

**2-10 HOME BUYERS WARRANTY PROGRAM  
EIGHT AT CROISSANT PARK, BROWARD COUNTY, FLORIDA  
AND  
LIMITED HOME PURCHASER'S WARRANTY  
EIGHT AT CROISSANT PARK  
BROWARD COUNTY, FLORIDA**

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY GIVEN BY THE UNDERSIGNED WARRANTOR. THIS LIMITED WARRANTY IS GIVEN IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED. EXCEPT FOR THIS LIMITED WARRANTY THE UNDERSIGNED WARRANTOR DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS, WHETHER ARISING FROM CUSTOM, USAGE OR TRADE, COURSE OF DEALING, CASE LAW OR OTHERWISE. THE UNDERSIGNED WARRANTOR DISCLAIMS ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

1. The warranty set forth in this Limited Warranty becomes effective on the earlier of (a) the date upon which the Certificate of Occupancy (**the "C.O."**) is issued for the residential townhome located in Eight At Croissant Park (**the "Home"**) or (b) the date upon which the Owner takes possession of the Home.
2. For a period of one (1) year, commencing on the date of issuance of the C.O., we will adjust, repair, or replace, whichever we determine to be appropriate, any materials found to be defective in your Home including but limited to the following (except as set forth in paragraph 4 below):
  - a. The rough plumbing system (excluding plumbing fixtures)
  - b. The structural components
  - c. The rough electrical wiring system
3. For a period of ninety (90) days, commencing on the date of issuance of the C.O., we will adjust, repair, or replace, whichever we determine to be appropriate, the following items in your Home:
  - a. Doors (including hardware)
  - b. Windows (operational only)
  - c. Electrical switches, receptacles and fixtures
4. We hereby assign and pass through to you the Manufacturer's Warranty for appliances and equipment, where applicable, such as refrigerator, range, hot water heater, HVAC system, dishwasher, garbage disposal, ventilating fan, and like items or other "consumer products" included in your Home (**the "Appliances and Equipment"**). The Appliances and Equipment are excluded from this Limited Warranty because they are covered by the Manufacturers' Warranties.
5. No responsibility is assumed for, and therefore is excluded from this Limited Warranty, any and all items not specifically included in this Limited Warranty. We do not assume responsibility for, and therefore is excluded from this Limited Warranty unless due to defective products or installation:
  - a. Damage due to ordinary wear and tear or abusive use
  - b. Defects which are the result of characteristics common to the materials used, such as, but not limited to:
    - i. Warping and deflection of wood
    - ii. Fading, chalking, and checking of paint due to sunlight
    - iii. Cracks due to drying and curing of concrete, stucco, plaster, bricks and masonry, and
    - iv. Drying, shrinking, and cracking of caulking and weather stripping
  - c. Loss or injury caused in any way by the elements
  - d. Conditions resulting from condensation on, or expansion or contraction of materials
  - e. Damage due to failure to perform routine maintenance
  - f. Differences in color of concrete surfaces
6. Any request for service under this Limited Warranty must be sent in writing, during the period of the applicable portion of this Limited Warranty, to our office at the address appearing on this Limited Warranty or to any agent at such address as may hereafter be designated by notice given to you. The request for service must set forth the nature of your warranty claim. The request for service should also indicate when during normal working hours, Monday through Friday, you will be available at your Home so that we can schedule the appropriate warranty work.
7. This Limited Warranty runs in favor of only the original owner of the Home and is non-transferable except to a trust or other person related to the original owner. Any obligation under this Limited Warranty terminates if the property is resold or shall cease to be occupied by the owner to whom it is originally issued.

