____,

Is by and between _____ ("Seller")

Address: _____ and

_____ ("Purchaser")

Address: _____

1. CRITERIA

1.1 Sale; Property. Seller agrees to sell and convey, subject to easements and restrictions of record, and subject to the lien of taxes not yet due and payable at time of closing, and Purchaser agrees to purchase the property located in the _____, County of _____, State of _____, commonly known as _____

the legal description of which is _____, which will be specifically described in the title insurance commitment (the "Property".)

1.2 Fixtures: Improvements. This sale includes all fixtures, improvements and appurtenances attached to the property as of this date, including but not limited to: all lighting and plumbing fixtures, shades, blinds, curtains, curtain rods, drapes, drapery hardware, wall-to-wall carpeting, purchased water softeners, automatic garage door equipment, storm windows and doors, screens, awnings and antennas, including rotor equipment, if any, as well as the following personal property for which a bill of sale will be given:

The following items are excluded from sale and will be removed from the Property prior to tender of possession: _____

1.3 Purchase Price. The purchase price shall be _____
_____ Dollars (\$ _____)

1.4 Earnest Money. Seller acknowledges the receipt of _____
_____ Dollars (\$ _____)
paid by Purchaser as earnest money. This money will be deposited with Liberty Title Agency in its
escrow account pursuant to its Standard Escrow Agreement until closing, at which time it will be
credited to the Purchaser. If this Contract is not accepted, the earnest money will be returned
to the Purchaser.

1.5 Payment. The balance of _____
_____ Dollars (\$ _____)
will be paid as follows: _____

1.6 Land Division. If the property that is subject of this contract is not platted land or a
condominium, the seller agrees to transfer _____ land divisions. Purchaser acknowledges
that the deed shall contain the following language: "The grantor grants to the grantee the right
to make _____ divisions under section 108 of the Land Division Act, Act No. 288 of the
Public Acts of 1967. This property may be located within the vicinity of farm land or a farm
operation. Generally accepted agriculture and management practices which may generate
noise, dust, odors and other associated conditions may be used and are protected by the
Michigan right to farm act."

2. CONTINGENCIES

This Contract is contingent upon satisfactory completion of the items designated below, all of which must
be removed in writing. Contingencies applicable to this transaction shall be marked in the margin.

_____ **2.1 Financing.** Purchaser qualifying for and obtaining a mortgage commitment as designated
below for which Purchaser agrees to apply within _____ business days and pursue in good
faith upon acceptance of this contract. Borrower intends to obtain mortgage approval and
financing contingency shall be removed in writing on or before (date) _____ ,
_____ **CONVENTIONAL** loan commitment in the amount of
\$ _____ (of the price)
_____ **FHA/VA** loan commitment in the amount of
\$ _____ (of the price)

Note: FHA/VA loans require the Seller to pay certain fees. Seller agrees to pay up to
\$ _____ in closing costs in connection with this loan.

_____ **2.2 Termite Inspection.** An inspection of the property at the expense of _____ from a licensed exterminating company resulting in a report satisfactory to Purchaser regarding the presence of any termite or wood destroying insect infestation or any resulting damage. This contingency to be removed on or before _____. Purchaser shall provide Seller with 24 hours prior notice of inspection.

_____ **2.3 Contractor's Inspection.** An inspection of the property at Purchaser's expense, resulting in a report satisfactory to Purchaser. This contingency is to be removed within _____ business days from date of final acceptance of this Contract. Purchaser shall provide Seller with 24 hours prior notice of inspection.

_____ **2.4 Radon Inspection.** An inspection of the property at the expense of _____ for the presence of radon gas resulting in a report satisfactory to the Purchaser. This contingency is to be removed on or before _____.

_____ **2.5 Attorney Approvals.** Approval of contract language by:
(a). Seller's attorney, within _____ business days from date of final acceptance of this contract.
(b). Purchaser's attorney, within _____ business days from date of final acceptance of this contract.

