



800.839.1849

Price below is for single family dwellings under 5,000 square feet. Call to obtain a quote on alternate dwelling types.

Buyer Coverage  \$395

A trade service call of \$79.95 will be charged per repair visit and/or item. Additional charges may apply to certain repairs and replacements. See coverage terms.

Step One: Select your optional coverage

- Ice Maker  \$15
- Stand-Alone Freezer  \$35
- Swimming Pool Equipment  \$150
- Spa Equipment\*  \$145
- Washer / Dryer  \$75
- Well Pump  \$85

\* Spa option required if pool and spa run on separate systems

Step Two: Tell us about yourself

Property address to be covered:

Address:

City:  State:  Zip:

Heat Source:  Natural Gas  Propane  Oil Heat  Electric / Heat Pump

Please check appropriate box for initiating agent

Seller Information

Seller Name:

Phone Number: (  )

Email:

Mailing address:

City:  State:  Zip:

Real Estate Company:

Agent Name:

Email:

Phone Number: (  )

Listing Exp. Date:  (mm/dd/yyyy)

Buyer Information

Buyer Name:

Phone Number: (  )

Email:

Mailing address:

City:  State:  Zip:

Real Estate Company:

Agent Name:

Email:

Phone Number: (  )



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**Closing Company Information**

Closing Company Name:

Phone Number: (  )

Fax Number: (  )

Estimated Closing Date:  (mm/dd/yyyy) Closing No.

Closing Rep Name:

Email:

The total warranty plan fee (including basic coverage and any optional coverage items selected) is due and payable to SHW. Buyer coverage is paid at closing. The warranty plan fee includes a service fee payable to the above named real estate company for administrative and other services performed in the placement of the plan, including promoting, selling, processing and advertising the plan. **When a covered item breaks down** due to normal wear and tear, contact Shipley Home Warranty Plan. Shipley Home Warranty Plan will contact an authorized service contractor who will call you to schedule a convenient time to diagnose the problem. Please do not call a contractor yourself. Shipley Home Warranty Plan will not reimburse for work performed without its prior approval.

**Step Three: Please check the appropriate box(es) and sign**

I desire:

- The Shipley Home Warranty Plan **(checked above)** \$
- Optional Coverage Total **(checked above)** \$

<b>Contract Total*</b>	\$ <input type="text"/>
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\*Sales tax will be added where required by law

To decline the benefits of this coverage. I agree not to hold the above real estate company, broker and/or agents liable for the repair or replacement of a system or appliance that would otherwise have been covered by this warranty plan.

By entering my name below, I agree with the terms and conditions stated in the Shipley Home Warranty Plan contract, and I verify that all information entered on this form is true and complete to the best of my knowledge.

Full Name:

Date:

# Home Warranty Plan

## Coverage Terms

### I. COVERAGE

During the coverage period, SHW will arrange for a qualified service contractor ("Service Provider") to repair or replace the systems and components mentioned as "Included" in accordance with the terms and conditions of this contract so long as they: Are located inside the confines of the main foundation of the home or attached garage (with the exception of the exterior well pump and air conditioning); and become inoperative due to normal wear and tear; and are in place and in good working order on the effective date of this home warranty contract.

This contract only covers single-family homes, town homes and condominiums (including manufactured housing) under 5,000 square feet, unless an alternative dwelling type 5,000 square feet or more, new construction or multiple units is applied for by phoning 1-800-839-1849. Coverage is for owned or rented residential-use property, not commercial property. This contract describes the basic coverage and options available. For the specific coverage detail on your home, see the front of this contract as it relates to Articles IV, V & VI. Coverage includes only the items stated as included and excludes all others. Coverage is subject to limitations and conditions specified in this contract. Please read your contract carefully. Note: this is not a contract for insurance.

### II. COVERAGE PERIOD

A. Buyer's coverage begins at close of sale, provided plan fee is paid to SHW, and continues for one (1) year after the close of sale.

### III. SERVICE CALLS. FOR SERVICE CALL: 1-800-839-1849

A. Service calls may be placed 30 days after contract date and payment is received SHW will dispatch your call Monday-Friday 8am to 4pm to a Service Provider (within 48 hours on weekends and Holidays unless such constitutes an emergency). SHW repairs will be done Monday-Friday 8am to 4pm. SHW will determine what constitutes an emergency and will make reasonable efforts to expedite emergency service (emergency is usually considered to be loss of life or peril). If SHW is to perform non-emergency service outside normal business hours, you will be responsible for any additional fees and/or overtime charges.

