HMS®
HOME WARRANTY
is now

cinch®
HOME SERVICES

Repaired.
Replaced.
Relieved.

When things break down,
we step up.

THE LEADING WARRANTY FOR HOME APPLIANCES AND SYSTEMS

Coverage for: Illinois, Indiana, Iowa, Kansas, Kentucky, Michigan, Missouri, Minnesota, Montana, North Dakota, Nebraska, Ohio, South Dakota, Tennessee, Utah, Western Pennsylvania, Wisconsin and Wyoming

A home warranty provides repair or replacement coverage

for mechanical failures of major systems and appliances. Whether the dishwasher suddenly stops washing or the A/C[1] stops cooling, you'll appreciate the savings, convenience and peace of mind that come with home warranty protection. Plus, you can enjoy the benefits of a Cinch home protection plan for as long as you own your home.[2]

Plan to be protected

You've thought about blinds versus drapes; you've planned where the sofa will go; but have you thought about your appliances and systems failing? Responsible homeowners often choose to have a home warranty because homeowners insurance does not cover failures of appliances and systems.

Plan for savings

Typically, you'll pay one low deductible for covered components that need repair or replacement, saving you thousands of dollars.[2]

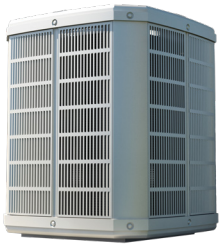
Plan for convenience

Contact Cinch 24/7, and we'll match you with a pre-screened, licensed professional, so you won't need to waste time searching the internet and hope for the best.

Plan for peace of mind

A Cinch home warranty provides assurance that you won't have to worry when a covered appliance or system breaks down and that you will be provided with a repair professional you can trust.

What it really costs



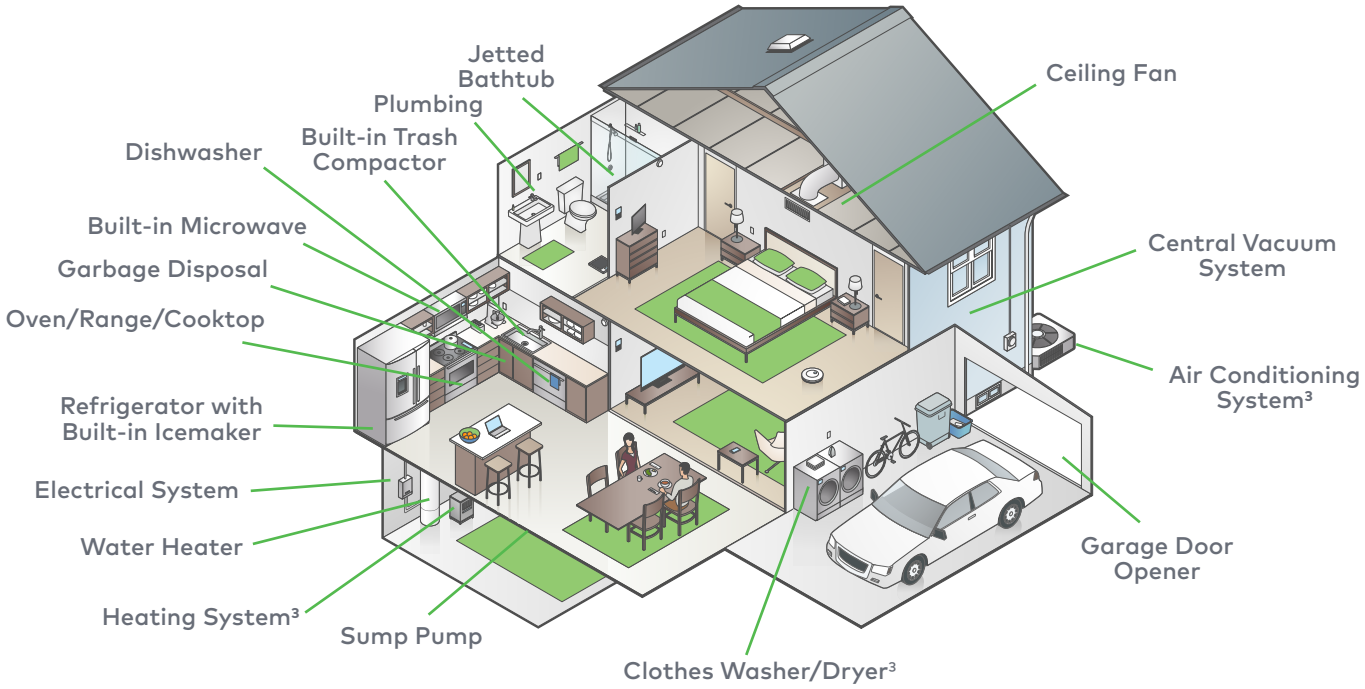
Retail repair or replacement costs
(without a Cinch home warranty)

ITEM	AVERAGE REPLACEMENT	AVERAGE REPAIR
Central A/C	$4,000	$535
Heating System	$4,500	$475
Electrical	$1,325	$443
Refrigerator	$1,400	$375
Plumbing	$375	$125
Water Heater	$1,300	$287
Range/Oven	$1,000	$250
Dishwasher	$500	$250
Washer or Dryer	$675	$257

Source: Based on estimated ranges of retail costs for repairs and replacement of the listed items. Includes data from national independent service contractors. Pricing may vary in your geographical area.

