

Based in Texas - Local is Better!

13 Month Coverage  
Free Seller's Coverage

# ALLIED HOME WARRANTY

Residential Warranty



### Standard Coverage Includes:

- ✓ "No Fault" Coverage
- ✓ 410a & 13 SEER Equipment
- ✓ A/C & Heating Tune-up
- ✓ Garage Door Opener
- ✓ Pest & Rodent Control

*No Increase in Renewal!*



### Your Free Membership Includes:

- ✓ Carpet Cleaning
- ✓ Re-key Service
- ✓ Home Alarm Systems
- ✓ Electricity Provider
- ✓ Moving Services



## Personal service



Every Allied Home Warranty family is given a FREE membership to the Texas Wholesale Club.

### TEXAS WHOLESALE CLUB Benefits

#### Home Maintenance



**Re-Key Service:** Re-key your home (\$60 for up to 6 keyholes and 4 copies of the key!) – Who knows how many people have those keys?



**Carpet Cleaning:** Clean your carpets (3 rooms cleaned for only \$60!) – At least they will be clean before the kids arrive...



**A/C or Heater Tune-up:** Tune-up your A/C or Heater (up to 2 systems for only \$60!) – Don't risk a breakdown.

#### Home Economics



**Home Alarm System:** Get the best alarm system installation deal we have ever seen – We negotiated a deal that will protect more than your stuff – your peace of mind!



**Electricity Provider:** Save \$\$\$ with an unpublished electricity rate from one of the largest electricity providers in Texas! Sign up today at [www.AlliedPowerDeal.com](http://www.AlliedPowerDeal.com)



**Moving Services:** Get a 3 man moving crew for only \$89/hour and with no trip fee! – Yes, 3 guys willing to move your stuff (so give your best friend the day off...)

#### Home Improvement



**Landscaping:** Get professional landscaping services for 15% off! And give your husband the day off!



**Surge Protector:** Whole home surge protector for only \$199! A shockingly good deal (we couldn't pass it up!)



**Home Efficiency:** 15% off tankless water heaters, attic insulation or high efficiency A/C upgrades! A penny saved is a penny earned!

AND MUCH MORE!! Go to [www.AlliedHomeWarranty.com](http://www.AlliedHomeWarranty.com) for more details!

Expect *more*



**Buyer's \$350**

Begins at close of sale and continues for 13 months

**New Construction \$595**

Begins on the first day of the second year and continues for four additional years

**Seller's (free)**

Begins upon issuance of a contract and continues for either 180 days or close of sale. Converts to Buyer's at closing

**Current Homeowner \$395**

Begins upon issuance of contract and continues for 12 months

**STANDARD Coverage**

**VALUE Upgrades**

- ✓ "No Fault" Coverage (*Buyer's & Seller's*):
    - Unknownable Pre-existing Conditions
    - Improperly Installed Systems
    - Insufficiently Maintained Systems
    - Mismatched Systems
  - ✓ Central A/C (2 systems)
  - ✓ 410a & 13 SEER Equipment
  - ✓ A/C Tune-up
  - ✓ Heating System (2 systems)
  - ✓ Heating Tune-up
  - ✓ Ductwork
  - ✓ Plumbing System
  - ✓ Plumbing Stoppages
  - ✓ Toilet Bowls/Tanks
  - ✓ Water Heater
  - ✓ Recirculating pump
  - ✓ Garage Door Opener
  - ✓ Electrical
  - ✓ Range/Oven
  - ✓ Cooktop
  - ✓ Dishwasher
  - ✓ Built-in Microwave
  - ✓ Garbage Disposal
  - ✓ Trash Compactor
  - ✓ Termite Treatment
  - ✓ Pest & Rodent Control
  - ✓ Rust & Corrosion
  - ✓ Exhaust Fans
  - ✓ Homes up to 5,000 sq ft
- \$60 Trade Call Fee

**PREMIUM Upgrade add \$100**

- \$500 for disposal, permits, code violations and modifications
  - Replaces dishwasher, refrigerator & washer with ENERGY STAR products\*
  - Professional Series Appliances\*
  - A/C Freon Recapture/Pump Down
  - Ceiling Fans, Doorbells
  - Central Vacuum
  - Faucets, Showerheads
  - Instant hot water dispenser
  - Tankless water heaters
  - Whirlpool motor and pump
- \* If optional appliance coverage is purchased separately