B. SHW has the sole and absolute right to select the Service Provider to perform the service; and SHW will not reimburse for services performed without its prior approval, or for services performed by another Service Provider.

C. You will pay \$79.95 for each trade service call, ("Service Fee"). The Service Fee is for each visit and/or per item by an SHW approved Service Provider, except as noted in this Article III (E.) Failure to pay the Service Fee will result in suspension of coverage until such time as the proper Service Fee is paid. At that time, coverage will be reinstated, but the contract period will not be extended. Note additional Service Fees may be necessary if separate Service Provider is needed.

D. If service work performed under this contract should fail, then SHW will provide for the necessary repairs without an additional Service Fee for a period of 90 days on parts and 30 days on labor.

### IV. COVERED SYSTEMS AND APPLIANCES

The following items labeled "Included" are covered. Certain limitations of liability apply to included systems and appliances. (See Articles I, II, III, VI, VII & IX).

#### A. HEATING SYSTEMS OR BUILT-IN WALL UNIT (If Main Source of Heat to Home).

INCLUDED: All components and parts necessary for the operation of the system (including heat pumps which cool or heat the home), except:

EXCLUDED: Baseboard casings - Portable units - Solar heating systems - Fireplaces - Fillers - Electronic air cleaners - Registers - Grills - Heat lamps - Fuel storage tanks - Flues and vents - Humidifiers - Commercial grade equipment.

#### B. DUCTWORK

INCLUDED: Duct from heating unit to point of attachment at registers or grills, except:  
EXCLUDED: Registers and grills - Insulation - Asbestos-insulated ductwork - Flues, vents and breaching.

#### C. AIR CONDITIONING

INCLUDED: Ducted electric central air conditioning, ducted electric wall air conditioning and water evaporative coolers - All components and parts, except:  
EXCLUDED: Gas air conditioning systems - Condenser casings - Registers and grills - Fillers - Electronic air cleaners - Window units - Non-ducted wall units - Water towers Humidifiers - Individual units that exceed 5 Tons - Improperly sized units - Chillers Commercial grade equipment.

#### D. PLUMBING SYSTEM

INCLUDED: Leaks and breaks of water, drain, gas, waste or vent lines, except if caused by freezing or roots - Toilet tanks, bowls and mechanisms (replaced with builder's standard as necessary), toilet wax ring seals - Valves for shower, tub, and diverter angle stops, rinses and gate valves - Permanently installed sump pumps (used for storm water only) - Built-in bath tub whirlpool motor and pump assemblies, except:  
EXCLUDED: Stoppages/clogs - Storm and Sewer drain systems and tiles - Collapse of or damage to water, drain, gas, waste or vent lines caused by freezing, settlement and/or roots - Fixtures - Bathtubs and showers - Shower enclosures and base pans - Bathtub drain mechanisms - Sinks - Toilet lids and seats - Cabling or grouting - Septic tanks - Water softeners - Pressure regulators - Inadequate or excessive water pressure - Flow restrictions in fresh water lines and cast iron drain lines caused by rust, corrosion or chemical deposits - Sewage ejector pumps - clogs of Sewer systems - Holding or storage tanks - Saunas or steam rooms - Back-up sump pump systems - Polybutylene piping - Exterior hose bibs.

#### E. WATER HEATER (Gas, Oil or Electric)

INCLUDED: All components and parts, including circulating pumps, except: EXCLUDED: Low boy and/or squat water heaters - Solar water heaters - Solar components - Fuel, holding or storage tanks - Noise - Energy management systems - Flues and vents - Commercial grade equipment - Rust and damage due to rust.

#### F. ELECTRICAL SYSTEM

INCLUDED: All components and parts,  
EXCLUDES: Ceiling Fans - Fixtures - Carbon monoxide alarms, detectors or related systems - Radon systems - Intercoms - Inadequate wiring capacity - Solar power systems and panels - Direct current (D.C.) wiring or components - Attic fans - Commercial grade equipment - Damages due to power failure or surge, or loads greater than the system's design. See Section VI G.

#### G. KITCHEN APPLIANCES; This covers one of each primary Appliance under this section.

##### DISHWASHER (built-in or Portable)

INCLUDED: All components and parts, except: EXCLUDED: Racks - Baskets - Rollers - Door seals.

##### GARBAGE DISPOSAL

INCLUDED: All components and parts, including entire unit.

##### BUILT-IN MICROWAVE OVEN

INCLUDED: All components and parts, except: EXCLUDED: Interior linings - Door glass - Clocks - Shelves - Portable or counter top units - Meat probe assemblies - Rotisseries Door seals - Lighting and handles.