_____ **2.6 Well and Septic.** A report satisfactory to Purchaser and Seller from an inspector authorized by the County Health Department approves the condition of the well and/or septic system. Seller agrees to promptly contract for an inspection upon execution of this contract. This contingency is to be removed on or before _____.

_____ **2.7 Title.** Approval of a commitment for an ALTA residential policy for title insurance issued through Liberty Title Agency. This contingency is to be removed on or before _____.

_____ **2.8 Sale of Purchaser's Property.** Check any that pertain to the Sale of Purchaser's property located at _____,
_____ Obtaining a signed Sales Contract on Purchaser's property on or before_____.
_____ Removal of all contingencies from a Sales Contract on Purchaser's property on or before_____.
_____ Closing on the sale of Purchaser's Property on or before_____.

After Purchaser has removed the above contingency regarding the sale of Purchaser's property, Purchaser will be in default if Purchaser's financing contingency is not removed due to failure to sell said property.

2.9 Other. _____

Contingencies: If any contingency in this Contract is not removed in writing by a required date, this contract becomes voidable. After that date, and until the contingency is removed, either party may terminate the contract by written notice to the other at which time the earnest money will be returned to the Purchaser.

3. CLOSING

3.1 Closing. The closing shall occur on or before _____ at the offices of Liberty Title Agency or Purchaser's lender. Seller and Purchaser agree to pay their own customary closing fees imposed in connection with the sale transaction. Purchaser shall pay any mortgage closing fees in connection with the mortgage closing.

3.2 Form of Conveyance. Seller agrees to grant and convey by warranty deed a marketable title to the property, subject only to the encumbrances permitted by this contract. Seller will pay transfer tax when title passes.

3.3 Prorations. Association fees, fuel, insurance, interest, or rent, if any, are to be prorated as of the date of closing. TAXES will be treated as if they cover the CALENDAR YEAR in which they are first billed. TAXES first billed in years prior to year of Closing will be paid by SELLER without proration. TAXES which are first billed in the year of Closing will be prorated so that SELLER will pay taxes from the first of the year to Closing date; and BUYER will pay taxes for the balance of the year, including the date of Closing.

If both tax bills for the current year have not yet been issued as of the Closing date, then the current taxable value and the total annual millage rate from the previous year's tax bills shall be used to estimate the current year's taxes (any administrative fee shall be added to this amount) and those estimated current year's taxes plus administrative fee shall be prorated. If the transaction closes after both the July and December tax bills have been issued, the total of these two actual bills shall be used to determine the tax proration. The settlement agent will retain from Seller \$_____ to be applied to the final billing for water and sewer charges. After payment, any balance remaining will be remitted to Seller and any balance due will be paid by Seller.

3.4 Benefit Charges. Any "benefit charges" against the property made by any government authority or private association for installation of, or tap-in fees for, water service, sanitary sewer, and/or storm sewer service, for which charges have been made, incurred and/or billed before the date of closing, will be paid by Seller. Any charges incurred after closing will be paid by Purchaser.

3.5 Special Assessments. All special assessments that have been assessed and are a lien on the property at the date of closing will be paid by Seller. The cost of improvements that are subject to future assessments against the property assessed after the date of closing will be paid by Purchaser.

3.6 Title Insurance. Seller will provide an ALTA residential policy of title insurance, including a policy commitment prior to closing, issued through Liberty Title Agency, in the amount of the sale price, at Seller's expense.

3.7 Possession. Possession to be given on or before _____. From and including the date of closing, up to but not including the date of vacating property as agreed, Seller will pay the sum of \$_____ per day. The settlement agent will retain in escrow from Seller at closing the sum of \$_____ for occupancy between the time of closing and delivery of keys by Seller to Purchaser. Within ten (10) days after delivery of keys by Seller, the settlement agent will disburse the balance, if any, of this escrow according to the terms of the escrow agreement.