**NEW!**

**GOLD Upgrade add \$145**

**\$115 SAVINGS**

**✓ Most popular**

- Premium Upgrade
- Refrigerator
- Washer
- Dryer

**PLATINUM Upgrade add \$645**

**\$295 SAVINGS**

- Extra \$500 (\$1,000 total!) for disposal, permits, code violations and modifications
- Professional series appliance replacements up to \$2,500
- Premium Upgrade
- Gold Upgrade
- Built-in Wine Cooler
- Concierge Service\*
- Homes up to 8,000 sq ft
- Additional A/C Unit (3 total)
- Stand Alone Ice maker
- Detached Building

\*Our Concierge Service provides a dedicated client representative for service claims

*Allied Home Warranty is licensed by the Texas Real Estate Commission  
See contract for details*

**13** Month Coverage

PHONE: (866) 791-1200  
 WEB: WWW.ALLIEDHOMEWARRANTY.COM  
 MAIL: PO Box 540487 HOUSTON, TX 77254

**ALLIED HOME WARRANTY**  
 We Call Texas Home



**STEP 1 Homeowner Info**

NAME \_\_\_\_\_

PROPERTY ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

SQUARE FOOTAGE (if over 5,000 sq ft) \_\_\_\_\_

**STEP 2 Agent & Title Info**

INITIATING AGENT/REALTOR \_\_\_\_\_

REALTOR COMPANY \_\_\_\_\_ OFFICE PHONE # \_\_\_\_\_

REALTOR EMAIL OR FAX (to send confirmation) \_\_\_\_\_

TITLE AGENT \_\_\_\_\_

TITLE COMPANY \_\_\_\_\_ OFFICE PHONE # \_\_\_\_\_

TITLE EMAIL OR FAX (to send billing request) \_\_\_\_\_

GF NUMBER / MLS NUMBER \_\_\_\_\_

EXPECTED CLOSING DATE \_\_\_\_\_ AHW SALES AGENT \_\_\_\_\_

NAME ON THE CARD \_\_\_\_\_ CREDIT CARD TYPE \_\_\_\_\_

CREDIT CARD NUMBER \_\_\_\_\_ EXPIRATION DATE \_\_\_\_\_

**STEP 3 Select Your Plan**

- Buyer's 13 Month \$ 350
- Buyer's 13 Month - Condo 325
- Seller's (\$75 trade call fee) free
- New Construction (Yr 2-5) 595
- Current Homeowner 395

Contact Allied for Duplex, Triplex or Fourplex pricing

**STEP 4 Select Your VALUE Upgrade**

- PREMIUM (see prior page) Add: 100
- GOLD (\$115 savings) *✓ Most popular* 145
- PLATINUM (\$295 savings) 645  
(Homes up to 8,000 sq ft)

- Garage Door Opener *incl.*
- "No Fault" Coverage (Buyer's & Sellers) *incl.*
- 410a & 13 SEER Equipment *incl.*
- Termite & Pest Control *incl.*
- Re-Key Service *incl.*
- Premium Upgrade 100
- Refrigerator (w/ icemaker & dispenser) 65
- Washer & Dryer 95
- Detached Building 65
- Stand Alone Icemaker 75
- Built-in Wine Cooler 65
- Additional A/C Unit (2 w/ Standard) 75
- Pool, Spa or Shared Equipment 160
- Well Pump 95
- Septic Tank Pumping & Pump 75
- Add Square Footage (per 1,000 sq ft) 165  
(for homes over 5,000 sq ft)

GOLD  
PLATINUM

GOLD  
PLATINUM

**TOTAL** \_\_\_\_\_

In waiving this plan, applicant agrees to hold harmless the Real Estate Broker and/or Agent against any liability resulting from failure of systems and appliances that would have been covered by this Plan.