8. Warranty work under this Limited Warranty will be done only by the undersigned warrantor or by a subcontractor provided by the undersigned warrantor. There will be no charge for labor, materials, or transportation on the warranty work covered by Paragraphs 2 and 3 of this Limited Warranty.
9. Our maximum liability under this Limited Warranty shall be the replacement cost of the defective item(s) in your Home covered by this Limited Warranty.
10. Upon the date of receiving the C.O. to your Home you acknowledge and agree that 777 Townhouses LLC, a Florida limited liability company, shall be irreparably harmed if you undertake the adjustment, repair, or replacement of any materials found to be defective in the items set forth in Paragraph 2 and 3 hereof during the periods of time set forth in Paragraph 2 and 3, respectively. Accordingly, you agree to: (a) promptly, upon your knowledge of the existence of any such defective materials and/or items, provide written notice to 777 Townhouses LLC, a Florida limited liability company specifying such defective materials and/or items, upon the receipt of which 777 Townhouses LLC, a Florida limited liability company shall have thirty (30) days (**the "Repair Period"**) to commence the adjustment, repair, or replacement of such defective materials or items and diligently pursue the completion thereof; and (b) not to adjust, repair, or replace such defective materials or items during the Repair Period; provided, however, that if 777 Townhouses LLC, a Florida limited liability company fails to adjust, repair, or replace such defective materials and/or items within the Repair Period, you may repair or replace same. Failure to comply with the provision of this Paragraph 10 will be deemed as a breach of obligation to mitigate damages and such conduct shall constitute an aggravation of damages.
11. In the event you perform any construction work within the Home, such construction work may void this warranty.
12. The warrantor is 777 Townhouses LLC, a Florida limited liability company. Notices given pursuant to this Limited Warranty must be sent to Attn: Sasi Haham., 1722 Sheridan Street #374, Hollywood, FL 33020 or to any agent at such address as may hereafter be designated by notice given to you.

IN WITNESS WHEREOF, this Limited Warranty has been signed by:

**WARRANTOR:**

777 Townhouses LLC, a Florida limited liability company

\_\_\_\_\_  
Sasi Haham, Member

Date: \_\_\_\_\_

\_\_\_\_\_  
Owner

Date: \_\_\_\_\_

\_\_\_\_\_  
Owner

Date: \_\_\_\_\_

**2-10 HOME BUYERS WARRANTY PROGRAM  
EIGHT AT CROISSANT PARK, BROWARD COUNTY, FLORIDA**



**SELECT**  
HOME WARRANTY  
SHIELD YOUR WALLET



  
TheTop10 Sites

  
Top10 Home Warranty

  
Editor's Choice  
Top10.com

  
2021 EDITOR'S CHOICE

  
BEST OF HOME WARRANTY



## How does it work?

With Select Home Warranty, it's easy to get service for your covered home system components and appliances. Just follow these easy steps below when a covered breakdown occurs:



### 1. CONTACT US

Check your Agreement to verify the item is covered by your Select Home Warranty. If it is, visit [selecthomewarranty.com](http://selecthomewarranty.com) to place a service request or call our 24/7 customer service line toll-free at 855-267-3532.



### 2. CONTRACTOR ASSIGNED

Select Home Warranty will assign a service contractor to handle your covered request. If we have your email address, we will send you a confirmation verifying the request has been received by the service contractor.



### 3. SCHEDULE SERVICE

A service contractor will contact you by phone to schedule an appointment time during normal business hours to visit your home and diagnose your covered item.



### 4. RELAX

When the service contractor arrives at your home, you pay a Trade Service Call Fee. This is a fee paid per service trade (plumber, electrician, etc.), and is typically less than their standard service rates.

\*See terms and conditions for limitations



SINGLE FAMILY HOMES



CONDOS AND TOWNHOMES



1, 3, AND 5 YEAR  
WARRANTY OPTIONS



MOBILE HOMES



DUPLEX, TRIPLEX AND FOURPLEX



NEW CONSTRUCTION

AC, Average Repair



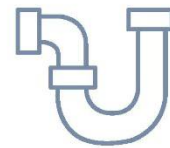
Oven



Heat



Plumbing System



Water Heater



Washer





# Sample Home Warranty Plan

1. In consideration for your payment to Select, and subject to all of the terms of this Agreement, Select will **arrange for a qualified service contractor and/or technician ("Independent Service Technician") to repair the systems and appliances covered under this Agreement, when they become inoperable due to normal wear and tear.**

2. This Agreement only covers systems and appliances in single-family dwelling, individual condominium units, town houses and modular homes, multi-family homes' prices vary. Only those systems and appliances properly and permanently installed and located within the living area of the home will be covered. This Agreement will not cover systems or appliances within (i) commercial properties, (ii) residential properties used for business purposes, including, but not limited to, dwellings used for rest homes, day care centers, schools and/or professional offices; and (iii) common areas of condominiums, multi-family houses and/or cooperatives (iv) foreclosed/short sale. This Agreement will not cover any system or appliance designated by the manufacturer as being used for commercial use.

4. Term. The term of Your service contract, as set forth in this Agreement, shall begin thirty (30) days following **Select's receipt of all outstanding payments and premiums due to Select are received by Select ("Effective Date")** please add an additional 5 days for credit/debit card payments. In the event Select does not receive all outstanding payments and/or premiums outstanding, for any reason, Your service contract term will not begin. **Your service contract will begin on the Effective Date and remain in effect for one (1) calendar year following the Billing Date ("Termination Date").** Coverage waiting period may be expedited with proof of prior coverage's expiration date provided there was no lapse in coverage.