Experience the Cinch difference.

Comprehensive coverage. Exceptional value.



Seller benefits

- **Protect your budget** from unexpected repair or replacement expenses while your home is on the market.
- **Market your home** with a Cinch home warranty - the perfect buyer incentive.
- **Avoid closing delays** due to a system or appliance failure.
- **No up-front costs** as the warranty is payable when the property closes.[2] After closing, the buyer gets one full year of coverage.

Buyer benefits

- **Multi-year discount pricing is available**: Lock in the first-year introductory rate for additional coverage years.[4]
- **You don't have to worry about an unexpected repair expense** should a covered system or major appliance break down due to normal wear and tear.
- **Pay a standard deductible per service call**, per trade on covered components.[2]
- **Save with Appliance Buyline®**. Take advantage of our buying power and get discounts off brand-name appliances for remodeling projects or appliance upgrades.

180-day workmanship guarantee

We back up our commitment with our industry leading workmanship guarantee.

Emergency Lodging Reimbursement[6]

Buyers will be reimbursed up to $1,200, for hotel/motel stay if their only cooling or heating system is non-operational for 24 hours or more from the time of the first service visit.

Homeowners Insurance Deductible Reimbursement[7]

This is the only home warranty that reimburses you, up to $500 per year, when you have to pay a deductible on a homeowners insurance claim.

Failures Due to Lack of Maintenance[2]

Unknown Pre-Existing Conditions[2]

Failures Due to Rust and Corrosion[2]

No Square-Foot Limitations

No Age Restrictions on Systems or Appliances

Outside Water/ Gas/Sewer Line Optional Coverage

Covers Dept of Energy Mandates for A/Cs and Water Heaters[2]

[1]Optional coverage for seller plan requires additional fee. [2]Terms may vary by location/state, type of package (seller versus buyer) and are governed by state law. [3]Not all coverages are available on all plans. [4]By locking in first year introductory rate, you will be renewing into a plan which may be different than your prevailing coverage. [4]Only one reimbursement per member per 12-month period. This reimbursement also covers hotel/motel emergency lodging when a sudden break in a water pipe results in flooding and the removal of the water from the residence by a water removal company is delayed by 24 hours or more. All the reimbursement details are included in your welcome materials which will be mailed after the warranty has been paid. [7]Simply report your paid claim within 45 days. All the reimbursement details are included in your Welcome Book, which will be mailed after the warranty has been paid. Only one reimbursement claim per member, per 12-month period.

Sample home warranty plan[2]

This is an abbreviated version of Terms and Conditions

HOME WARRANTY AGREEMENT

This Home Warranty Agreement, hereinafter referred to as the "Agreement", is marketed through HMS National, Inc. The Agreement is issued by the entity listed for your state in Section VI. of this Agreement. Such entity is hereinafter referred to as the "Issuing Company", or "we", "us", and/or "our". The owner of the home covered by this Agreement is hereinafter referred to as "you" and/or "your". This is a Home Warranty Agreement, not an insurance policy.

This Agreement is intended to provide protection against the cost of repairing certain items in your home due to mechanical failure. **Please read the Agreement carefully. Coverage includes only certain mechanical failures of the specific items listed as covered on your Agreement Coverage Summary and excludes all other failures and/or items. The Agreement Coverage Summary is attached to and made a part of this Agreement.** Coverage is subject to the limitations and conditions specified in this Agreement

This Agreement has provisions for the use of final and binding arbitration to resolve disputes and otherwise limits the remedies available to you. Please see DISPUTE RESOLUTION section for more information about arbitration.

I. BASIS FOR COVERAGE

We agree to pay the covered costs to repair or replace the items listed as covered in your Agreement Coverage Summary if any such items become inoperable during the term of this Agreement due to mechanical failure caused by routine wear and tear, subject to the terms and conditions of this Agreement. Determination of coverage for any claim will be made solely by us, considering, but not limited to, our independent contractor's diagnosis.

This Agreement covers only mechanical failures relating to the mechanical parts and components of those domestic-grade items that were in the home and in proper operating condition on the Agreement effective date. "Mechanical failure" occurs when a covered item becomes inoperable and unable to perform its designed function, subject to the limitations and conditions set forth herein. Mechanical failure due to an unknown pre-existing condition is not covered in the Seller Home Warranty. We will cover an unknown pre-existing mechanical failure provided the failure could not have been detected by visual inspection or simple mechanical test in the Buyer Conversion, Buyer Direct, Open Direct or New Home Warranty on the agreement effective date. A visual inspection of the covered item is considered to mean the viewing of an item to verify that it appears structurally intact and without damage or missing parts that would indicate inoperability. A simple mechanical test means the ability to turn the unit off and on verifying the item operates without irregular sounds or smoke that may indicate a problem. In certain instances, we may require documentation from you during a claim review.