3.8 Compliance with Assessment. Seller represents that if Seller acquired title after January, 1995, Seller has complied with Public Act 415 of 1994; MCLA 211.27, requiring the disclosure of the purchase price to the local assessor.

4. MISCELLANEOUS

4.1 Casualty Loss. Until delivery of deed, risk of loss by fire, windstorm or other casualty is assumed by Seller.

4.2 Binding Contract; Assignment; Survival. This Contract binds Purchaser, Seller, their heirs and personal representatives, and anyone succeeding to their interest in the property. Purchaser will not assign this Contract without Seller's prior written permission which may be withheld in Seller's sole discretion. Unless modified or waived in writing, all covenants, warranties and representations contained in this Contract shall survive the closing.

4.3 Default. If Purchaser defaults, Seller may pursue legal remedies, or may cancel the Contract and claim the earnest money as liquidated damages. If Seller defaults, Purchaser may enforce this contract, demand a refund of the earnest money in termination of this Contract, or pursue legal remedies. TIME IS OF THE ESSENCE FOR THE PERFORMANCE OF THIS CONTRACT.

4.4 Warranty. Seller warrants that all equipment and improvements, except those excluded below will be in working condition at time of possession, and that premises will be free and clear of refuse and debris. Excluded from this warranty: _____

PURCHASER ACKNOWLEDGES HAVING BEEN ADVISED TO HAVE A CONTRACTOR'S INSPECTION OF THE PROPERTY. PURCHASER _____ DOES ACKNOWLEDGE RECEIPT OF THE SELLER'S DISCLOSURE STATEMENT AND LEAD BASED PAINT ADVISORY BOOKLET _____
Initials Initials

4.5 Facsimile/FAX Authority. Offers, acceptances, and notices required by this Contract can be delivered by Facsimile/FAX and/or Electronic copy.

4.6 Brokers. Purchaser warrants to Seller that no broker or agent is entitled to any commission arising from this Contract other than _____

_____ .
who is to receive a commission in the amount of \$ _____ to be paid by

Purchaser hereby indemnifies and holds Seller harmless from any loss, cost or damage, including without limitation, reasonable attorney's fees, arising from any breach of this warranty. This warranty shall survive the closing.

4.7 Contract. Provision of this form to Buyer by Seller does not constitute an offer to sell the property, nor does any return of this unsigned form by Seller to Purchaser with suggested revisions. A Contract will be formed only upon the execution by Seller of a fully completed Contract previously executed by Purchaser.

_____	_____	_____
Witness:	PURCHASER:	(Date)

_____	_____	_____
Witness:	PURCHASER:	(Date)

_____	_____	_____
Witness:	SELLER:	(Date)

_____	_____	_____
Witness:	SELLER:	(Date)

I HAVE RECEIVED A FULLY EXECUTED COPY OF THIS CONTRACT.

PURCHASER'S INITIALS _____ SELLER'S INITIALS _____

Date: _____ Date: _____

ADDENDUM

WITH REFERENCE TO A REAL ESTATE SALE/PURCHASE CONTRACT Dated: _____

between _____ ("Seller")

and _____ ("Purchaser")

for the property commonly known as _____

THE SALE/PURCHASE CONTRACT IS AMENDED/SUPPLEMENTED AS FOLLOWS:

Witness: _____ PURCHASER: _____ (Date) _____

Witness: _____ PURCHASER: _____ (Date) _____

Witness: _____ SELLER: _____ (Date) _____

Witness: _____ SELLER: _____ (Date) _____

PURCHASER'S RECEIPT: The undersigned Purchaser's acknowledge receipt of Seller's signed acceptance of this Addendum.