- I desire the coverage listed above
- I decline the benefits of this coverage

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

# Residential Service Contract

## I. YOUR COVERAGE

1. During the coverage period, Allied Warranty, LP, dba Allied Home Warranty ("Allied") will arrange for a Service Contractor to repair or replace the Contract Holder's ("Client's") systems covered in accordance with this contract if they (a) are located within the perimeter of the home (except for pool, spa, HVAC, septic and well pumps), (b) become inoperative due to normal wear and tear, (c) are in good working order on the effective date of this contract and (d) are properly installed and available for diagnosis. This contract only covers single-family residential property less than 5,000 sq ft. If the property is over 5,000 sq ft, please purchase additional square footage coverage. Coverage includes only the items stated as covered and is subject to limitations and exclusions. Allied reserves the right to inspect covered items.
2. Buyer's coverage begins at close of sale and continues for 13 months after close of sale. New Construction coverage begins on the 1st day of the 2nd year after the close of sale of a newly constructed house and continues for 4 years. Seller's coverage for the listing period starts upon issuance of a contract number by Allied, and continues for either 180 days or until close of sale or termination of listing (whichever comes first) and does not cover "for sale by owner" listings. Current Homeowner and Renewal coverage begins upon issuance of a contract number and continues for a monthly, semi-annual or annual term, whichever is selected by Client.
3. Pre-existing conditions are not covered by this contract. However, for Buyer's and Seller's coverage only and for systems that become inoperative due to normal wear and tear, there is no denial of coverage ("No Fault" coverage) for: (a) malfunctions that existed on the effective date of the contract if, at that time, the malfunction was unknown or unknowable and would not have been detectable by visual inspection or a simple mechanical test, (b) malfunctions caused by a lack of maintenance, rust or corrosion, (c) malfunctions caused by improperly installed equipment and (d) malfunctions caused by mismatched system sizes. Undersized or poorly designed systems relative to the square footage are not covered by the "No Fault" coverage.

## II. YOUR SERVICE

CALL: 866-791-1200 OR GO TO: WWW.ALLIEDHOMEWARRANTY.COM

1. You must notify Allied of a claim under this contract as soon as the problem is discovered and prior to the expiration of this contract. Under normal circumstances, Allied will initiate the services contracted for within 48 hours after your request. Allied, at its sole discretion, will select an affiliated or unaffiliated Service Contractor and will not reimburse Client for services performed without prior written approval. No actions by Allied or Service Contractor shall constitute any partnership or agency relationship between them. Evidence of recent attempted repairs by others voids coverage of the claim. Allied will determine what repairs constitute an emergency and will make reasonable efforts to expedite service. Should Allied grant you authorization to contact an independent Service Contractor, Allied will provide reimbursement based on the following conditions: (i) selected Service Contractor is qualified and insured, (ii) you agree to be reimbursed at Allied's typical rates for parts and labor (less than retail) and (iii) you contact Allied prior to Service Contractor performing any repairs to determine if the repair is a covered item under this contract. For service outside of normal Service Provider business hours, you are responsible for payment of additional fees, including overtime. Service work is guaranteed for 30 days. Allied reserves the right to make final service request coverage or non-coverage determination.
2. Typically, each trade call is subject to a \$60 fee plus sales tax, if applicable. The trade call fee for Seller's contracts is \$75. The trade call fee for a termite inspection is \$75, for a termite treatment is \$125 (after inspection), and for a septic system pumping or pump is \$100. Failure to pay the trade call fee at the time of the visit will result in suspension of coverage without extension of the contract period. In the event typical gasoline prices in the service area exceed \$3.50 per gallon, Allied may temporarily increase trade call fees by \$10 until prices fall below \$3.50 per gallon. Additional charges may apply to certain repairs and replacements (see Section V).
3. Clients receive a free membership in the Texas Wholesale Club, which is a referral network of independent service contractors who offer Clients discounted products and services such as Re-Key Service and Carpet Cleaning. Allied is solely providing a referral to an independent Service Contractor. Any work performed for, or costs incurred by, the Client for service or products is the Client's sole responsibility. Allied is not responsible for any work, guarantee, warranty, workmanship, or direct, indirect, special or consequential damage or any claim whatsoever for the work performed by the independent Service Contractor.

## III. YOUR COVERED SYSTEMS & APPLIANCES

Coverage and exclusions are set forth below (see Section V).

1. **CENTRAL AIR CONDITIONING, HEATING & DUCTWORK**  
COVERED: Seasonal tune-up visit performed on up to 2 systems (excludes heat exchanger and evaporator coil cleaning) – Components and parts that affect operation on up to 2 systems for gas or electric heater, heat pump, electric central air conditioning condenser, evaporative coil, air handler, evaporative cooler (pump, casing, motor, belts, pulleys and float-assembly only) – leaks in accessible refrigerant lines and ductwork from the cooling unit to the connection at register or grill – If necessary to effect a covered repair or replacement, Allied will upgrade covered equipment as required by federal 13 SEER and 410a equipment regulatory standards (see Section V).