Mechanical failure due to rust and corrosion is not covered in the Seller Home Warranty. Mechanical failure due to rust and corrosion is covered after the Agreement effective date in the Buyer Conversion, Buyer Direct, Open Direct or New Home Warranty. The covered item will be deemed to have been in "proper operating condition" on the Agreement effective date if it was correctly located within the home, was properly installed to code at the time of installation, was fully connected, was capable of successfully performing all operations commensurate with the manufacturer's original design intention, and did not pose any hazard to life or property. Determination of the operating condition as of Agreement effective date, and the nature of any failure, will be made by us based upon the professional opinion of our direct employees, considering but not limited to, our independent contractor's diagnosis.

II. DEFINITION OF ITEMS

This Agreement provides coverage only for those items specifically listed as covered in your Agreement Coverage Summary. **An additional fee may be required for certain systems, appliances or optional coverages. Coverage of some items may not be available under all plans or in every state. This Agreement defines precisely what mechanical systems and appliances, and which of their parts and components, are covered; only those items specifically so described are covered, subject to the limitations and conditions herein.** Covered Items must be "Domestic- grade" items, which are designated by the manufacturer, manufactured and marketed solely for installation and use in a residential single-family dwelling. The items listed in this section as "Examples of Items/Conditions Not Covered" are not meant to be all-inclusive and are provided for illustration. They do not limit our right to decline coverage for items not on the lists and should not in any way be deemed an expansion of items specified as Covered.

Premier Upgrade Package (PUP) Option (Buyer Only)

Adding this package to your Home Warranty Agreement provides additional benefits on a covered claim. Certain repairs or replacements may require additional fees that are not normally covered under your Home Warranty Agreement, such as, but not limited to, disposal of equipment; duct, electrical and/or plumbing modifications; reclamation of refrigerant; code upgrades; permits; condenser pads; etc. **We will provide up to $1,000 towards typically excluded non- covered charges when repairing or replacing a covered item.** In no event shall we be liable to cover fees and/or disposal arising from hazardous and/or toxic materials or asbestos. **Package limits apply to one (1) covered item, per claim. Each claim event is capped for up to $1,000; any unused portion of the benefit cannot be applied towards a future claim. In no event shall we be liable for more than two (2) claims per agreement term, for an aggregate amount of up to $2,000.** This benefit does not apply to equipment; items; or failures deemed ineligible for coverage.

1. Central Air Conditioning/Cooling System (Seller Requires Additional Fee)

Description of Covered Items: Mechanical parts and components of all centrally ducted air conditioning systems, heat pump system or evaporative (swamp) cooler unit, as follows: accessible ductwork from the air conditioning unit to the point of attachment at registers/grills; air handler; blower fan motors; capacitors; compressors; condensers; condenser fan motors; condenser coils; evaporator coils; fan blades; internal system controls; internal wiring; motors (excludes dampers); primary/secondary condensate drain pans; refrigerant; refrigerant filter dryer; refrigerant piping interior to the unit (excluding interconnecting line sets and geothermal piping); relays; reversing valves; switches and controls; and thermostats. We cover all centrally ducted air conditioning systems, each with maximum of five (5) ton capacity, and designed for residential application. If the primary cooling system in the home is comprised of wall units, all wall units located within the home will be covered. **In no event shall we be liable for claims in excess of $1,500 in the aggregate per Agreement term, per covered property for geothermal or water source systems.**

2. Central Heating System (Seller Requires Additional Fee)

Description of Covered Items: Mechanical parts and components of all heating systems, either hot water and steam heating system or centrally ducted forced air gas/electric/oil heating system or electric baseboard units, if providing the primary source of heat in dwelling, as follows: accessible ductwork from covered heating unit to point of attachment to register/grill; blower fan motors; burners; controls; fan blades; heat/cool thermostats (programmable and electronic set back units will be replaced only with standard units); heat exchangers; heating elements; igniter and pilot assemblies; internal system controls; wiring and relays; motors (excludes dampers); and switches. If the primary heating system in the home is comprised of wall units, all wall units located within the home will be covered. Electric baseboard units are covered if they are the primary source of heating for the property.