PURCHASER: PURCHASER: (Date)

Removal/Extension of Specified Contingency(ies)

THE UNDERSIGNED SELLERS AND PURCHASERS,
PARTIES TO A CERTAIN REAL ESTATE SALE/PURCHASE CONTRACT Dated: _____

and covering property commonly known as: _____

and which contains a contingency clause with regard to: (Check if applicable)

	Remove Contingency	Extend Contingency
Financing	<input type="checkbox"/>	<input type="checkbox"/> Until (date) _____
Contractor's Inspection	<input type="checkbox"/>	<input type="checkbox"/> Until (date) _____
Termite Inspection	<input type="checkbox"/>	<input type="checkbox"/> Until (date) _____
Approval by Attorney(ies)	<input type="checkbox"/>	<input type="checkbox"/> Until (date) _____
Title	<input type="checkbox"/>	<input type="checkbox"/> Until (date) _____
Well & Septic	<input type="checkbox"/>	<input type="checkbox"/> Until (date) _____
Soil Evaluation	<input type="checkbox"/>	<input type="checkbox"/> Until (date) _____
Survey	<input type="checkbox"/>	<input type="checkbox"/> Until (date) _____
Credit Report	<input type="checkbox"/>	<input type="checkbox"/> Until (date) _____
Contingency on Sale of Purchaser's Property	<input type="checkbox"/>	<input type="checkbox"/> Until (date) _____
Other _____	<input type="checkbox"/>	<input type="checkbox"/> Until (date) _____
Other _____	<input type="checkbox"/>	<input type="checkbox"/> Until (date) _____
Other _____	<input type="checkbox"/>	<input type="checkbox"/> Until (date) _____

All other terms and conditions of the Real Estate Sale/Purchase Contract remain the same.

PURCHASER	PURCHASER:	(Date)
-----------	------------	--------

SELLER: _____ SELLER: _____ (Date) _____

Sellers Estimated Proceeds Worksheet

1. Your Selling Price..... \$ _____

PLUS Your Credits

Prorated Property Taxes¹ + _____

Prorated Rents (if appropriate) + _____

Personal Property
(e.g., appliances or other items for which
the Seller is paying, but which are not
included in your home's selling price) + _____

2. Your Credits..... = \$ _____

3. Total Amount Due to You..... \$ _____

Add Your Selling Price (#1) and Your Credits (#2) to find the total amount due to you

MINUS Your Expenses

Mortgage Payoff (on closing date) + _____

Any Other Liens on the property + _____

Legal Fees + _____

Title Work² + _____

Recording or Notary Fees + _____

Transfer Taxes³ + _____

Surveys and Inspections⁴ + _____

Repairs⁴ + _____

Other + _____

4. Your Expenses..... = \$ _____

5. Total Estimated Proceeds After Closing.. \$ _____

Subtract Your Expenses (#4) from The Total Amount Due To You (#3).

This amount is Your Estimated Proceeds After Closing (#5).

¹ In Michigan it is customary for the Buyer to reimburse the Seller for property taxes which are assumed to be "paid in advance" (e.g. if you close on October 1, the Seller is reimbursed for 2/12 of the previous December bill and 9/12 of the July bill.) Go to libertytitle.com for further information.

² For an estimate of title insurance visit our website at <http://www.libertytitle.com/rate-calculator/>

³ In Michigan the transfer tax is \$8.60/\$1,000.

⁴ These items are negotiable and are not required from the Seller in every home sale.

Final actual proceeds cannot be determined until the day of closing and may be affected by credits and expenses which are not listed on this worksheet. You should consult your attorney, settlement agent or Title Company for a more accurate listing of your home-selling credits and expenses. Therefore, Liberty Title disclaims any liability for loss or damage which may be incurred by reason of the use of this worksheet.