NOT COVERED: Gas A/C systems – Condenser casings – Registers, zone/damper systems, grills or filters – Electronic air cleaners – Window units – Non-ducted wall units – Freon recapture/pump down – Water towers – Humidifiers – Roof jacks or stands – Flues – Vents – Chillers – Noises – Systems that are connected to another system – Systems with three phase power, two speed blowers, 90% efficiency and higher furnaces or 15 SEER and higher A/C equipment (all replaced with builder's grade) – Baseboard casings – Fuel storage tanks – Portable units – Solar systems – Oil heating units – Chimneys, fireplaces and key valves – Clocks – Timers – Heat lamps –

Hot water/steam heat circulating systems – Geothermal and/or water source heat pumps – Collapsed ductwork – Testing or locating leaks in a/c or ductwork – Plenums, transitions, drain pans, drain lines and cooler pads – Asbestos-insulated ductwork – Improperly sized or poorly designed systems – Modifications or improvements, including those required by upgraded 13 SEER or 410a equipment (including re-filling upgraded 410a equipment with 410a refrigerant).

2. **PLUMBING SYSTEM, STOPPAGES & WATER HEATER**

COVERED: Leaks and breaks of water, drain, gas or vent lines – Toilets – Valves for shower, tub, diverter, angle stops, risers and gate valves – Clearing of stoppages in drain lines with a standard sewer cable from an existing access point without excavation – Water heater (gas or electric).

NOT COVERED: Damage caused by freezing or roots – Fixtures including faucets, bathtub, pop-up assemblies, shower head/arm, sink, toilet lids/seats – Sprinkler or solar systems – Shower enclosures and base pans – Breaks or cracks in toilet bowl or tank – Removal of toilet – Caulking or grouting – Septic tanks – Water softeners, filters or purifiers – Dryer vents – Pressure regulators – Permanently installed sump pumps – Inadequate or excessive water pressure – Flow restrictions in water lines – Sewage ejector pumps – Holding or storage tanks – Saunas or steam rooms – Hose bibs, gate valves – Whirlpool jets, motor and pump assemblies – Any associated masonry work – Roof access cleanout – Stoppages outside the main foundation of the home or caused by roots, foreign objects or damaged drain or vent lines – Grinder pumps – Costs to locate, access or install a ground level cleanout – Solar water heaters – Storage tanks – Tankless – Noise – Flues and vents – Water heaters over 50 gal (replaced with 50 gal) – Insufficient capacity – Odor – Drain pans.

3. **ELECTRICAL SYSTEM**

COVERED: Components and parts that affect operation including built-in bath exhaust fans

NOT COVERED: Fixtures and any components – Doorbells, alarms or intercoms – Central vacuum systems – Attic fans – Inadequate wiring capacity – Breaker panel – D.C. wiring or components – Septic system electrical equipment – Low voltage lighting – Computer, phone, cable, or multi-media wiring – Improper wiring under the foundation, deck or ground – Aluminum or knob and tube wiring – Security systems.

4. **KITCHEN APPLIANCES & GARAGE DOOR OPENER**

COVERED: Components and parts that affect operation of: Oven – Range/Cooktop – Dishwasher – Built-in Microwave – Garbage Disposal – Trash Compactor – Garage Door Opener (wiring, motor, switches, receiver unit, track assembly and springs only)

NOT COVERED: Clocks, lights or light sockets – Meat probe assemblies – Rotisseries – Racks, handles, knobs, rollers, baskets, buckets, shelves or integrated TV/electronics – Sensi-heat burners – Magnetic induction – Interior lining or glass fronts – Equipment outside of the primary kitchen (except garage door opener) – Portable or countertop units – Trim kits – Stoppage/damage caused by foreign material – Doors, locks and key assemblies – Garage doors – Touch pads – Safety sensors – Adjustments – Remote transmitters – Hinges.

5. **SUBTERRANEAN TERMITE, PEST & RODENT CONTROL**

COVERED: Treatment for subterranean termite infestation and treatment inside the perimeter of the home for: Roaches – Spiders – Mice – Crickets – Ground beetles – Clover Mites – Millipedes – Centipedes – Pill bugs – Ants (except for "Crazy", Fire, Pharaoh, Acrobat, Wood-eating and Carpenter ants) – Norway and roof rats – Up to 2 target pests per treatment – Treatment guaranteed for 30 days.