## 5. Claims Procedure.

5.1. Before Making a Claim. Prior to making a claim you should:

(i) Immediately contact the proper authority in the event the malfunctioning appliance or system has the potential to cause injury to You or anyone else present in or near your home;

(ii) Shut down the malfunctioning appliance or system to prevent further damage; and

(iii) Determine if the malfunctioning appliance or system is covered under this Agreement.

5.2. If Covered. If this Agreement covers the malfunctioning appliance or system, you **MUST** contact Select PRIOR to obtaining service on the malfunctioning appliance or system. Your failure to contact Select prior to obtaining service may render your claim invalid. Select will not reimburse You if You use your own service technician **without first obtaining Select's prior authorization.**

5.2.1 Select Service Call Fee/Deductible. Each time a independent service technician is scheduled and dispatched to Your home, You will be required to pay the Select Service Call Fee in the amount of \$ Dollars. You will be required to pay the Select Service Call Fee regardless of whether all or part of the claim is granted, excluded, limited or denied by Select. You will be required to pay the Select Service Call Fee once the Independent Service Technician begins travelling to your home, a separate service call fee will be charged for each issue, regardless of whether you are able to provide access to your home for the independent Service Technician or if you cancel the appointment while the Independent Service Technician is travelling to your home. Additional charges may apply to the Select Service Call Fee. The Select Service Call Fee, which must be paid at the time and place of appointment, shall be paid by You to the Independent Service Technician or directly to Select, at Select's option. In the event You fail to pay the Select Service Call Fee, you will not be able to schedule any additional service calls and your home service contract will be suspended until all outstanding fees are paid in full. Suspension of your home service contract will not alter or extend the Termination Date of your home service contract.

5.3. Contact Information. A Select representative can be reached by telephone at 888-967-1823 or by email at [info@selecthomewarranty.com](mailto:info@selecthomewarranty.com)

5.4. Non-Emergency Claims. To make a claim for repair you must contact Select within 3 days following discovery of the malfunctioning and/or inoperability of the system or appliance. The Independent Service Technician will be instructed to provide repair of the appliance or system within two (2) days during normal business hours and four(4) days on weekends and holidays following submission of the claim. If covered by this agreement, the system and/or appliance repaired will be paid for by Select within a reasonable time following submission of the claim. Select will not be liable for any delay in the repair of the inoperable appliance or system.

5.5. Emergency Claims. In the event of an emergency, in order for Select to make a determination if the system and/or appliance causing the emergency is covered under this Agreement, You must contact Select prior to **having the repair/replacement work performed. In the event the emergency pertains to gas, fire or has the potential to cause injury to You or anyone else present in or near your home, you should take all reasonable steps, including, but not limited to, vacating the premises and contacting the proper authority to ensure the safety of You and those present. Once the determination is made by the proper authority that your home is safe to re-inhabit, You must contact Select immediately and advise them of this claim.**

## 6. Covered Systems and Appliances.

### 6.1 Generally.

**6.1.1. Proper Working Order. All systems and appliances must be in proper working order on the Effective Date of the service contract, as set forth in the schedule page accompanying this Agreement. Any pre-existing conditions or defects causing the malfunction of system or appliance during the term will not be covered by this Agreement. If a defective or malfunctioning system or appliance is discovered by an inspection company prior to the transfer of ownership of the property or by a utility company at the time of the transfer of ownership, said condition shall be deemed a pre-existing condition and not covered under this Agreement.**

6.1.2. Manufacturer's Warranty. All systems and appliances covered under either the manufacturer's, distributor's, or any other express or implied warranty will not be covered under this Agreement.

6.2. Appliances Covered. This Agreement covers the following appliances:

6.2.1 Refrigerator. This Agreement covers one (1) refrigerator located within the kitchen of the covered home. This Agreement covers all modules, components and parts of the refrigerator necessary to the functionality of the refrigerator. (i) control boards (ii) compressor (iii) thermostats (iv) damper control (v) wire harness (vi) evaporator fan motor (vii) condenser fan motors (viii) pressure switches (ix) relays (x) contactors (xi) start assist (xii) thermistors Excluded: (i) sealed system

6.2.2. Oven/Range/Stove Top.

This Agreement covers all modules, components and parts of the gas or electric oven, range and stove top necessary to the functionality of the oven, range and/or stove top. (i) Burners (ii) control boards (iii) thermostats (iv) broilers (v) temp controls (vi) heating elements (vii) igniter (viii) ignition module (ix) spark igniters. Excluded: (i) range hood;

6.2.3. Built-In Microwave.

This Agreement covers all modules, components and parts of the built-in microwave necessary to the functionality of the built-in microwave. Excluded: portable, combo or countertop microwaves.