LIBERTY TITLE

THE CLOSING AND TITLE EXPERTS

EARNEST MONEY ESCROW AGREEMENT

File No.: _____

Seller: _____

Purchaser: _____

Property: _____

Date: _____

The undersigned Seller and Purchaser are parties to Real Estate Sale/Purchase Contract dated _____ and covering the above referenced property. The undersigned hereby deposit with Liberty Title Agency ("Escrow Agent") the sum of \$ _____ ("Funds") to be held by the Escrow Agent under the following terms and conditions:

- 1) Upon mutual agreement of Seller and Purchaser the Funds shall be either applied towards the purchase price at closing or disbursed as directed by Seller and Purchaser.
- 2) In the event of any dispute between the parties as to the disposition of the Funds, Escrow Agent may decline to disburse the Funds unless it receives written instructions signed by all parties. Escrow Agent may also interplead the Funds with the Circuit Court or commence a small claims court action in order to receive court order directing it how to disburse said funds. In the event court proceedings are instituted, Escrow Agent may recover its reasonable attorney's fees, court costs and employee costs involved in such proceedings, deducting the sum from said funds.
- 3) At its election, Escrow Agent may elect to submit any dispute regarding the Funds or this Agreement to the small claims division of an appropriate District Court. The Undersigned consent to the jurisdiction of the small claims division of the appropriate District Court and agree to be bound by any judgment rendered by the small claims division of the appropriate District Court.
- 4) Escrow Agent shall not be liable for any loss or damage resulting from any loss or impairment of escrowed funds due to the failure, insolvency or suspension of a financial institution.
- 5) Escrow Agent is not under any duty to invest the Funds on behalf of either Purchaser or Seller. Escrow Agent may commingle the Funds with other deposits held by Escrow Agent.
- 6) The undersigned jointly and severally indemnify and hold Liberty Title harmless for any loss, cost or damage which it may suffer from acting as escrow agent, except for damages caused by its willful negligence or intentional misconduct.
- 7) The undersigned agree that if Escrow Agent has not received directions for the disbursement or a notice of dispute regarding disbursement of the Funds by _____ the Funds are to be disbursed to the Purchaser less a \$50.00 administrative fee which is to be retained by Escrow Agent.
- 8) This agreement may not be modified or amended in any way except by written agreement executed by Purchaser, Seller, and Escrow Agent.

Signed and dated:

Purchaser(s):

Purchaser(s) Forwarding Address:

Purchaser(s) Email and Phone Number:

Seller(s):

Seller(s) Forwarding Address:

Seller(s) Email and Phone Number:

MORTGAGE PAYOFF/ASSUMPTION REQUEST AND AUTHORIZATION

Please Complete All Lines Marked With ►

► TO: _____ DATE: _____
SELLER'S MORTGAGE COMPANY

► PHONE NO: _____ EXT: _____

► PROPERTY ADDRESS: _____

► MORTGAGOR(S): _____

► YOUR LOAN NO: _____

► PLEASE BE ADVISED THAT I/WE HAVE SOLD THE ABOVE CAPTIONED PROPERTY AS FOLLOWS:

- () ON LAND CONTRACT
- () PURCHASER WILL ASSUME YOUR MORTGAGE
- () YOUR MORTGAGE WILL BE PAID OFF

► YOU ARE HEREBY AUTHORIZED AND DIRECTED TO FURNISH LIBERTY TITLE AGENCY THE FOLLOWING INFORMATION ON YOUR LOAN:

- () PAYOFF FIGURES AS OF _____ WITH PER DIEM.
- () ASSUMPTION FIGURES, MONTHLY PAYMENT, INTEREST RATE, PREPAYMENT PENALTY, ESCROW BALANCE
- () COMPLETE INSURANCE INFORMATION

► _____
MORTGAGOR *SOCIAL SECURITY NUMBER*

► _____
MORTGAGOR *SOCIAL SECURITY NUMBER*

PLEASE SEND THE INFORMATION TO: LIBERTY TITLE AGENCY

NAME: _____

PHONE: _____

FAX: _____

EMAIL: _____

FILE NO: _____

NOTE: IF THIS IS A HOME EQUITY/CREDIT LINE, PLEASE FREEZE THE ACCOUNT.
PLEASE CONTACT US IF YOU HAVE ANY QUESTIONS

Homeowners Association/Condominium Status

Please Complete All Lines Marked With ►

► Property Address: _____

► Seller's Name: _____

► Condominium Name: _____

► Amount of Dues per 1 billing cycle: \$ _____

► Are dues paid: cycle?