3. Plumbing System/Plumbing Pipes

Description of Covered Items: Mechanical parts and components of the following: garbage disposal; interior hose bibs; point of service water system/instahot; pressure regulating devices; shower and tub valves; toilet tanks, bowls, and toilet mechanisms within the toilet tank. The clearing of plumbing stoppages using standard snake/auger systems, drain, waste or vent lines up to 125 feet from point of access where accessible ground level cleanout is existing, and which can be cleared with standard cable. Request to clear the same line(s) after fourteen (14) days' time has elapsed will be considered a new claim and require a new deductible. Leaks and breaks of water, gas, drain; waste and vent lines/pipes within the perimeter of the main foundation are also covered. Repair and finish of any walls or ceilings where it is necessary to break through to effect repair is not covered under the Seller Home Warranty; under all other warranty types it is covered only to the following extent: repair of walls or ceilings to rough finish up to $1,000 per claim. Rough finish is defined to include hanging of drywall, patching of drywall, stucco, and lath. Repair to rough finish does not include supplies or labor for paint, sanding, wall texture, wallpaper and/or tile work.

4. Water Heater

Description of Covered Items: Mechanical parts and components of one (1) water heater/tankless unit, including circulatory pumps and domestic hot water coils attached to boilers, but excluding solar and heat recovery units. Includes mechanical failures resulting from sediment build-up.

5. Sump Pump

Description of Covered Items: Mechanical parts and components of the pump assembly located within the home and hard piped installed.

6. Electrical System

Description of Covered Items: Standard mechanical parts or components located within the perimeter of the outer load bearing walls consisting of ceiling fan motors and their controls (excluding transmitters and remotes); attic/whole house exhaust fans; door bells and chimes; interior standard light switches, smoke detectors including battery and hardwire systems; main breaker or fuse panel/box receptacles and general line voltage wiring.

7. Kitchen/Laundry Appliances

Description of Covered Items: Mechanical parts and components affecting the proper operation of one (1) of each of the following appliances: refrigerator or combination refrigerator/freezer; built-in dishwasher; built-in microwave oven; range/oven/cook-top; self-contained range exhaust unit located above the range; built-in trash compactor located in the primary kitchen; and clothes washer; clothes dryer. Covered mechanical parts and components include only the following: automatic soap and rinse dispensers; belts; compressor; condensers; control timers (oven/range clock-timers are excluded unless failure prohibits normal cooking function); defrost heaters; clothes dryer heating elements; clothes dryer drum; clothes dryer drum rollers; electronic components; evaporators; fan motors; gas valves; hinges; hoses; igniter and pilot assemblies; ice maker and ice and water dispensers built into the primary refrigerator (excluding water supply lines); internal wiring; latch assemblies (excluding self-cleaning latch mechanisms); motors; power cords; pulleys; pumps; ram assembly; range/cooktop/heating elements/burners (sensi-temp elements/burners will be replaced only with standard elements/burners); solid state control boards; switches and relays; thermostats; touch pads; tracks; transmissions; wash arm assemblies (dishwasher only); washing machine tubs and agitators; and water valves (dishwasher and clothes washer only).

8. Central Vacuum System

Description of Covered Items: Motor; relay; switches; wiring.

9. Garage Door Opener

Description of Covered Items: Mechanical parts and components of a single primary unit as follows: drive trains; motor; receiver board; relays; switches and sensors. If there is no attached garage, we will cover one (1) opener if installed in a detached garage.

10. Jetted Bathtub

Description of Covered Items: Mechanical parts and components as follows: accessible electrical controls; accessible plumbing lines; air pumps; drains; gaskets; and primary circulation pump and motor.

Important Items

To File A Claim: (800) 432-1033 • Coverage Questions? (800) 843-4663 • hmsnational.com

- Please do not call a contractor yourself. You will not be reimbursed for work performed without prior company approval.
- Upon receipt, please review your contract, which includes the full and complete terms and conditions.
- We may elect to replace a covered item rather than repair it. The decision to replace rather than repair items is solely our option.
- Additional charges may apply to certain repairs or replacements.

NOTE: Homes listed on any historic register are not eligible for this coverage

III. SERVICE

1. When repair or replacement services covered by this Agreement are required, call us at 1-800-432-1033 or submit a claim through the website hmsnational.com. If you fail to notify us of any mechanical failure prior to the expiration of the term of the Agreement during which the failure occurred, we will not be responsible for the cost of any repairs and/or replacements resulting from the mechanical failure.

2. We will provide you with a referral to an independent contractor. We will use reasonable efforts to provide a referral to an independent service contractor within two (2) hours after the service request is received during normal business hours and within twenty-four (24) hours for requests received after normal business hours and on weekends or holidays. In the event we determine, at our sole discretion, that there is an emergency situation requiring expedited service, we will make reasonable efforts to expedite service. We will determine, at our sole discretion, which repairs constitute an emergency and will give consideration to covered mechanical failures that affect the habitability of the dwelling.

[2]For complete terms and conditions, visit cinchhomeservices.com/realestate. Terms may vary by location/state and are governed by state law.

Sample home warranty plan (cont.)