6.2.4. Dishwasher.

This Agreement covers all modules, components and parts of the dishwasher necessary to the functionality of the dishwasher. (i) Control board (ii) pump (iii) switches (iv) drain pump (v) temp control (vi) heating elements (vii) drain lines Excluded: (i) racks/rollers

6.2.5. Garbage Disposal

This Agreement covers all modules, components and parts of the garbage disposal necessary to the functionality of the garbage disposal.

6.2.6. Clothes Washer/Clothes Dryer.

This Agreement covers all modules, components and parts of the clothes washer and clothes dryer necessary to the functionality of the clothes washer and clothes dryer. (i) Motors (ii) drain pumps (iii) control boards (iv) gas valves (v) heating elements (vi) igniters (vii) thermostats (viii) fuses (ix) wire harness (x) ignition modules (xi) tub assembly (xii) tub bearings (xiii) motor bearings Excluded:

6.2.7. Water Heater. This Agreement covers all modules, components and parts of the water heater necessary to the functionality of the water heater. (i) Control board (ii) thermostats (iii) gas valves (iv) burner assembly (v) heating elements (vi) pressure switches (vii) thermocouple (viii) ignition module (ix) and igniter

Excluded: solar or tankless water heating systems, leaks and pumps.

Systems Covered. This agreement covers the following systems:

6.3.1. Plumbing System. This Agreement covers the following plumbing system components: (i) line leaks in water, drain, waste or vent lines not caused by damage resulting from freezing or from roots, (ii) line breaks in water, drain, waste or vent lines not caused by damage resulting from freezing or from roots, (iii) toilet bowls; (iv) toilet tanks; (v) toilet flushing mechanisms; (vi) angle stops; (vii) risers;

Excluded: (i) water softeners; (ii) slab leaks; (iii) polybutylene pipes.

6.3.2. Plumbing Stoppages. This Agreement covers stoppages in drain, vent and sewer lines up to 100 feet from access point, except if caused by roots. Mainline stoppages are only cleared when there is an accessible ground level clean out.

This Agreement does not cover Stoppages caused by collapsed, damaged or broken drain, vent or sewer lines outside the confines of the main foundation if the home. Stoppages due to roots or foreign objects. If the lines are broken or infiltrated by roots or are otherwise stopped by roots, even if the break, infiltration or stoppage is within 100 feet from the access point, it is not covered. Access to drain or sewer lines from the vent or the removal of the water closet. Costs to locate, access or install a ground level clean out. Septic tanks.

6.3.3. Heating System. This Agreement covers ALL module, components and parts of the heating system necessary to the functionality of the heating system. This Agreement covers the primary heating system of the covered home. (i) Condenser Fan motors; (ii) compressors; (iii) condensers (iv) thermostats (v) Capacitors (vi) relays (vii) Contactors (viii) pressure switch (ix) thermostat (x) cut in switches (xi) transformers (xii) inducer motors (xiii) defrost boards (xiv) Blower motors (xv) heating elements (xvi) igniters (xvii) ignition modules (xviii) burner assembly (xix) pressure switches (xx) thermocouple.

Excluded: solar heating systems or zone systems or wall units or the components thereof, (i) air cleaners; (ii) humidifiers; (iii) flues; (iv) coils; (v) heat exchanger; (vi) geothermal heating/cooling units; (vii) pumps

6.3.4. Electrical. This Agreement covers the following electrical system components: (i) wiring; (ii) service panels; (iii) sub-panels (iv) switches; (v) breakers; (vi) outlets; (vii) junction boxes; (viii) ground fault

**Interruption; This Agreement does not cover damage to the electrical system caused by flood, fire, water, rust. This Agreement does NOT cover the following list of modules, components and parts relating to the electrical system: (i) fixtures; (ii) inadequate wiring capacity; (iii) attic/exhaust fans; (iv) damage caused by a power surge; (v) damage caused by a power failure (vi) wire tracing;**

Excluded: (i) crushed ductwork; and (ii) improperly sized ductwork/duct system.

6.3.5. Ducts. This Agreement covers all ducts from heating and/or cooling unit to the point of attachment at registers or grills.

Excluded: (i) crushed ductwork; and (ii) improperly sized ductwork/duct system.