NOT COVERED: Bees – Fungus – Fleas – Stink Bugs – Bed bugs – Wood-boring beetles, opossums, raccoons, squirrels, snakes or rodents – Termite infestation in decks, fencing or outside the main foundation of the home or garage.

## IV. YOUR OPTIONAL COVERAGE

For an additional fee, you may purchase optional coverage up to 30 days after close of sale (See Section V). Optional coverage is not available for Seller's contracts.

1. **PREMIUM UPGRADE**

COVERED: In the event a covered A/C, heating or plumbing replacement includes costs for disposal of old equipment, permits, code requirements and/or modifications required by installing new equipment, Allied will cover up to \$500 total per contract – Appliances: Professional series kitchen appliances are covered (includes optional appliance coverage if purchased) – Ceiling fans (with builder's standard) – Doorbell (not intercoms) – Instant hot water dispenser – Plumbing: Faucets and showerheads (with builder's standard) – Whirlpool motor and pump assemblies (not access) – Toilets up to \$400 replacement value – Central A/C: Freon recapture/pump down – Registers – Grills – Filters – Window units – Trash compactor: removable buckets – Dishwasher: racks, baskets and rollers – Water heater: Tankless – Oven/Range: Racks – Handles – Dials – Garbage disposal: Damage caused by foreign material – Central Vacuum (not removable hoses, accessories, filters, belts, shutters, fans, blockages) – Green: Allied will replace dishwasher, refrigerator or clothes washer with ENERGY STAR qualified product in the event any of these covered items are not able to be repaired.

2. **GOLD UPGRADE**

Includes: Premium Upgrade – Refrigerator – Washer & Dryer

3. **PLATINUM UPGRADE**

Includes: Premium Upgrade with \$1,000 total per contract coverage instead of \$500 – Professional series appliance replacement up to \$2,500 – Gold Upgrade – Homes up to 8,000 sq ft – Concierge Service (dedicated client rep) – Additional A/C unit (3 total) – Detached Building – Stand Alone Icemaker – Built-in Wine Cooler

4. **POOL AND/OR SPA EQUIPMENT**

COVERED: Both pool and spa equipment are covered if they utilize common equipment – If they do not, then the pool is covered, unless an additional fee is paid to cover the spa – Coverage applies to the primary heating, pumping and filtration systems only.

# Residential Service Contract

NOT COVERED: Cleaning equipment (pool sweeps, cleaning/booster pumps, pop-up heads, turbo valves and the like) – Lights – Liners – Timers – Concrete-encased or underground electrical, plumbing or gas lines – Structural defects – Solar equipment – Jets – Fuel storage tanks – Covers, disposable filtration mediums or filter grids – Fountains, water falls – Heat pump – Electrically operated valves – Water chemistry equipment (salt water converters, chlorination systems or water softeners) – Inaccessible components.

## 5. APPLIANCES

COVERED: Components and parts that affect operation of: Refrigerator (including icemaker and ice/water dispenser) – Stand Alone Icemaker – Built-in Wine Cooler – Washer & Dryer

NOT COVERED: Racks – Shelves – Filters – Interior thermal shells/insulation – Noise – Handles – Lights – Food/beverage spoilage – Freezers that are not an integral part of the refrigerator – Equipment located outside of the primary kitchen – Multi-media electronics – Trim kits – Damage caused by mineral deposits – Wine vaults or wine coolers over 100 bottle capacity – If parts are not available for integrated icemaker, coverage is limited to cash value of icemaker only – WASHER: Plastic mini-tubs – Soap dispensers – Filter screens – Knobs and dials – DRYER: Venting – Lint screens – Knobs and dials – Dryer cabinets and components – “all in one” wash/dry units

## 6. WELL PUMP, SEPTIC SYSTEM PUMPING & PUMP

COVERED: Components and parts that affect operation of well pump utilized for main source of drinkable water for dwelling only – Sewage ejector, jet or aerobic pump in accordance with septic system only – One time septic system pumping if the stoppage is due to septic tank backup.

NOT COVERED: Well casings – Piping or electrical lines leading to or connecting pressure tank and main dwelling – Holding, pressure or storage tanks – Re-drilling of wells – Booster pumps – Well pump and components for Geothermal and/or water source heat pumps – If the well pump failure is caused by deficiencies or defects in the system then said deficiencies or defects must be repaired by Client prior to our replacement of the pump – Failure due to lack of capacity – Pressure switches, control boxes, capacitors or relays – Septic tank – Broken sewer lines outside the foundation – Stoppages or roots that prevent the effective use of any externally applied sewer machine cable – Sewer hook-ups – Disposal of waste – Chemical treatments – Leach lines, leach beds, cesspool, lateral lines, tile fields – Other mechanical pumps not listed above – Insufficient capacity.