This is an abbreviated version of Terms and Conditions

3. We have sole authority to select independent contractors. All repair and/or replacement work covered by this Agreement must be performed by an independent contractor and approved by us in advance. **We are not responsible for expenses you incur without our express consent.** We will not reimburse you for any costs associated with unauthorized repairs or work performed by unauthorized contractors.

4. This Agreement may include a deductible charge, as listed on your Agreement Coverage Summary. If a deductible is required, it must be paid for each trade on each service call and will be used towards the covered portion of any claim. When a covered claim requires more than one trade to complete the covered repair/replacement only one (1) deductible charge will be required. Trades include appliance, air conditioning, heating, electrical, plumbing, and any other trade specifically required to service items listed on your Agreement Coverage Summary. You will be responsible for and shall pay the independent contractor directly for the service call and for actual work performed and/or items installed, up to the amount of the deductible at the time of visit(s), in a manner acceptable to the independent contractor. You are responsible and must pay the independent contractor for any amounts due for services performed or parts installed that are not covered under the terms, conditions and provisions of this Agreement. A service call includes, without limitation, the action of inspecting, diagnosing, and/or performing service for the repair or replacement of a malfunctioning item.

5. You agree to provide access to the covered property during normal business hours for the independent contractor to diagnose, obtain approval for, and/or complete repairs for covered mechanical failures. You agree to pay us and/or our independent contractor any service charge and additional charges assessed by our independent contractor resulting from your failure to provide access and/or for missed appointments.

6. Should any building or zoning permits be necessary, you are responsible for paying for and/or obtaining these permits and the cost associated with these permits.

7. At our discretion, we may elect to replace a covered item rather than repair it. **The decision to replace rather than repair items is solely our option.** Should we choose to replace an item, the replacement will be the base model that meets all applicable federally mandated minimal manufacturers' standards, performs the same primary function, and has a capacity comparable with the covered item, when available with domestically assembled units. We will make reasonable efforts to provide replacement items of similar mechanical capabilities and/or efficiency of the original unit, when available. We are not liable to provide exact match in color, dye, lot, material, type or brand, including but not limited to professional series or ultra-premium appliances, such as Bosch, Dacor, Fisher & Paykel, GE Monogram Series, Jenn-Air, Meile, Sub-Zero, Thermador or Viking (individual trademarks are owned by the brand name company). When replacing systems or appliances, we will be responsible for the installation of the replacement item but not for the cost of the construction, modifications, carpentry or transitional work made necessary in order to accommodate the replacement, nor for any costs to upgrade or modify items for any reason. Should we determine to replace an item and you instead choose to elect a repair that item is excluded from further coverage under this Agreement and subsequent renewals.

8. At our discretion, we may give you the option to elect to receive a repair/replacement credit or cash payment (net of deductible) in lieu of providing a repair/replacement. In such cases, the amount of such credit shall be equal to the lesser of our approved cost of repair/replacement or your actual and/or estimated cost of repair/replacement. If you elect a credit to our independent contractor, we will pay that amount directly to the independent contractor after the work has been completed. If you elect the cash payment, you must supply documentation supporting that the item in question has been purchased, replaced or repaired prior to receiving the cash payment. Any replacement item must be installed in the covered property as listed on the Agreement Summary Page. **The amount of the approved cost of repair or replacement will be established by us at our sole discretion.** We reserve the right to inspect repaired and/or replacement items.

9. We reserve the right to obtain, at our expense, a second opinion by an independent contractor prior to determining eligibility for coverage..

IV. GENERAL EXCLUSIONS AND LIMITATIONS

Examples include:

- Incompatible or mismatched items
- Items outside the perimeter or below the foundation of the home (unless specifically stated, i.e., swimming pool)
- Improper installation or defects caused by manufacturer design
- Misuse, neglect, missing parts or improper installation
- Acts of God, terrorism, fire or natural disaster
- Animal and pest damage
- Power surges or lightning related failures
- Mold, mildew or wet/dry rot
- Vandalism or intentional acts
- Upgrades or modifications for any reason
- Removal or disposal of equipment, hazardous or toxic material (i.e. asbestos or Freon)
- Commercial grade equipment
- Fees associated with gaining access for diagnosis, repair or replacement
- Energy management systems or devices
- Inaccessible ductwork, underground ductwork
- Ductwork damaged by pests, animals, and moisture
- Registers, grills, dampers or insulation
- Fees associated with gaining access to a covered item
- Delays caused by material shortages or circumstances beyond our control
- Charges associated with transportation of service professional or materials related to the claim
- Consequential damage, additional living expenses
- Food spoilage, loss of income or other property damage
- Items covered by other insurance, warranty or guarantee (i.e., manufacturer warranty)
- Items that have been modified or adjusted in ways that prevent inspection and/or diagnosis (i.e., self-attempted repair)
- Improperly installed or repaired items, items damaged during remodeling
- Routine maintenance
- Damages or delays resulting from the service provider
- Homes listed on any historic register are not eligible for this coverage

V. CANCELLATION

1. You may void this Agreement within thirty (30) days of the coverage effective date for a full refund of the contract fees paid if no claim has been made. The right to void this Agreement as provided in this paragraph is not transferable. A ten (10) percent penalty per month will be added to any refund required under this paragraph, including any accrued penalties that is not paid or credited within thirty (30) days after termination of this Agreement pursuant to this paragraph.