##### RANGE/OVEN/COOKTOP (Gas or Electric; Built-in, Portable or Free Standing)

INCLUDED: All components and parts, except: EXCLUDED: Clocks (unless they affect the cooking function of the oven - Meat probe assemblies - Rotisseries - Racks - Handles - Knobs - Sensi-heat burners will only be replaced with standard burners - Door seals - Lighting.

##### TRASH COMPACTOR (Built-in or Portable)

INCLUDED: All components and parts, except: EXCLUDED: Lock and key assemblies - Removable buckets - Door seals.

#### H. DOORBELLS

INCLUDED: All components and parts.

#### I. EXHAUST FANS

INCLUDED: Motors - Switches - Controls - Bearings - Blades. EXCLUDED: Whole house fans - Belts - Shutters - Filters - Attic Fans.

#### J. CENTRAL VACUUM

INCLUDED: All mechanical system components and parts, except: EXCLUDED: Duct work Blockages - Accessories.

#### K. FIRE ALARM SYSTEMS

INCLUDED: All components and parts, except: EXCLUDED: Any wiring or parts located outside the main confines of the foundation of the home - Batteries - Video cameras - Video monitors - Sprinkler alarms & systems.

#### L. GARAGE DOOR SYSTEMS

INCLUDED: All components and parts, except:  
EXCLUDED: Garage doors - Infrared sensors - Chains - Tracks - Rollers - Springs - Remote receiving/Transmitting devices.

#### M. KITCHEN REFRIGERATOR

INCLUDED: All components and parts, including integral freezer of primary kitchen unit, except:  
EXCLUDED: Racks - Shelves - Ice makers, ice crushers, beverage dispensers and respective equipment - Interior thermal shells - Freezers which are not an integral part of the refrigerator - Food spoilage - Door seals - Lighting and handles - Units moved out of the kitchen.

### V. OPTIONAL COVERAGE AVAILABLE

#### A. POOL AND/OR SPA EQUIPMENT

INCLUDED: Both pool and spa (including exterior hot tub and whirlpool) are covered if they utilize common equipment - If they do not utilize common equipment, then only one or the other is covered unless an additional coverage fee is paid - Coverage applies to all components and parts of the heating, pumping and filtration system, (subject to \$1000) except:  
EXCLUDED: Pool sweep motors - Lights - Liners - Concrete encased or underground electrical plumbing or gas lines - Cleaning equipment - Structural defects Solar equipment - Jets - Fuel storage tanks - Built-in or detachable cleaning equipment.

#### B. ICE MAKER

INCLUDED: All components and parts.

#### C. WELL PUMP

INCLUDED: All components and parts of well pump utilized for main dwelling only, except:  
EXCLUDED: Well casings - Pressure tanks - Pressure switches - Hoisting or removal - Piping or electrical lines leading to or connecting pressure tank and main dwelling - Holding or storage tanks - Redrilling of wells.

#### D. WASHER/DRYER PACKAGE

##### CLOTHES WASHER

INCLUDED: All components and parts, except:

EXCLUDED: Plastic mini tubs - Soap dispensers - Filter screens - Knobs and dials - Damage to clothing - Door seals.

##### CLOTHES DRYER

INCLUDED: All components and parts, except:

EXCLUDED: Venting Lint-screens - Knobs and dials - Damage to clothing - Door seals.

# Home Warranty Plan

## Coverage Terms (Continued)

### VI. LIMITATIONS OF LIABILITY

A. The following are not included in the contract, malfunction or improper operation due to rust or corrosion of any systems or appliances, (including plumbing systems, heating systems, electrical systems, built-in wall units or heat pumps) and/or air conditioning systems/coolers or pools/spas, collapsed ductwork.

B. SHW is not responsible for providing access to or closing access from any covered item which is concrete encased or otherwise inaccessible (i.e., Beneath crawl spaces/wood floors, etc.). SHW will pay no more than \$500 for diagnosis, repair or replacement of any covered components within Section IV, B. (Ductwork) C. (Water Heater) or D. (Plumbing).

C. During the period of Buyer's coverage, SHW will pay no more than \$2,000 per contract term for diagnosis, access, and repair or replacement of any cooling or heating systems.

D. At times it is necessary to open walls or ceilings to make repairs, SHW will not cover the expense to open or close walls, floors or ceilings. SHW is not responsible for restoration of any wall coverings, floor coverings, plaster, cabinets, counter tops, tiling, paint, or the like. SHW is not responsible for the repair of any cosmetic defects or performance of routine maintenance.