**6.3.6. Air Conditioning (Central). This Agreement covers the primary floor air conditioning unit of the covered home. This Agreement covers the following air conditioning components: (i) Condenser Fan motors; (ii) compressors; (iii) condensers; and (iv) thermostats. (v) Capacitors (vi) relays (vii) Contactors (viii) pressure switch (ix) thermostat (x) cut in switches (xi) transformers (xii) Start Assist (xiii) defrost boards (xiv) Blower motors**

Excluded: window, wall, portable air conditioning units. This Agreement does not cover (i) Freon; (ii) geothermal systems; (iii) air filtration systems; (iv) humidifiers; (v) condensation leaks; (vi) mismatched systems; (vii) freon leaks; (viii) damage caused by freon leak.

6.3.7. Garage Door Opener. This Agreement covers the following garage door opener components: (i) control board; (ii) motors; (iii) chains; (iv) belts; (v) gears; (vi) pulley; (vii) sheave fork; (viii) axle bolts; and (ix) switches.

Excluded: (i) garage doors; (ii) springs; (iii) brackets; (iv) tracks; (v) rails;

**6.3.8. Ceiling Fan. This Agreement covers all modules, components and parts of ceiling fan affixed in the covered home necessary to its functionality.**

Excluded: (i) lights

6.4. Additional Coverage Options. The following is a list of covered systems and appliances which You have the option to purchase from Select. The following components will only be covered if You advise Select that you wish to add the additional home warranty coverage and Select is in receipt of the additional payment for said coverage. You may purchase the additional for up to thirty (30) days following the Purchase Date of the home warranty coverage but coverage for the additional coverage option will not take effect until payment is received by Select for the additional coverage and the addition coverage will terminate on the Termination Date.

**6.4.1. Plumbing and Lighting Fixtures. Plumbing fixtures: faucets filter, showers head, shower arm, electrical switches, smoke detector, florescent fixtures, Outlets, Dials, Knobs, Cartridges.**

6.4.2. Limited Roof Leak. This Agreement applies to roof leak repairs over the occupied living area of single family homes only. This Agreement covers the roof leaks only.



Excluded: (i) patios;(ii) metal roofs; (iii) shingles;(iv) cracked and/or missing material; (v) tiles; (vi) tar and gravel; (vii) flat or built-up roofs; (viii) structural leaks; (ix) gutters; (x) downspouts; (xi) skylights; (xii) flashing;(xiii) solar components; (xiv) attic vents; (xv) satellite components; (xvi) antennae; and (xvii) chimney components. This Agreement does not cover repairs requiring partial or complete replacement of the roof.

6.4.3. Pool/Spa Equipment. This Agreement applies to the following list of pool/spa components: (i) pumping system; (ii) filtration system; (iii) heating system. This Agreement covers both the pool and/or hot tub or spa if they use common equipment. In the event the pool and spa or hot tub do not use the common equipment, then only one will be covered.

Excluded: portable pools, spas or hot tubs. (i) computerized control boards; (ii) heat pumps; (iii) leaks.

6.4.4. Well Pump. This Agreement covers all components of well pump, provided the well is the primary water source to the covered home.

Excluded: (i) holding and storage tanks; (ii) piping or electrical lines (iii) booster pumps;

6.4.5. Sump Pump. This Agreement covers all components of sump pump for ground water, provided the pump is within the foundation of the covered home.

Excluded: (i) portable pumps; and (ii) sewer ejector pumps.

6.4.6. Central Vacuum. This Agreement covers all modules, components and parts of central vacuum system necessary to its functionality.

Excluded: (i) clogged pipes;

6.4.7. Second Refrigerator. This Agreement covers all modules, components and parts of the refrigerator necessary to the functionality of the refrigerator. (i) control boards (ii) compressor (iii) thermostats (iv) damper control (v) wire harness (vi) evaporator fan motor (vii) condenser fan motors (viii) pressure switches (ix) relays (x) contactors (xi) start assist (xii) thermistors

Excluded: (i) sealed system

6.4.8. Stand Alone Freezer. This Agreement covers all modules, components and parts of a stand alone freezer necessary to its functionality. (i) control boards (ii) compressor (iii) thermostats (iv) damper control (v) wire harness (vi) evaporator fan motor (vii) condenser fan motors (viii) pressure switches (ix) relays (x) contactors (xi) start assist (xii) thermistors

Excluded: (i) sealed system

6.4.9. Lawn Sprinkler System. This Agreement covers all mechanical components that affect operation.

Excluded: lack of water pressure. Damage due to (i) freezing; (ii) heads.

