



CONTRACTOR SERVICE PACK

1. Contractor agrees to contact the homeowner within 3 hours upon receipt of a work ticket from Landmark Warranty.
2. Contractor agrees to initiate service under normal circumstances within 48 hours of receipt of work ticket from Landmark.
3. Contractor agrees to obtain authorization from Landmark before any repairs if total will exceed **\$150.00**
4. Contractor will not subcontract or transfer any work.
5. Contractor will provide evidence of liability and Workers Compensation Insurance to Landmark Home Warranty.
6. Contractor will be qualified/licensed under applicable laws and regulations to perform work assigned.
7. Landmark Home Warranty will not be held liable for any associated work performed.
8. Contractor will guarantee work performed for a minimum of 30 days and all parts replaced for a minimum period of 90 days from completion of assigned work.
9. Work performed shall meet trade industry standards. All materials will be comparable quality to those being replaced.
10. Contractor is responsible for licensing and permits as required by applicable governmental agencies.
11. Landmark Home Warranty has the right to cancel this agreement at anytime for any reason.
12. Contractor agrees to notify Landmark Home Warranty of any condition or malfunction that is not the result of normal wear and tear and report any and all findings to Landmark Home Warranty only.

CONTRACTOR INFORMATION

COMPANY NAME _____

MAILING ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

TELEPHONE # (____) _____ FAX # (____) _____ ALTERNATE # (____) _____

CONTACT NAME _____ OWNERS NAME _____

TAX ID # _____ OR SOCIAL SECURITY # _____

RATES AND HOURS

<u>Hours of Operation</u>	<u>Weekdays</u>	<u>Saturday</u>	<u>Sunday</u>
Office Hours	To	To	To
Regular Service Hours	To	To	To
Overtime Hours Provided	To	To	To
Staffing Level:	<input type="checkbox"/> Receptionist <input type="checkbox"/> Voicemail/Pager <input type="checkbox"/> Answering Service <input type="checkbox"/> Mobile Phone <input type="checkbox"/> None	<input type="checkbox"/> Receptionist <input type="checkbox"/> Voicemail/Pager <input type="checkbox"/> Answering Service <input type="checkbox"/> Mobile Phone <input type="checkbox"/> None	<input type="checkbox"/> Receptionist <input type="checkbox"/> Voicemail/Pager <input type="checkbox"/> Answering Service <input type="checkbox"/> Mobile Phone <input type="checkbox"/> None

First Hour Labor Rate \$ _____ (First hour included service call charge, travel time, and 60 minutes in the home.)

Additional 15 Minutes \$ _____ Service Call (if applicable) \$ _____

Overtime 1st Hour Labor Rate \$ _____ (First hour includes service call charge, travel time, and 60 minutes in the home.)

Additional 15 Minutes OT \$ _____

Number of Service Technicians _____

Number of Service Vehicles _____

Trip Charge Yes No

How do you dispatch? 2 Way Radio Mobile Phone Pager

The Contractor understands and agrees to the terms set forth in this agreement.

SIGNATURE _____ **DATE:** _____

CONTRACTOR PAYMENT INFORMATION

Landmark Home Warranty is on a pay schedule, which is a 30-day cycle. We issue checks every other Friday for all invoices received. If you submit an invoice and have not received payment, please do not hesitate to call our accounts payable at 866.306.2999.

LANDMARK HOME WARRANTY WOULD LIKE TO IMPROVE YOUR CASH FLOW!!!

OUR PROPOSAL

Landmark Home Warranty will provide payment for all invoices within 30-days from the date the invoice is received in our office.

INSURANCE AND WORKERS COMPENSATION REQUIREMENTS

We have four requirements in regard to insurance:

1. Contractors providing service for Landmark Home Warranty are required to carry current General Liability Insurance at a minimum of \$500,000.00.
2. Landmark Home Warranty must be named a certificate holder and as additional insured on the policy.
3. Contractors should carry Workers Compensation Insurance or sign a waiver if not applicable.
4. Contractors shall supply Landmark a copy of all such insurance documents as they may be amended, modified, canceled, terminated or replaced.

Contractors shall comply with all federal, state, and local laws relating to worker's compensation, unemployment compensation and social security withholding.

Please submit a copy of your Certificate of Insurance, which clearly identifies the following.

1. Insurance Company Name
2. Expiration Date
3. Dollar Limits
4. Additional Insured
5. Certificate Holder

NAME OF LIABILITY CARRIER _____

ADDRESS OF LIABILITY CARRIER _____

TELEPHONE # OF INSURANCE CARRIER (____) _____

AMOUNT OF LIABILITY INSURANCE _____

POLICY NUMBER _____ EXPIRATION DATE _____

WORKERS COMPENSATION CARRIER (IF APPLICABLE) _____

POLICY NUMBER _____ EXPIRATION DATE _____

Please complete the following section if Workers Compensation is not applicable to your company:

I certify that I am the sole owner/operator of the company listed above and I do not have any employees. I will provide a certificate of Workers Compensation Insurance to Landmark within 20 days of hiring any employees.