E. Electronic or computerized energy management or lighting and appliance management systems are not included.

F. SHW is not liable for consequential or secondary damages. SHW will not contract to perform service involving hazardous or toxic materials or asbestos. SHW is not liable for failure to provide timely service due to conditions beyond its control including, but not limited to, delays in obtaining parts or equipment and labor difficulties. SHW is not liable for damages caused by contracted Service Providers.

G. SHW is not liable for repair of conditions caused by chemical or sedimentary buildup, misuse or abuse, failure to clean or maintain as specified by the equipment manufacturer, missing parts, structural changes, fire, freezing, electrical failure or surge, water damage, products of combustion, lightning, mud, earthquake, soil movement, soil settlement, storms, accidents, pest damage, or acts of God.

H. SHW has the sole right to determine whether a covered appliance, system or component will be repaired or replaced. Parts and replacements will be of similar or equivalent quality and efficiency to those being replaced subject however to limitations stated in this contract. Where replacement equipment of identical dimensions is not readily available, SHW is responsible for providing installation of like quality equipment but not for the cost of construction or carpentry made necessary by different dimensions. SHW is not responsible for upgrade or matching color or brand. SHW is not liable for replacement of entire systems or appliances duets obsolete, discontinued or unavailability of one or more integral parts. However, SHW will provide reimbursement for the costs of those parts determined by reasonable allowance for the fair value of like parts.

I. SHW is not liable for repairs related to adequacy or capacity of appliances, components and systems in the home; improper installation, design or previous repair of appliances, components and systems; problems or failure caused by a manufacturer's defect; or problems caused by alterations or modifications of appliances, components or systems.

J. SHW will not repair or replace commercial grade equipment, systems or appliances.

K. SHW reserves the right to require a second opinion.

L. SHW will not perform normal or routine maintenance. SHW will not pay for repairs for failures that result from the Contract holder's failure to perform normal or routine maintenance. SHW will not be responsible for repairs of systems or components arising from a manufacturer's defect or recall or while still under manufacturer's or distributor's warranties. SHW's responsibilities will be secondary to any other extended or in-home warranties that exist for the included systems, components and appliances.

M. SHW will pay up to \$50 for removal and hauling away of old equipment or appliances. Where available, you may be charged an additional fee by the service vendor for removal and/or disposal of an old system, component or appliance.

N. SHW reserves the right to offer cash back in lieu of repair or replacement in the amount of SHW's actual cost to repair or replace any covered system, component or appliance.

O. SHW will pay no more than \$500 maximum aggregate per contract for diagnosis and repair of each fire alarm system, fan and vacuum.

P. SHW will pay no more than \$1,000 maximum for any plumbing and \$1,000 for any electrical repairs.

Q. SHW will not repair or replace any covered systems or appliances if they are inoperable as a result of preexisting conditions, deficiencies and/or defects.

R. SHW will pay no more than \$10,000 per contract.

S. Coverage limited to \$500 per kitchen appliance for the duration of the contract.

T. This contract supersedes all other SHW contracts.

### VII. BUILDING AND ZONE CODE REQUIREMENTS OR VIOLATIONS

A. SHW will not contract for services to meet current building or zoning code requirements or to correct for code violations, nor will it contract for services when permits cannot be obtained. SHW will not pay for the cost to obtain permits.

B. SHW is not responsible for upgrades or additional costs or expenses that may be required to meet current building or zoning code requirements or correct for code violations. This includes city, county, state, federal and utility regulations and upgrades required by law.

### VIII. MULTIPLE UNITS AND INVESTMENT PROPERTY

A. If the contract is for duplex, triplex, or fourplex dwelling, then every unit within such dwelling must be covered by and SHW contract with applicable optional coverage for coverage to apply to common systems and appliances.

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

C. Except as otherwise provided in this section, common systems and appliances are excluded.

### IX. TRANSFER OF CONTRACT & RENEWALS

A. If your included property is sold during the term of this contract you must notify SHW of the change in ownership and submit the name of the new owner by phoning 1-800-839-1849 in order to transfer coverage to the new owner.

B. This contract may be renewed at the option of SHW and where permitted by state law.

### X. CANCELLATION

This contract shall be non-cancelable; except SHW may cancel for:

A. Nonpayment of contract fees;

B. Fraud or misrepresentation of facts material to the issuance of this contract;

C. If coverage is canceled after service has been performed, and the policy fee has not yet been paid, policy holder will be responsible for purchase of policy, or reimbursement to SHW for service costs incurred, whichever is less.

D. SHW is a nonrefundable contract after the first 30 days.