6.4.10. Septic System Coverage. Aerobic pump, sewage ejector, jet pump, septic tank

Excluded: Tile fields and leach beds, leach lines, lateral lines, insufficient capacity, clean out, pumping.

6.4.11. Refrigerator's Ice Maker. This Agreement covers all components and parts. (i) ice maker (ii) motor (iii) thermostat

Excluded: (i) Stand alone ice maker, (ii) dispenser, (iii) valves (iv) water line.

7. Independent service technicians. Select has the exclusive right to select a service technician to perform the necessary repair and/or replacement services. Select will not reimburse You in the event a service technician performs, or attempts to perform, any repair and/or replacement services without first being authorized by Select. If you experience any difficulties or have any disputes with a Independent service technician, you must contact Select immediately.

8. Select's Option. Select shall have the sole and exclusive option to:

(i) Select the Independent service technician to perform repair and/or replacement services;

(ii) In the event a covered system or appliance is deemed irreparable or it is not cost effective to repair, Select may replace the system or appliance with a system or appliance of like capacity, the price of which shall not exceed the depreciated value of the system or appliance being replaced;

(iii) In lieu of replacing a system or appliance that is deemed irreparable or it is not cost effective to repair, said determination being made by Select, Select may choose to pay a cash settlement for the irreparable component of the system or appliance. Select is not responsible for installation. The cash settlement shall be in an amount not to exceed the depreciated value of the component/appliance being replaced;

(iv) Select the manufacturer, make and model of any replacement parts used in the repair of the defective system or appliance; and

(v) Obtain a second opinion with regard to the cost of replacement without any additional cost to You.

9. Exclusions to Coverage.

9.1 Exclusions Generally. The following is a list of systems and/or appliances that are NOT covered by this Agreement. In the event this paragraph conflicts with any other provisions in this Agreement, this paragraph shall be controlling.

9.1.1. Hazardous Material. This Agreement does not cover any systems, appliances and/or services relating to hazardous or toxic material including, but not limited to, acids, asbestos, lead and lead based products, red-tagged units, gas leaks, carbon monoxide leaks, and any other hazardous contaminants.

9.1.2. This Agreement does not cover any systems or appliances that have had previous repair or that require repair as a result of improper installation, previous repair, damage caused by any construction activity, improper wiring, inadequate or lack of capacity, power failures, power surges, overloads, missing parts, failure to properly maintain, failure to properly clean, neglect, misuse, corrosion, rust, sediment and any modification to the system or appliance. You are responsible for providing annual maintenance and cleaning by a licensed technician on covered items to ensure continued coverage on such items. Select reserves the right and may request prior years (3) maintenance records and/or pictures, without proper maintenance records and pictures the maximum payout on any system/appliance is upto \$150.00. For example: heating and a/c systems require periodic cleaning and/or replacement of filters and cleaning of evaporator and condenser coils. Water heaters require periodic flushing. This policy covers mechanical breakdowns, it does not cover shelves, door handles, doors, hinges, knobs and buttons, door seals, freon, damage caused by freon leak, displays, latches, timers, leveling equipment, clogged drains or lines, cosmetic issues, gaskets, leak searches, lights, noise, refrigerants, valves, dispensers, installation, electrical failures, upgrades.

9.1.3. Acts of Nature. This Agreement does not cover systems or appliances that require repair as a result of Acts of Nature.

9.1.4. Foundation/Structure. This Agreement does not cover any damage and/or defects to the structural components of the covered home, including, but not limited to, the foundation and any beams of the covered home.

9.1.5. Manufacturer's Defect. This Agreement does not cover any system or appliance that has malfunctioned as a result of the manufacturer's defect, recall and/or defective materials or parts.

10. Select's Liability.

10.1 Select will not be responsible for matching a system or appliances color, brand, or dimensions and only is responsible for repairing and/or replacing systems or appliances of similar capacity and efficiency. The following guidelines will be implemented to provide a repair/replacement allowance. For heating or cooling equipment (hvac), the repair/replacement allowance is up to \$2000. For appliances, plumbing and electrical (non-heating or cooling) the repair/replacement allowance is \$500. For additional coverage options the repair/replacement allowance is \$400. If Freon coverage is selected as an option the limit is \$250.

10.2. Removal/Disposal. Select will not be responsible for any costs associated with the removal and/or disposal of any system and/or appliances repaired, or any waste or debris associated with the repair and/or replacement services.