Signature: _____ Date: _____

THE SERVICE PROCESS

SERVICE COVERAGE OVERVIEW

1. We service items that become inoperable due to normal wear and tear during the term of the plan.
2. If the part or service required does not affect the functioning of the working unit, it is not covered.
3. We do not cover defects or service problems which existed prior to the effective date of the plan (which is normally close of sale). At times you will be asked to provide an opinion, verbal or written, as to your findings in certain situations. We ask that you work with us in providing accurate, non-biased information so we may make an intelligent, well-informed decision in regard to all claims.
4. If the repair requires a replacement of parts or the entire unit, or plan requires that parts used are of the same grade and quality as those being replaced. If the part is no longer available and no comparable part is available, please call our Authorization Department. We will notify you at the time what steps we will be taking.
5. If the repair required is not covered by the plan, please call us at 866-306-2999.

DISPATCH

1. Our Dispatch Unit will contact your office via fax or phone when we have a service call in an area you service.
2. Your staff member should record all pertinent call information that is dispatched, including the work order number that pertains to that service call.
3. You will receive a different work order number for each job we dispatch to you. This number controls our work in progress and accounts payable function. All invoices submitted must contain one work order number. **(Only one invoice per work order number please.)**
4. When you receive a job from us you are requested to contact the plan holder immediately to schedule an appointment. If you are not able to schedule an appointment immediately, call the plan holder to let them know you will be getting back with them to schedule an appointment at a later time.
5. In the even you have not been able to reach the plan holder within four hours after our call to you, you are requested to contact us immediately at 866-306-2999.
6. When you call a homeowner, please identify yourself as representing Landmark Home Warranty.

SERVICE FEE COLLECTION

1. We expect you to collect the \$45 trade call fee from the plan holder unless advised otherwise. Our service department will advise the plan holder of the fee when they call us for a repair. We prefer to have the service fee payable to your firm and shown as a deduction on your invoice.
2. Each invoice must reflect the status of the service fee. Service fees are not collected on recalls and in some other situations. We will give specific instructions regarding collections at the time of dispatch.
3. (Please see section regarding invoicing and service fee collections.)

SCHEDULED APPOINTMENT

1. We require that you arrive at the home at the scheduled appointment time. If for some reason your technician is running late, as a courtesy, the plan holder should be contacted, advised of the delay and informed as to when the technician will be arriving.
2. Emergencies happen – often at times that are inconvenient to everyone. We like to be able to handle even the difficult problems – the oven not working on the day before Thanksgiving, for example. We prefer to work with contractors who are available on short notice via answering service or pager at night, on weekends and during holidays for these special jobs. Willingness to respond during emergencies is an important component when evaluating our contractor network.

PLAN HOLDER RELATIONS

1. Please remember that you are representing Landmark Home Warranty as well as your own firm and that comments upsetting to the plan holder are likely to get back to the Real Estate Agent and impair future business for both of us. Please don't offer opinions as to the condition of the home they just purchased, their appliances, or any area that could possibly produce upset feelings to the plan holder.
2. Please do not make any written or oral representations (either direct or implied) to the plan holder which are negative or defamatory in nature toward Landmark Home Warranty, or the home warranty industry in general.

3. Please do not discuss price of repair or replacement cost with the homeowner. Do not attempt to advise the homeowner of our company policy or procedures. That is our job. Please call us in the event you or our plan holder have any questions.

APPEARANCE / IDENTIFICATION

1. We consider grooming and personal cleanliness to be an important factor in dealing with our customers.
2. The overall appearance of the contractor's place of business, vehicles, and staff are factors in our evaluation of contractor performance and good standing with Landmark Home Warranty.
3. We prefer to deal with contractors who give their staff proper identification, such as business cards. Identification should always be offered upon request.
4. Keep your work tidy, keep all tools on a drop cloth – not on rugs, counters, etc. Clean up the work area completely. Do whatever is required to leave the work area in the same condition you found it, or better. If necessary wipe down all surfaces. Do not use the customer's cleaning equipment, provide your own.
5. Be positive. Watch your language and demeanor. The plan holder is our customer. Upsetting comments risk future business for both Landmark and you.
6. The bottom line, is the plan holder happy? If they are, so are we.