2. You may cancel this Agreement within thirty (30) days of the coverage effective date if a claim has been made, or at any time thereafter, at which time you may be entitled to a refund of unearned contract fees paid based on the short rate schedule less a processing fee of twenty-five dollars ($25) and less the cost of any services performed pursuant to the Agreement, where permitted by law. If the refund calculation results in you owing us payment for services provided, we may bill you for the lesser of the net amount due to the unpaid annual term contract fee or us. We will bill or charge you any balance owed to us through the same mechanism as any previous installment billings, or we will direct bill you if such a mechanism is not available.

VI. DISPUTE RESOLUTION

1. ARBITRATION: All disputes, controversies or claims of any sort, arising out of or in any way relating to this Agreement, its negotiation, and the Services provided pursuant to it, whether based in contract, tort, regulation, or any other legal or equitable theory (collectively "Disputes"), shall be resolved at the consumer's choice by settlement or final and binding arbitration or in and through a small claims court having jurisdiction over such Disputes. Arbitration shall be conducted within the geographical limits of the applicable federal district court where the Covered Property is located, or such other location upon which both parties mutually agree. The Commercial Arbitration Rules and Supplementary Procedures for Consumer-Related Disputes of the American Arbitration Association (the "Arbitration Rules") in effect at the time arbitration is demanded by either party shall govern the arbitration proceeding and the selection of one neutral arbitrator to preside over the proceeding. The arbitrator is empowered to decide all Disputes and all questions related to the enforceability and scope of these Dispute Resolution provisions, including but not limited to the validity, interpretation and applicability of these Dispute Resolution provisions. Additionally, this transaction involves interstate commerce, and these Dispute Resolution provisions shall be governed by the Federal Arbitration Act, as amended (9 USC 1). No arbitration may proceed on a class or representative basis, and the arbitrator may not consolidate any arbitration proceeding governed by these Dispute Resolution provisions with any other person's arbitration proceeding, and may not otherwise preside over any form of a representative or class proceeding. Under the Arbitration Rules, although each party is required to pay certain administrative and arbitrator fees, the amount the consumer may be required to pay is limited. Each party to arbitration is responsible for its own attorney's fees, if the party chooses to be represented by an attorney.

2. CLASS ACTION AND JURY TRIAL WAIVER: Each party to this Agreement may bring a Dispute against the other only in its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Each party gives up or waives any right it may have to have any Disputes between them resolved by a jury.

VII. OTHER CONDITIONS

1. Term. A Buyer Conversion Warranty, Buyer Direct Warranty or Open Direct Warranty expires one (1) year from Agreement effective date, unless renewed. A New Home Warranty expires three (3) years from Agreement effective date, unless renewed. Renewal term will be for a one (1) year period.

2. Renewal. A Buyer Conversion Warranty, Buyer Direct Warranty, Open Direct Warranty or New Home Warranty will automatically renew at the option of the Issuing Company and where permitted by state law, for successive one (1) year periods, unless cancelled by you or us in accordance with the cancellation provisions. You will be notifi ed of any rate and/or coverage changes not less than thirty (30) days prior to the expiration of the warranty.

3. Assignment. In the event of assignment or transfer of title of the covered property, this Agreement may be assigned and/or transferred at our option, where permitted by state law and when the applicable fee has been paid. We reserve the right to charge a transfer fee not to exceed $25.

4. Installment Billing. In certain cases you may be permitted, at our sole and exclusive discretion, to pay for your coverage on an installment basis. Should you suffer a mechanical failure covered by this Agreement at a time when there are unpaid installments due from you, whether or not such payments are due or overdue, we reserve the right to deduct all or any portion of any unpaid amounts from the amount of loss covered by this Agreement for such incident, or to require payment of the entire remaining unpaid balances prior to covering the loss for you as we deem necessary or desirable. Our failure to exercise any such right on one occasion shall not be deemed a waiver of such right on other occasions.

5. Waiver. Should we waive any of our contractual rights; such waiver will not constitute a future waiver of said rights.

6. Disclosure. The price of the Agreement includes the full amount of all fees due and payable as well as the costs of processing and administration for the Issuing Company and its agents where allowable by law. Any applicable state or local sales taxes are in addition to the price of the Agreement.

7. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect.

8. Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreement and understandings of the parties hereto, oral or written, with respect to the subject matter hereof. Except as provided herein, all other warranties, expressed or implied, are hereby disclaimed.