10.3. Local/State/Federal Government Violation. Select will not be responsible for repair of any system or appliance which said repair would violate any local, state and/or federal laws, rules, codes or regulations. If a system or appliance cannot be repaired or replaced without violating a local, state or federal law, rule, code or regulation, then Select's liability will be limited to a cash settlement which shall be in an amount not to exceed the depreciated cost of the product in need of repair. If a violation of any local, state and/or federal law, rule, code or regulation is discovered before or during the repair service, Select will not be required to initiate and/or complete the repair service until the violation and/or potential violation is corrected by You. Select will not be responsible for any additional costs associated with the correction of the violation and/or potential violation. Select will not be responsible for any improvements, services and/or costs required to comply with any local, state and/or federal laws, regulations, ordinances.

10.4. Access. It is your responsibility to provide access to the system or appliance in need of repair.

10.5. Delay. Select will not be responsible for delays in repairing or replacing a system or appliance resulting from events beyond its control.

11. Hold Harmless. You shall keep, save and hold harmless Select from any and all damages and liability arising out of any fault or negligence by You or any failure on Your part to comply with any of the covenants, terms and conditions herein contained. In case Select shall, without fault on its part, be made a party to any litigation commenced by or against You. You shall protect and hold Select harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Select in connection with such litigation. You shall also pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by Select in enforcing the covenants and terms of this Agreement. We are not liable for the negligence or other conduct of the Service Provider, nor are We an insurer of Service Provider's performance.

11.1. Change to Terms of Service. Select Home Warranty reserves the right to revise Terms of Service at any time and users are deemed to be apprised of and bound by any changes to these Terms of Service.

12. Consequential Damages. This Agreement does not provide coverage for damage caused by a malfunctioning or inoperable appliance or system, including, but not limited to, water, fire and mold spores. Select, its employees, agents, shareholders or parent company shall in no way be responsible for any damages, whether in contract or tort, for any malfunctioning or inoperable appliance or system.

13.1. Cancellation by Select. Select may cancel this Agreement, therefore voiding this Agreement if it is deemed that You have either:

(i) Fraudulent conduct by You;

(ii) Misrepresentations by You;

(iii) Failed to make the require payments to Select;

(iv) Upon mutual agreement between You and Select. In the event Select agrees to allow You to cancel after the thirtieth day, the You shall be entitled to a pro rata refund of payments made regarding Your home service contract for the remaining term, less an administrative fee and any service costs incurred by Select.

13.2. Cancellation by You. You may cancel this Agreement within thirty (30) days from the Order Date of this Agreement, as set forth on the schedule page accompanying this Agreement. In the event you cancel within the thirty (30) day period, the You shall be entitled to a full refund if and only if, no service has been provided under the contract. After the thirtieth day, you may receive a refund pro-rated at the non-discounted annual plan cost. A \$75 cancellation fee will be charged and any service costs incurred by Select Home Warranty.

14. Renewal-Transfers. In the event You wish to renew this Agreement for an additional term, as set forth in the schedule page accompanying this Agreement. You must contact a Select representative prior to the expiration of your current term. You will be notified by a Select representative as to the new rates and the new terms of coverage. Select reserves the right to deny your request for renewal for any reason and change the rate and terms of coverage for the renewed term. If the covered property changes ownership during the contract term, please call 888-967-1823 for further information to transfer coverage to the new owner.

14.1. Automatic Renewal. In the event You select the monthly payment option and Select elects to renew your contract, Select will notify You of the rate and term for the renewal period during the tenth month of Your contract and You will be automatically renewed for an annual coverage period unless you notify Select in writing thirty (30) days prior to the Termination Date. Your first payment for the renewed term will be deemed as authorization for another twelve (12) month term.

15. Arbitration. Any disputes resulting from this Agreement or any dispute resulting to Select's home service contract shall be construed and enforced under the laws of the State of New Jersey. You hereby submit to the jurisdiction of the courts of New Jersey, and waive any objection to venue with respect to actions brought in such courts.

16. Severability. If any provision of these Terms and Conditions is held invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall in no way be affected or impaired thereby.

terms may vary state to state/ Texas Customers Policy administered by XPD/Select Home Warranty ■



## About Select Home Warranty

### What is a Home Warranty?

It's a one-year service agreement that covers the repair or replacement of many major home system components and appliances that typically break down over time due to normal wear and tear.

Whether you are buying or selling a house, moving can be hectic. A home warranty specifically designed for residential real estate transactions can give you one less thing to worry about — and help keep your home protected from the expense of unexpected covered repairs during this process.