WHEN YOU ARE UNABLE TO COMPLETE A JOB

1. Most contractors are able to complete a job on their first trip. On occasions when you cannot complete your work in one trip, we ask that you keep the plan holder informed. Let them know why the work cannot be finished in one trip and when you will be back. In the event parts need to be ordered that will take longer than seven days, contact Landmark's Authorization Department immediately. It is your responsibility to follow up in these situations, not ours. This is another key factor in our business relationship. If a delay appears to be getting out of hand, please let us know in advance, so that we can work together to eliminate any potential problems.

NON – AUTHORIZED WORK

1. Service costs are critical factor in our business – we cannot tolerate “looking for additional work” while at the job site. We will only pay for the work authorized in your work order.
2. If the plan holder has an additional service concern that was not included in the original dispatch, we require that the plan holder call our Service Department for authorization, so that we may add the work onto your call, prior to you beginning the repair.

EMERGENCY SERVICE CALLS

1. There will be times when a customer will call and request “emergency” service. Per our plan we state: We will determine what repairs constitute an emergency and will make reasonable efforts to expedite emergency service.
Landmark defines an EMERGENCY as:
 - a. No heat to the home, when:
 - i. The temperature outside is below 40 degrees Fahrenheit and
 - ii. There is no alternate source of heat
 - b. The following plumbing problems:
 - i. Gas Leak
 - ii. Leaks which are causing secondary damage.
 - iii. No bathroom facilities (i.e., main line stoppage)
 - iv. No water to the home.
 - c. Electrical Situations, which could lead to fire, or no power to the home.
 - d. Air conditioning when a medical emergency may be created (i.e., elderly, asthma, pregnancy).
 - e. Refrigerators not cooling at all-only one unit in the home.
2. If the situation is an EMERGENCY as defined by Landmark Home Warranty, Landmark will cover the cost of any required contractor overtime.
3. The plan holder may feel the situation is urgent enough to insist that the contractor come out after normal business hours. We will offer service sooner as long as the customer understands and agrees they will be responsible to pay the difference between the straight time contractor wages and any overtime required. If the plan holder is willing to pay the overtime difference, this need to be clearly documented on the invoice. The contractor should confirm the customer's understanding of the overtime charge when scheduling the appointment.

SUBMITTING AN INVOICE

INVOICES

To ensure prompt, accurate and full payment of all invoices, we require the following information be entered clearly on each invoice submitted:

1. Plan Holder's name and address
2. Correct work order (sometimes referred to as P.O. number or purchase order number) and authorization number, if applicable. **The authorization number is a distinct and separate number from our work order number, which identifies the job itself and, if additional authorization has been received, the authorization number should also be clearly entered on the invoice.
3. Detailed description of work performed, or if work was not covered by the Plan, description of what was found (i.e. missing parts, overload conditions, pest damage).
4. Part number and/or model number and, when applicable itemized list of parts and materials, tax on parts and materials, and labor (unless previously agreed flat rates have been scheduled).
5. Deduction for service fee collection from Plan Holder, or appropriation notation.
6. Service completion date.
7. Customer signature whenever possible.
8. Only one invoice will be accepted per work order number.
9. We do not pay off statements.
10. It is not necessary to send invoices for call that have been cancelled.

Invoices that do not have a detailed breakdown of work performed or parts used for the repair will be returned.

If the work exceeds your pre-set authorization limit and no additional authorization to complete the work was provided by Landmark Home Warranty, we are only responsible for your pre-set limit toward the total cost of the job.

If work is performed that was not dispatched by Landmark Home Warranty, we are only responsible for the repair cost of the work that was dispatched.

SERVICE FEE COLLECTION

1. Service fee payments are to be made payable to your firm and a credit entered on your invoice to Landmark Home Warranty.
2. We require that you provide our plan holder some type of receipt for "cash" collections.
3. If the total cost of the job equals or is less than the deductible amount, only collect the cost of the job and send us and invoice identifying the transaction that occurred for our records.
4. In the event you have been dispatched a "recall" and your technician determines the call is not a "recall", your technician is expected to advise the Plan holder of the situation and collect the necessary service fee. Please contact our office immediately to advise us of the circumstances in the event a dispatched "recall" is not a recall so we may confirm with the plan holder their understanding that an additional service fee is due and payable.
5. In the event the call is a "recall", we would expect that you not charge Landmark Home Warranty an additional service call and that the plan holder is not charged a "recall" service fee. Landmark Home Warranty should only be charged for additional parts as needed, and the labor to install these parts if this is an undiagnosed problem from the original service request.
6. In the event service is denied, a collection of the service fee is still required unless Landmark Home Warranty advises otherwise.

PAYMENTS

Landmark Home Warranty understands the important of promptly scheduled payments. Our payment practices have always been excellent.