9. Issuing Company. This agreement is issued by HomeSure Services, Inc., except in the following states where it is issued by the identifi ed entity: in Alabama, Arizona, Florida, Illinois, Iowa, Massachusetts, Nevada, New Hampshire, New Mexico, New York, North Carolina, Oklahoma, South Carolina, Texas, Utah, Vermont, Washington, Wisconsin and Wyoming by HomeSure of America, Inc.; in California by HomeSure Protection of California, Inc.; and in Virginia and Oregon by HomeSure of Virginia, Inc. Services are provided by independent tradespeople/contractors. OR CCB# 202158.

10. Marketing. This Agreement is marketed through HMS National, Inc. HMS is a registered trademark of HMS National, Inc., P.O. Box 551299, Fort Lauderdale, FL 33355-1299; telephone 954-845-9100.

11. Corporate/Administrative Office. 1625 NW 136th Avenue, Suite 200, Ft. Lauderdale, FL 33323, 954-835-1900

[2]For complete terms and conditions, visit cinchhomeservices.com/realestate. Terms may vary by location/state and are governed by state law.

cinch® HOME SERVICES

COVERED ITEMS AND CONDITIONS

	SELLER	BUYER	BEST PLAN: BUYER WITH PREMIER UPGRADE PACKAGE
		$100 DEDUCTIBLE Single Family Home $489 Condo or Townhome $459 $200 DEDUCTIBLE Single Family Home $389 Condo or Townhome $359	$100 DEDUCTIBLE Single Family Home $588 Condo or Townhome $558 $200 DEDUCTIBLE Single Family Home $488 Condo or Townhome $458
Central Heating – 2 Units	Seller heat + a/c $75 option	✓	✓
Central A/C – 2 Units		✓	✓
Electrical	✓	✓	✓
Plumbing	✓	✓	✓
Plumbing Stoppages (up to 125 ft.)	✓	✓	✓
Hot Water Heater	✓	✓	✓
Attic Exhaust/Whole House Fan	✓	✓	✓
Ceiling Fan	✓	✓	✓
Central Vacuum System	✓	✓	✓
Dishwasher, Built-in	✓	✓	✓
Door Bell Chimes	✓	✓	✓
Refrigerator and Built-in Icemaker	✓	✓	✓
Garage Door Opener (2)	✓	✓	✓
Garbage Disposal	✓	✓	✓
Jetted Bathtub	✓	✓	✓
Microwave Oven, Built-in	✓	✓	✓
Oven/Range/Cooktop	✓	✓	✓
Range Exhaust	✓	✓	✓
Sump Pump	✓	✓	✓
Trash Compactor, Built-in	✓	✓	✓
Locksmith Service	✓	✓	✓
Appliance Buyline Program	✓	✓	✓
Homeowners Insurance Deductible Reimbursement[7]		✓	✓
Emergency Lodging Reimbursement[6]		✓	✓
Permits Mandated by Federal or Local Government[5]			✓
Equipment and Refrigerant Disposal[5]			✓
Electrical, Plumbing and Duct Modifications[5]			✓
Required Code Upgrades[5]			✓

[5]Optional premium upgrade package coverage requires an additional fee. Benefit can be used twice a year up to $1,000 each time with an annual cap of $2,000. [6]Only one reimbursement per member per 12-month period. This reimbursement also covers hotel/motel emergency lodging when a sudden break in a water pipe results in flooding and the removal of the water from the residence by a water removal company is delayed by 24 hours or more. All the reimbursement details are included in your welcome materials which will be mailed after the warranty has been paid. [7]Reimbursement up to $500 per year when you have to pay a deductible on a homeowner's insurance claim. Simply report your paid claim within 45 days. All the reimbursement details are included in your welcome book, which will be mailed after the warranty has been paid. Only one reimbursement claim per member, per 12-month period. Available only during the first year of your home warranty agreement.

cinch HOME SERVICES Home warranty application

Contract # or Order Confirmation Number (Provided by Cinch)

Online: cinchhomeservices.com/realestate Email: enroll@cinchhs.com Ph: (800) 247-3680

PROPERTY INFORMATION

Property address to be covered

City State Zip

Mailing address if different from above

City State Zip

This mailing address is for: ☐ Buyer ☐ Seller

SELLER INFORMATION

Name(s)

Phone number Email address

Listing start date Listing end date

BUYER INFORMATION

Name(s)

Closing date Phone number Email address

AGENT INFORMATION

Real estate office/member broker no. Main office phone number

Real estate office address City, state, zip

Real estate agent name

Real estate agent email address Real estate agent cell phone

Disclosure: In addition to representing the home seller and/or buyer, the named real estate agent/company also will be completing certain warranty-related processing, administrative and other services. Your charge for this warranty may include an amount paid to the real estate agent/company for performing these services.

This coverage includes only those systems, appliances and components that were in proper operating condition at the contract effective date. The following systems, appliances and components should be excluded from coverage:

☐ **Acceptance of coverage:** Applicant acknowledges that he/she understands the terms and conditions of coverage and authorizes closing agent to pay the required fees upon closing.