### What's the difference between a Home Warranty and Home Insurance?



#### Home Warranty

A home warranty helps protect homeowners against breakdowns. It will help protect a homeowner's budget against the costs of unexpected covered breakdowns or repairs on items in the home such as:

- Major home systems such as furnace, central air unit, electric, plumbing, and water heater
- Two of our three buyer plans include coverage on common household appliances such as refrigerator, washer, dryer, dishwasher, and oven
- There are even options for the buyer to add coverage on items such as pool, spa, and guest unit



#### Home Insurance

Homeowners sensibly protect their homes with homeowners insurance. In the event a catastrophe happens, the homeowners insurance will kick in to provide coverage for the structure and personal belongings inside the home.

NOTE: Home insurance policies may vary; please refer to your insurance agent for details on your home's policy.

### Why should you choose Select Home Warranty



With a Select Home Warranty you have access to industry leading expertise. Our commitment to customer service is our top priority. You can expect the best, every time.

- You can call or email us 24 hours a day, 365 days a year
- Average home owner uses their plan 2+ times a year
- Select Home Warranty offers and maintains a network of professional service contractors

#### Contract # or Order Confirmation #

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 Name(s)

Phone Number Email Address

Listing Start Date Listing End Date

Buyer Name(s)

Closing Date Phone Number Email Address

#### 1. PLANS AND PRICING

Platinum Plan	\$550	<input type="checkbox"/>
Gold Plan	\$480	<input type="checkbox"/>
Bronze Plan	\$480	<input type="checkbox"/>
Multiple Units Options		
Duplex- Additional	\$899	<input type="checkbox"/>
Triplex- Additional	\$1299	<input type="checkbox"/>
Fourplex- Additional	\$1699	<input type="checkbox"/>
Multi-Year Option		
2 Year	\$899	<input type="checkbox"/>
3 year 6 Months	\$1350	<input type="checkbox"/>
5 Year 12 Months free (6 years)	\$2250	<input type="checkbox"/>
Trade Fee	\$80	<input type="checkbox"/>

#### 2. ADDITIONAL SYSTEMS AND COMPONENTS

Pool	\$100	<input type="checkbox"/>
Salt Water Pool	\$179	<input type="checkbox"/>
Central Vacuum	\$40	<input type="checkbox"/>
Second Refrigerator	\$40	<input type="checkbox"/>
Sump Pump	\$40	<input type="checkbox"/>
Well Pump	\$40	<input type="checkbox"/>
Tankless Water heater	\$90	<input type="checkbox"/>
Roof Leak	\$100	<input type="checkbox"/>
Stand Alone Freezer	\$40	<input type="checkbox"/>
Lawn Sprinkler System	\$70	<input type="checkbox"/>
Septic System	\$70	<input type="checkbox"/>
Ice Maker (In Refrigerator)	\$80	<input type="checkbox"/>
Lighting Fixtures/Plumbing Fixtures	\$50	<input type="checkbox"/>
Additional AC Unit (each)	\$70	<input type="checkbox"/>
Additional Heat/Furnace (each)	\$70	<input type="checkbox"/>
Additional Water Heater (each)	\$50	<input type="checkbox"/>
Spa	\$70	<input type="checkbox"/>

#### 3. TOTAL DUE AT CLOSING

Total All Fees (Sections 1 and 2) \$ \_\_\_\_\_

For Multi-year discount pricing, multiply total by number of years

\$ \_\_\_\_\_ x \_\_\_\_\_ = \_\_\_\_\_

Total of All Fees Number of Years Total Price

Warranty Funded By:  Seller  Buyer  Other

Please make/send checks payable to:

Select Home Warranty, 1 International Blvd Suite 400 Mahwah, NJ 07495

**DO NOT CALL A CONTRACTOR YOURSELF TO FILE A CLAIM CALL: 855-267-3532**

Coverage is subject to a trade service call fee up to your deductible of \$100.00 per service call. See trade agreement for the full and complete deductible in purchased. Additional charges may apply to certain repairs or replacements.

# Coverage Plans

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COVERED ITEMS	GOLD CARE	PLATINUM CARE	BRONZE CARE
A/C, Cooling	★	★	
Plumbing System	★	★	
Plumbing Stoppage	★	★	
Heating System	★	★	
Electrical System	★	★	
Water Heater		★	
Clothes Washer		★	★
Clothes Dryer		★	★
Refrigerator		★	★
Stove/Oven		★	★
Microwave Oven (Built in)		★	★
Cooktop		★	★
Garbage Disposal		★	★
Dishwasher		★	★
Ceiling Fan		★	★
Garage Door Opener		★	★
Ductwork		★	★



# SELECT

HOME WARRANTY  
SHIELD YOUR WALLET



We'll make sure you get  
the job done.