1. Landmark Home Warranty is on a 30-day pay cycle. We issue checks every Friday. If you have submitted an invoice and have not received payment, please do not hesitate to contact us at 866-306-2999 or simply resubmit the invoice by fax to 866-306-1888.
2. We do not pay finance charges as all invoices received are paid as agreed.
3. Invoices should be sent to Landmark Home Warranty within 60 days of completion of the job.
4. Invoices may be faxed to 866-306-1888, emailed to service@landmarkhw.com or mailed to:
Landmark Home Warranty
P.O. Box 526318
Salt Lake City, UT 84152



SERVICE PROFILE

(PLEASE ✓ APPROPRIATE BOX IF LICENSED TO SERVICE)

Heat		License #
Svc Code	Description	✓
01-03	Heat Radiant	
01-04	Heat Boiler	
01-05	Heat Oil	
01-06	Heat Forced	
01-07	Heat Wall	
01-08	Heat Floor	
01-09	Package	
01-10	Heat Pump	
01-11	Duct Work	

Electrical		License #
Svc Code	Description	✓
04-01	Electrical <\$250	
04-02	Electrical >\$250	
04-03	Bath Exhaust Fan	
04-04	Door Bell	
04-05	Attic Fan	
04-06	Ceiling Fan	
04-07	Heat Lamp	
04-08	Telephone Wiring	
04-09	Smoke Detectors	

Plumbing		License #
Svc Code	Description	✓
02-01	Pipe Leak	
02-02	Slab Leak	
02-03	Stoppage	
02-04	Toilet	
02-05	Solar Water Heater	
02-06	Water Heater	
02-07	Sump Pump	
02-08	Recirculating Pump	
02-09	Hot Water Dispenser	
02-10	Valves	
02-11	Sewage Ejector Pump	
02-12	Septic Pumping	
02-13	Stop & Waste Valve	
02-14	Pressure Regulator	
02-15	Garbage Disposal	
07-01	Main Line Stoppage	
07-02	Drywall Repair	
07-03	Gas Leak	
07-04	Septic System Repair	
07-05	Faucets Fixtures	

Air Conditioning		License #
Svc Code	Description	✓
05-01	Air Forced/Electric	
05-05	Evaporative Cooler	
05-06	Wall Air	
05-07	Window Air	

Pool & Spa		License #
Svc Code	Description	✓
06-01	Pool Plumbing	
06-02	Pool Electrical	
06-03	Pool Heater	
06-04	Pool Filter	
06-05	Pool Pump	
06-06	SPA Heater	
06-07	SPA Filter	
06-08	SPA Pump	
06-09	Pool Motor	
06-10	SPA Motor	
06-12	Whirlpool Motor/Pump	
06-13	SPA Blower	
06-14	SPA Plumbing	
06-15	SPA Electrical	

Appliances		License #
Svc Code	Description	✓
03-02	Food Center	
03-03	Dishwasher	
03-05	Kitchen Exhaust Fan	
03-06	Compactor	
03-07	Oven	
03-08	Freezer/Freestanding	
03-09	Microwave	
03-10	Cooktop	
03-11	Washer	
03-12	Dryer	
03-13	Refrigerator	
03-14	Icemaker	

Miscellaneous		License #
Svc Code	Description	✓
08-02	Garage Door Opener	
08-04	Central Vacuum	
08-05	Roof	
08-06	Pest Control	
08-07	Well Pump	
08-08	Jet/Booster Pump	
08-09	Solar Domestic	
08-10	Garage Door hinges/spring	
08-12	Solar Pool Equipment	

WHEN TO CALL LANDMARK HOME WARRANTY

The most common reasons to contact Landmark Home Warranty would be for the following:

1. Upon receipt of our call, we expect you to contact the plan holder immediately to schedule an appointment. If you have been unable to make contact after four hours after dispatch, you should call us back for further assistance.
2. Your cost will exceed your authorized limit of \$150.
3. When you are confronted with a possible non-covered situation; when you encounter a problem which will prevent timely completion of the job.

Please have the work order number and job site address available when you call us.

Authorization To Complete Work 866-306-2999

Our office is available 24 hour a day 7 days a week. When calling please mention you are requesting to speak with the Authorization Department.

We ask that your technician contact our office prior to beginning any repair that will exceed your pre-set authorization limit. You will obtain an additional authorization number when we approve a job in excess of your pre-set authorization limit.

At the time of your call please have the following information available:

- Work order number
- Customer's name and address
- Diagnosis of problem
- Cost estimate to complete repair, including:
 - Brand, model and serial number
 - Service call charges
 - Labor to date
 - Diagnosis
 - Materials used or needed
 - Taxes, if applicable
 - Service fee collected.
- Total gross amount of the job

If the technician needs to open any walls, floors, or ceilings, we need to be advised immediately so we may inform the plan holder of any costs not covered by the plan.