## 7. DETACHED BUILDINGS

COVERED: Option to extend coverage beyond the perimeter of the home to the detached garage, garage with apartment or guesthouse. You may need to purchase additional units of appliances or systems.

## V. LIMITATIONS OF LIABILITY

This residential service contract is not designed, nor is it intended, to include or overlap any coverage that is included in your homeowner’s insurance policy, home builder’s warranty, and/or any manufacturer’s warranty. In addition:

- Allied is not responsible for restoration of any wall coverings, floor coverings, cabinets, counter tops, tiling, paint or the repair of any cosmetic defects. Allied is not responsible for locating, providing or closing access to covered items unless otherwise noted in this contract. Energy, lighting, pool/spa, sprinkler and appliance electronic management systems (including motherboards) are not covered. You may be charged an additional fee to remove and/or dispose of an old appliance, system or component. For Current Homeowner coverage only, Allied is not responsible for replacement of covered systems or appliances due to obsolete or unavailable parts. However, Allied will reimburse the reasonable estimated cost of the part as determined by the fair value of comparable parts.
- Allied is not liable for and Client will have no right to recover from Allied any incidental, indirect, special, consequential or exemplary damages, injuries or losses or for failure to provide timely service. Allied is not liable for repair of conditions caused by chemical or sedimentary build up, misuse or abuse, failure to clean or maintain (see Section I-3), missing parts, structural changes, fire, freezing, electrical failure or surge, water damage, lightning, mud, earthquake, soil movement, storms, accidents, pet damage, pest damage, acts of God, mold, fungus, hazardous materials, failure due to excessive or inadequate water pressure, part delays, loss of income, utility bills or living expenses.
- Allied has the sole right to determine whether a covered item will be repaired or replaced. Allied reserves the right to offer cash in lieu of repair or replacement in the amount of Allied’s actual (less than retail) cost to repair or replace such item. Allied is not responsible for any work performed by any service contractor once cash in lieu of work has been authorized. Allied is responsible for providing replacement equipment of similar (not exact) features, capacity and efficiency (see Section III-1), but not for matching dimensions, brand, color or original manufacturer’s warranty. Clients with HVAC systems greater than the 13 SEER standard efficiency rating must inform Service Contractor of their system’s efficiency in writing upon initiating service. Allied is not responsible for upgrades, for the cost of construction or for modifications made necessary by existing equipment or installing new equipment. For major HVAC and plumbing system replacements, these non-covered upgrade, modification or construction out-of-pocket costs can be significant (especially due to the 2010 federal regulatory requirement to eliminate the manufacture of R22 refrigerant equipment). Allied is not responsible for repairs related to inadequacy or lack of capacity, improper installation/mismatched equipment (see Section I-3), previous repair or design, components or parts that do not affect the main operation of the unit and any modification to the system or appliance. Allied reserves the right to obtain a second opinion at its expense.
- Allied is not responsible for repair or replacement of commercial quality systems and appliances. However, if Premium Upgrade is purchased, kitchen appliance repairs on professional series brands are covered (such as Sub Zero, Viking etc), although Allied is not responsible for matching the brand in replacement. Allied is not responsible for repairs arising from manufacturer’s recall of covered items or any items while still

under an existing manufacturer, distributor or in-home warranty. Client is responsible for providing maintenance on covered items as specified by the manufacturer.