☐ **Waiver of coverage:** I hereby decline the protection plan that has been presented to me. I agree to hold real estate broker and agent harmless in the event of a subsequent mechanical failure that otherwise would have been covered under the protection plan.

Signature Date

PAYMENT

Please make checks payable to : Cinch Home Services

Mail to: P.O. Box 559003 Fort Lauderdale, FL 33355-9003

1. PLANS AND PRICING

Seller plan: Coverage to begin at enrollment, converts to buyer at closing	SELECT DEDUCTIBLE $200	$100
Single Family:	$389 ☐	$489 ☐
Condo/Townhome:	$359 ☐	$459 ☐
Seller/Air & Heat Coverage **(optional)**	$75 ☐	$75 ☐

Buyer plan: Coverage to begin at closing	$200	$100
Base plan — Single Family:	$389 ☐	$489 ☐
Condo/Townhome:	$359 ☐	$459 ☐
Multi Family (Duplex):	$539 ☐	$639 ☐
New Home Construction (years 2-4):	$489 ☐	$589 ☐

2. PREMIER UPGRADE PACKAGE (BUYER ONLY - OPTIONAL)

Premier Upgrade Package:	$99 ☐	$99 ☐

The Premier Upgrade Package provides Buyers with extra coverage for items excluded under any home warranty. Some examples include, but not limited to: fees required for permits mandated by federal or local government, upgrades as required when replacing heating or air systems and non covered items associated with a covered claim. See Terms, Conditions and Limitations in the Agreement.

3. ADDITIONAL SYSTEMS AND COMPONENTS

Each Additional Central Heating	$100	☐	_____
Each Additional Central A/C	$50	☐	_____
Each Additional Refrigerator	$25	☐	_____

4. OPTIONAL BUYER ONLY COVERAGE (EACH ITEM, PER UNIT)

Clothes Washer & Dryer	$50	☐	_____
Outside Gas Line	$60	☐	_____
Outside Sewer Line	$60	☐	_____
Outside Water Line	$60	☐	_____
Outside Gas/Sewer/Water Line (combo)	$120	☐	_____
Pool	$205	☐	_____
Spa	$205	☐	_____
Combo Pool/Spa (shared equipment)	$205	☐	_____
Septic Tank/Pumping	$45	☐	_____
Water Softener	$50	☐	_____
Well Pump System	$150	☐	_____

5. TOTAL DUE AT CLOSING

Total all fees: (Sections 1-4) $ _____

Sales tax will be added where required by law. Final tax will be calcuated on the confirmation invoice.

For multi-year discount pricing, multiply the total by the number of years:

$ _____ X _____ = $ _____

(Total of all fees) (Number of years) (Total price)

Warranty funded by: ☐ Seller ☐ Buyer ☐ Other

DO NOT CALL A CONTRACTOR YOURSELF. To file a claim call: (800) 432-1033 or visit my.cinchhomeservices.com.

Coverage is subject to a trade service call fee up to your deductible per service call, per trade agent. Additional charges may apply to certain repairs or replacements.

All plans are issued by HomeSure Services, Inc., except in the following states where they are issued by the identified entity: in AL, AZ, FL, IL, IA, MA, NV, NH, NM, NY, NC, OK, SC, TX, UT, VT, WA, WI and WY by HomeSure of America, Inc.; in CA by HomeSure Protection of California, Inc.; in VA and OR by HomeSure of Virginia, Inc. Plans are administered by Cross Country Home Services, Inc., OR CCB #202158, IN C.P.D. Reg. No. – T.S. R2707, and services are provided by independent contractors. Cinch is a registered mark of Cross Country Home Services, Inc., Boca Raton, FL 33431. Please see contract for actual terms and conditions; benefits may vary by state. Not available in all states; subject to sales tax where applicable.

The best plan out there. Period.

- 24/7 customer service, online or by phone
- 180-day workmanship guarantee
- Claim-no-claim preventive maintenance
- Premium upgrade package option[1]
- Discounts on brand-name appliances
- Affordable coverage for household essentials

HMS is now **Cinch**

We've changed our name
but we're the same company.

- 40+ years in business
- 900+ employees
- Thousands of service pros in network
- Nearly 1,000,000 protected homes
- 1,000,000 home service requests answered each year

[1]The Premier Upgrade Package (PUP) provides buyers with up to $1,000 of coverage for non-covered charges, such as permits or removal and disposal, associated with a covered repair or replacement. Optional coverage requires an additional fee. Premier Upgrade Package benefit can be used twice a year up to $1,000 each time with an annual cap of $2,000.

For more information, please contact your local senior account executive:

Karen Starich
Phone: (262) 365-7993
Email: kstarich@cinchhs.com

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cinchhomeservices.com/realestate | (800) 247-3680

CNH-MPPGRP4/BR1