SECOND OPINIONS

There may be times when we will ask for a second opinion on a job. Sometimes this is part of our normal field audit procedures and sometimes it is because of (what we consider) the high cost of the first opinion. You should expect a request for a second opinion from time-to-time.

Service Call Dispatched As a "RECALL" is NOT a Recall

In the event you have been dispatched a "recall", and your technician determines the call is "not a recall", your technician is expected to advise the plan holder of the situation and collect the necessary service fee. Please contact our office to advise of the circumstances in the event a dispatched "recall" is not a recall.

Denials

The denial process is delicate and we prefer to handle the denials ourselves. In order to know what we may deny, please refer to our plan or the list below for an overview of exclusion.

(WE DO NOT PROVIDE "BLANKET" COVERAGE.

There are exclusions and limitations to our Standard Plan.

As a "rule of thumb" we do NOT cover:

- **Service problems which existed prior to the effective date of the plan.**
- **Missing parts**
- **Improper installation**
- **Code violations ****
- **Cosmetic defects**
- **Design flaws**
- **Overload conditions**
- **Lack of maintenance**
- **Consequential and secondary damage**
- **Commercial systems**
- **Cost exceeding \$1,000 for access, diagnosis, repair or replacement for concrete encased or underground water, drain, gas, vent, or electrical lines.**
- **Cost exceeding \$1,500 for access, diagnosis, repair or replacement for all components hot water, radiant heat, steam circulating heating system, air transfer, lithium / glycol, diesel, or hydronic systems.**
- **Cost of finding or gaining access to covered items.**
- **Cost of restoration of floor or ceiling coverings.**
- **Lighting fixtures.**
- **Items that don't affect the working operation of the unit**
- **Filters ****
- **Low voltage relay systems**
- **Vents and flues**
- **Faucets and Plumbing Fixtures**
- **Mismatched Systems, if mismatch condition is causing the service concern.**

** NOTE: We offer an option to the Standard Plan which is called "Premier Coverage". This option offers additional coverage not available on Standard. We will alert you if this option is included.

Landmark Home Warranty

When you need our services... we're here to help!

1. SERVICE OVERVIEW

In accordance with the terms of the Plan, Landmark Home Warranty, hereinafter referred to as LHW, We, Us, Our, agrees, to repair or replace systems and appliances mentioned as covered for the Home Seller and/or Buyer, hereinafter referred to as You. We exclude all others. We reserve the right to provide cash in lieu of repair or replacement in the amount of our actual cost (less than retail) to repair or replace such item. Additional charges may apply to certain repairs or replacements. Please see Limitations of Liability. LHW will provide service on covered systems or appliances that:

- a) are installed and located within the perimeter of the Main Foundation and Garage (with exception of coverage items marked with an “**”).
- b) were properly installed and in good and safe working order on the Effective Date of this Plan.
- c) have become inoperable due to normal usage after the Effective Date of this Plan.
- d) are reported during the term of this Plan.

This Plan does not cover defects known prior to the Effective Date of coverage. Known defects are excluded from coverage until proof of repairs is received by us. We provide coverage for unknown conditions if the condition would not have been detectable by the Buyer, Seller, or Agent through visual inspection and simple mechanical test.

2. PLAN EFFECTIVE DATES

Buyer's Coverage: becomes effective at Close of Sale and is in effect for one full year. (Premium must be received within 14 days after Close of Sale.) If Buyer takes possession prior to Close of Sale, the premium is due and Coverage will begin upon Receipt of Premium.

In cases of Lease Option: the full premium is Due upon Occupancy.

Seller's Coverage: for the Listing/Escrow Period becomes effective the day the application is received by us, and continues until the expiration of the Initial Listing Period (up to 180 days), Close of Sale, or Listing Termination, (whichever occurs first). Seller's Coverage is not available on multiple units. In the event Close of Sale does not occur in the 180-day period, we may, at our sole discretion, extend the Seller's Coverage period. Pre-existing conditions are not covered for the Seller.

New Construction Coverage and any optional Coverage: begins on the first anniversary of the Close of Sale and continues for three years from that date, provided the Plan fee was received by LHW within 14 working days from Close of Sale. All systems and appliances to be covered must be in good working condition at the time coverage begins on the first anniversary after Close of Sale.