- To diagnose, repair or replace covered items, Allied will pay per contract (i) no more than \$1,000 for glycol, radiant, steam or gravity flow systems, (ii) no more than \$500 each for access to encased plumbing systems, for septic system pumping or pumps, for well pumps, for central vacuums, for ductwork or for termite treatment, and (iii) no more than \$1,000 each for refrigerators, stand alone icemakers, built-in wine coolers, pool/spa systems, tankless water heaters or range/oven/cooktop units (See Section IV-3). There is a \$5,000 limitation of liability per covered item and a \$15,000 limitation of liability per contract; however, for Seller’s coverage, there is a \$500 limitation of liability per contract.
- Allied is not responsible for upgrades, work or costs to comply with any federal, state, or local laws, regulations or ordinances or utility regulations or to meet current building or zoning. Allied is not responsible for service when permits cannot be obtained, nor will it pay for any costs related to permits, to freon recovery/reclaim or to disposal. Allied is not responsible for removing or disposing of any hazardous or toxic materials, including asbestos or mold.
- Because Client and Allied agree that when entering this contract it is impossible or impractical to estimate the damages arising from any claim or controversy related to this contract, Client and Allied agree that any damages recoverable from Allied for any reason are limited to a maximum of \$5,000 per covered item or \$15,000 in the aggregate. Client and Allied agree that these are a reasonable forecast of just compensation. Subject to these maximums, Client’s sole remedy under this Contract is Allied’s cost of the required repair or replacement whichever is less.
- ARBITRATION AGREEMENT:** The Client and Allied agree that any controversy or claim relating to this contract shall be submitted to binding arbitration within six months from date from which claim first arose. Judgment upon any award rendered in the arbitration may be entered by any court having jurisdiction thereof. Arbitration will be conducted under the then existing Commercial Arbitration Rules as promulgated by the American Arbitration Association. The parties agree that any arbitration will neither be conducted by nor administered by the American Arbitration Association. Any arbitration under this provision shall occur before a panel of three arbitrators in Harris County, Texas. Each party shall select one arbitrator. The two arbitrators shall then select the third arbitrator. The arbitrators, by majority determination, shall determine the issues subject to the arbitration. The substantive laws of the State of Texas without regard to the principles of choice of law thereof shall apply in any arbitration. The Texas Arbitration Act shall not apply to any arbitration. The non-prevailing party shall pay all costs of the arbitration including the prevailing party’s reasonable and necessary attorney and arbitration fees.
- This contract shall be governed by the laws of the State of Texas without reference to the principles of choice of law thereof, and the parties consent to the exclusive jurisdiction of the Court of Harris County, Texas. By entering into this contract, the parties voluntarily and knowingly waive their rights to a jury. This contract contains the entire agreement between Allied and Client. Should any portion of this contract be held legally invalid or unenforceable, the remainder of this contract shall remain in full force and effect.

## VI. MISCELLANEOUS

- If this contract is for duplex, triplex, or fourplex dwelling, then every unit within such dwelling must be covered by this contract for protection to apply to common systems. If this contract is for a dwelling within a multiple unit of 5 dwelling units or more, then only items contained within the confines of each individual unit are covered, and common systems and appliances are excluded.
- This contract shall be non-cancelable, except Allied may cancel for the following reasons: (i) non-payment of contract or trade call fees; (ii) fraud or misrepresentation of facts material to the issuance of this contract; (iii) if the Client is verbally or physically abusive to any Allied employee or Service Contractor; or (iv) upon mutual agreement by Allied and the Client. If this contract is canceled, the Client shall be entitled to a pro rata refund of the paid contract fee for the unexpired term, less an admin fee of \$50 less any service costs incurred by Allied. Allied may renew this contract at its discretion. For Buyer’s contracts, if offered a renewal, Client will be offered a renewal at their first year Buyer’s rate, but additional renewal rates may be subject to change. If paying with a credit card or ACH bank draft for a monthly or semi-annual payment, Client agrees to allow Allied to process continued recurring payments until cancelled in writing by Client.

This contract is issued pursuant to a license granted by the Texas Real Estate Commission, and complaints in connection with this contract may be directed to the Commission at P.O. Box 12188, Austin, TX 78711, 512-465-3917. *The purchase of a residential service contract is optional and similar coverage may be purchased through other residential service companies or insurance companies authorized to transact business in Texas.*

**NOTICE: YOU, THE BUYER, HAVE OTHER RIGHTS AND REMEDIES UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT WHICH ARE IN ADDITION TO ANY REMEDY WHICH MAY BE AVAILABLE UNDER THIS CONTRACT. FOR MORE INFORMATION CONCERNING YOUR RIGHTS, CONTACT THE CONSUMER PROTECTION DIVISION OF THE ATTORNEY GENERAL’S OFFICE, YOUR LOCAL DISTRICT OR COUNTY ATTORNEY OR THE ATTORNEY OF YOUR CHOICE.**

Signature \_\_\_\_\_

Date \_\_\_\_\_

Purchaser warrants that, to their knowledge, the systems and appliances to be covered are currently in working order and have not been declared non-repairable.