() Monthly

() Quarterly

() Annually

() Other _____

► Are dues paid current?

() Yes / Date paid _____
Month/Day/Year

() No / Amount in arrears \$ _____
Amount due to bring current

► PAID DUES Period Covered: _____ to _____
Month/Day/Year Month/Day/Year

► ARREAR DUES Period Owing: _____ to _____
Month/Day/Year Month/Day/Year

► Name: _____
Condominium Management Company or Association Name

► Contact: _____
Contact Person or Association Manager-Treasurer

► Phone No: _____ ► Fax No: _____

► Email (if known): _____

We authorize management to confirm this information and to provide Liberty Title with a membership transfer packet and a final bill.

SELLER

SELLER

(Date)

PLEASE SEND THE INFORMATION TO: LIBERTY TITLE AGENCY

NAME: _____

PHONE: _____

FAX: _____

EMAIL: _____

FILE NO: _____

Buyers Information Sheet

PLEASE FILL OUT COMPLETELY

Name (1): _____

Email (1): _____

Name (2): _____

Email (2): _____

Address: _____

Name (1)

Name (2) ☐ Check if same home # as (1)

Home Phone No: _____

Work No: _____

Cell Phone: _____

Marital Status: ☐ Married ☐ Divorced ☐ Single ☐ Trust | US Citizen: ☐

New Mortgage Lender: _____

Lender Address: _____

Loan No: _____

Contact/Loan Officer: _____

Lender Phone No: _____ Ext: _____

Email Address: _____

Mortgage Amount: \$ _____

Type of Loan:

() Conventional

() FHA

() VA

Note: _____

WWW.LIBERTYTITLE.COM

855.343.8830

SERVING SOUTHEASTERN MICHIGAN

Sellers Information Sheet

PLEASE FILL OUT COMPLETELY

Name(1): _____

Email (1): _____

Name (2): _____

Email (2): _____

Mailing _____

Address: _____

Name (1)

Name (2) ☐ Check if same home # as (1)

Home Phone No: _____

Work No: _____

Cell Phone: _____

1st Mortgage held by: _____

Loan No: _____

Lender Phone No: _____ Ext: _____

() Payoff Request Attached

2nd Mortgage held by:

Loan No: _____

Lender Phone No: _____ Ext: _____

() Payoff Request Attached

Other Liens/Loans against property held by: _____

Loan/Account No(s) _____

Phone No(s) _____

Forwarding Information **After Closing:** Phone: _____

Address: _____

WWW.LIBERTYTITLE.COM

855.343.8830

SERVING SOUTHEASTERN MICHIGAN

Safety Tips

One of the things people take for granted when showing their home is safety. When you put your home up for sale and start inviting strangers into your house, you need to consider some of them may not have good intentions. Here are a few practical tips to keep you and your family safe.

- Never show your home alone.
- Store all your valuables out of sight.
- If you have guns, store them at a family or friends house if possible. If not, make sure they are locked and out of sight.
- Get some personal information from the person(s) who want to see your home, such as a name, telephone number and where they work.
- Call the number they gave you and confirm the appointment. This will verify that the information they gave you is correct.
- Put the visitors personal information in a book or folder. Give this information to a trusted friend for safekeeping.
- Have the person(s) you are showing your house to stay together. Stay with them at all times.
- Try and make arrangements for your kids to go to a friend's house.
- If the house is vacant and you are meeting the person(s) there, do not park your car where it can be blocked in.

We forget that Realtors® offer safety as well as help when selling our homes. Realtors® usually get personal information on people whom they are showing property to such as where they live and work. They also tend to have the person(s) meet them at their office so they can all ride in the Realtors® car. This way the person(s) have to leave their car in the Realtors® parking lot. Realtors® also try to keep people together when showing your home so they do not have to worry about theft. Realtors® also usually pre-qualify the people prior to showing them your home so you know that the person(s) looking can actually afford to buy your house.