3. TO REQUEST SERVICE CALL - 866.306.2999 or Online at www.landmarkhw.com

We're available to accept service calls 24 hours a day, 365 days a year. When you call with a service problem, we will contact a contractor who will contact you directly to schedule a convenient appointment during normal business hours. On weekdays, the contractor will contact you within 4 business hours of opening a claim. We will determine what repairs constitute an emergency and will make reasonable efforts to expedite emergency service. If you should request us to perform non-emergency service outside of normal business hours, you will be responsible for payment of additional fees, including overtime. **We require you to contact us so we may have the opportunity to select a contractor to perform the service.** We will not reimburse you for services performed by your own contractor without prior authorization. For each new claim that is placed, you will be responsible to pay a Service Call Fee (\$60) to the contractor at time of the first visit, before diagnostic is performed. Each claim placed will pertain to items of one trade, and one trade only; however multiple claims may be opened for multiple trade items. We cannot respond to a new Request of Service until all previous Service Call Fees are paid. Failure to pay the Service Call Fee will result in suspension of Coverage until such time as the proper fee is paid. At that time, Coverage will be reinstated, but the contract period will not be extended. Service work is guaranteed for 30-days. LHW may authorize you to contact an independent contractor directly to perform a covered service. If so, a representative will provide you with independent contractor requirements.

4. LIMITATIONS OF LIABILITY

a) THIS PLAN DOES NOT COVER: repairs or replacement required as a result of Fire, Freeze or Flood, Accidents, Vandalism, Improper Installation, Cosmetic Defects, Design Flaws, Manufacturers' Defects, Structural Defects, Power Failure, Shortage, Surge or Overload, Inadequate Capacity, Failure to Clean or Maintain, Improper Previous or Attempted Repair, Routine Maintenance, Damage due to Pests or Pets, Neglect, Misuse, Abuse, Missing Parts, or Adjustments. We are not responsible for Consequential or Secondary Damage (including Consequential Damages due to a Service Contractors conventional repair efforts of the primary item) nor for failure to provide timely service due to conditions beyond our control, including but not limited to, part or equipment delays or labor difficulties. LHW does not cover systems or appliances classified by the manufacturer as Commercial, Commercial Equipment modified for domestic use, or single family dwellings used for commercial purposes. You are responsible for providing Maintenance and cleaning on covered items as specified by the manufacturer to ensure continued coverage on such items.

For Example: heating and air conditioning systems require periodic cleaning and/or replacement filters and cleaning of evaporator and condenser coils. LHW is not, under any circumstances, responsible for the diagnosis, repair, removal or remediation of Mold, Mildew, Rot or Fungus, or any damages resulting from or related to Mold, Mildew, Rot or Fungus, even when caused by or related to the malfunction, repair or replacement of a covered system or appliance.

b) ACCESS: LHW is not responsible for providing or closing access to covered items, except as noted under Limits for Plumbing and Ductwork. We are not responsible for additional charges to remove or install systems, appliances, or non-related equipment in order to make a covered repair; nor do we cover the cost of restoration of wall coverings, floor coverings, counter tops etc.

c) CODE UPGRADES/ TOXIC MATERIALS/ PERMITS/ DISPOSAL: If upgrades are required, LHW cannot perform service until you complete corrective work. If additional costs are incurred in order to comply with regulations, we will not be responsible for the added expense, nor will we pay any cost relating to permits. LHW will not perform services involving hazardous or toxic materials including, but not limited to, Asbestos, Mold, Lead Paint, or Sanitation of Sewage Spills, nor will we pay costs related to recapture and/or disposal of Refrigerator/Freezer Refrigerants, Contaminants, Hazardous or Toxic Materials, Systems or Appliances.

d) REPAIR/ REPLACEMENT/ UPGRADING: LHW has the sole right to determine whether a covered system, appliance or component will be repaired or replaced; and are not responsible for delay in obtaining parts or replacement equipment. We reserve the right to repair systems and appliances with non-original manufacturer's parts, including rebuilt or refurbished parts. We reserve the right to obtain a second opinion at our expense. We will not upgrade any covered item. We reserve the right to provide cash in lieu of repair or replacement in the amount of our actual cost (less than retail) to repair or replace such item. We are responsible for providing installation of equipment comparable in features, capacity and efficiency, but not for matching in dimensions, color, or brand. We are not responsible for the cost of construction, carpentry, or other modifications made necessary by existing or installing different equipment.

LHW is not responsible for upgrades, components, parts, or equipment required due to the incompatibility of the existing equipment with the replacement system, or appliance, or component, or part thereof, or with new type of chemical or material utilized to run the replacement equipment; including but not limited to, differences in technology, refrigerant requirements, or efficiency as mandated by Federal, State, or Local Governments (except noted in Central Air Conditioning).

e) CONDOMINIUMS/ MULTIPLE UNITS/ MOBILE HOMES:

Where the premises covered by this Agreement are a condominium or multiple unit, obligations are limited to the confines of the unit. No common equipment is eligible for coverage.

RENEWAL/ TRANSFER/ CANCELLATION

RENEWAL/TRANSFER: This Plan is transferrable. You must notify LHW of this transfer by calling 866.306.2999. This Plan may be renewed at our discretion only. In that event, you will be notified of the prevailing rate and terms of Renewal. Premium Rates may increase upon Renewal.

CANCELLATION: This Plan is non-cancelable by us except for nonpayment of Contract Fees, Fraud or Misrepresentation of facts material to the issuance of this Plan; or when Plan is for Listing Coverage and Close of Sale does not occur; or upon mutual agreement between you and us. If the Homeowner cancels, you shall be entitled to 90% of the unearned paid contract fee for the unexpired term, less and administrative fee and all claim costs incurred by the Company. If we cancel Plan, the Contract Holder shall be entitled to a refund of 100% of the unearned paid contract fees, less and administrative cost and claim costs incurred by the Company. In the case of nonpayment, LHW agrees to notify contract holder in writing via first class mail at least 10 days before cancellation of the contract. If cancelled for any other reason, a 30 day notice via first class mail will be sent to Plan Holder's address on file with an explanation of cancellation.

OTHER: UTAH RESIDENTS ONLY

The Property and Casualty Guaranty Association do not guarantee coverage afforded under this contract. This service contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

\$300
Standard
Coverage

Landmark Home Warranty Standard Covered Systems and Appliances

\$60
Service
Call Fee

Coverage is for Single Family Dwelling less than 5,000 sf. For all other dwelling types, please call for quote.

The following items are covered for the Home Buyer, and if appropriate coverage is selected, for the Home Seller. Optional Coverage is available to Home Buyer only upon payment of additional premium. Certain limitations apply. A good rule of thumb: if the part or service required does not affect the functioning of the working unit, it is not covered.

This plan covers only the items mentioned as covered and excludes all others. Please refer to the Exclusions.

Heating System

Note: Coverage available on Heating Systems with capacity not exceeding five (5) tons per unit (up to 2 units covered).

COVERED: Primary Gas, Oil or Electric Heater (if main source of heat to home), Heat Pump, Ductwork (including Geothermal and/or water source heat pump components and parts located within the foundation of the home or attached garage which cool and/or heat the home).

EXCLUSIONS: Heat Lamps, Filters, Electronic Air Cleaners, Humidifiers, Furnace Vents & Flues, Asbestos Covered Ductwork, Wood or Pellet Stoves (even if only source of heating), Fireplaces (of any kind) and Key Valves, Inserts, Insulation, Dampers, Collapsed or Crushed Ductwork, Improperly Sized Systems or Systems with Mismatched Capacity per Manufacturer's Specifications, Zone Control Systems, Zone Valves, Solar Space Heating & Cooling Systems, Outside or Underground Piping and Components for Geothermal and/or Water Source Heat Pumps, Well Pumps and Well Pump Components for Geothermal and/or Water Source Heat Pumps, Freestanding Units, Maintenance or Cleaning, Noises.

LIMITS: (1) \$1,500 maximum for diagnosis, repair or replacement of Geothermal, Hot Water, Boiler, Radiant Heat (including cable heat), Steam Circulating Heating System, and Water Source Heat Pumps. (2) \$500 maximum for diagnosis, repair or replacement of Duct Work. (3) We will provide access to Ductwork, according to the dollar limits Specified in (2) above, through unobstructed walls, ceilings, and floors, only, and will return access opening to a rough finish condition.

SELLER'S COVERAGE LIMITS: (1) Coverage provided for Home Seller's Heating & A/C System is subject to a combined \$500 maximum for diagnosis, repair or replacement during the Seller's Coverage Period. All Limitations of Liability apply. (2) Malfunction or improper operation due to rust or corrosion is excluded during the Seller's Coverage Period.

Air Conditioner/ Cooler

Note: Coverage available on Cooling Systems with capacity not exceeding five (5) tons per unit (up to 2 units covered).

COVERED: Electric Central Air Conditioning, Electric Wall Air Conditioning, Water Evaporative Coolers, including Condensers, Evaporative Coils, Compressors, and leaks in accessible Freon Lines.

EXCLUSIONS: Gas Units, Filters, Dampers, Maintenance, Cleaning, Noise, Condenser Housing, Pads, Water Towers, Water Trays (Evaporative Cooler), Roof Jacks & Stands, Improperly Sized Systems or Systems with Mismatched Capacity per Manufacturer's Specifications, Inaccessible Coil Lines, Zone Control Systems, Chillers, Pre-Coolers, Freon Recapture/ Recovery or Recharge.

Note: If LHW determines that Air Conditioning unit must be replaced, we will replace the unit with a unit that meets the current Federal, State and/or Local Government efficiency standards and replace necessary covered components, including Air Handling Transition, Evaporator Coil, Refrigerant Lines, Secondary Drain Pan and Line, Plenum, Duct Transition and Indoor Electrical.

LIMITS: Malfunction or improper operation due to rust or corrosion is excluded for the first 30 days after the effective date of Buyer's Coverage.

SELLER'S COVERAGE LIMITS: (1) Coverage provided for Home Seller's Heating System & Air Conditioner/ Cooler are subject to a combined \$500 maximum for diagnosis, repair or replacement during the Seller's Coverage Period. All Limitations of Liability apply. (2) Malfunction or improper operation due to rust or corrosion is excluded during the Seller's Coverage Period.

Plumbing System

COVERED:

- Drain Line Stoppages
- Plumbing Pipe Leaks
- Shower Valve
- Whirlpool Motor & Pump
- Recirculating Pump
- Water Heater (up to 50 gal.)
- Toilets
- Stop & Waste Valve*
- Diverter Valve
- Instant Hot Water Dispenser
- Sump Pump (ground water only)

EXCLUSIONS: Adjustments, Plumbing Fixtures including Faucets, Bathtub, Shower Base Pans & Enclosures, Toilet Lids & Seats, Sprinkler or Solar Systems, Water Heater Vents & Flues, Vent Pipes, Septic Tank, Stoppages that cannot be cleared with Cable, Hydro Jetting, Stoppages due to Roots, Water Heater Heat Pump Attachment, Sewage Ejector Pump, Hose Bibs, Expansion Tanks, Tankless Water Heaters, Energy Conservation Units, Noise, Electrolysis, Water Softener, Whirlpool Jets, Water Filters, Water Purification Systems, Bidets, Jet Pumps, Conditions caused by Chemical, Calcium, or Sediment Build-up, Caulking, Grouting, Inadequate or Excessive Water Pressure, Flow Restrictions in Fresh Water Lines caused by Rust, Corrosion, or Chemical Deposits, Basket Strainers, Pop-up Assemblies, Stoppers, Diesel or Oil Fired Water Heaters, Heat Pump/ Water Heater Combination Units, Phenix Systems (See Limits under Heating System), Leaks/ Damage caused by Roots, Water Heater Drip Pans, Ice Maker Water Lines.

LIMITS: (1) \$500 maximum for diagnosis, repair or replacement for leaks in concrete encased water, drain, gas, or polybutylene piping. (2) Toilet Tanks & Bowls replaced with Builders Standard when necessary. (3) We will provide access, according to the dollar limits specified in (1) above, through unobstructed walls, ceilings, and floors only, and will return access opening to rough finish condition. (4) We clear stoppages which can be cleared with standard sewer cable through an existing clean-out without excavation. LHW will not be responsible for access to Drain or Sewer Lines from vent or removal of toilet. (5) We are responsible for only one sewer stoppage clearing per each Main Sewer Line, Secondary Waste Line, or Toilet.

Appliances

COVERED:

- Dishwasher
- Trash Compactor
- Built-in Microwave
- Kitchen Exhaust Fan
- Garbage Disposal
- Oven
- Range/Cooktop

EXCLUSIONS: Pans, Trays, Lights or Light Sockets, Baskets, Buckets, Rollers, Racks, Handles, Door Seals, Runner Guards, Shelves, Interior Linings, Timers & Clocks (that do not affect the heating or cleaning operation of the unit), Knobs, Rotisseries, Meat Probes, Portable or Countertop Microwaves, Trim Kits, Halogen Units, Refrigerator/Oven Combination Units.

LIMITS: (1) Electromagnetic Induction Cooktops replaced with Builders Standard when necessary. (2) Malfunction or improper operation due to rust or corrosion is excluded for the first 30 days after the Effective Date of Buyer's Coverage. Malfunction or improper operation due to rust or corrosion is excluded during the Seller's Coverage Period.

Electrical & Other Systems

COVERED:

- Electrical System
- Ceiling Fans
- Central Vacuum
- Bath Exhaust Fans
- Garage Door Opener
- Telephone Wiring

EXCLUSIONS: Light Fixtures including those on Ceiling Fans, Bulbs, Ballasts, Vents, Removable Attachments, Accessories or Hoses, Heat Lamps, Intercoms, Alarms, Low-Voltage Relay Systems, Electronic or Computerized Energy Management or Lighting and Appliance Management Systems, Garage Doors and their Hinges and Springs, Remote Controls/ Key Pads/ Transmitters, Door Bell and related Wiring, Chimes, Saunas or Steam Rooms, Smoke Detectors.

LIMITS: (1) Ceiling Fans replaced with Builders Standard, when necessary.

REVIEW OF CONTRACTOR REQUIREMENTS

1. STANDARD COMPANY INFORMATION

We will enter this information in our system to be used for further correspondence, disbursement of checks, and dispatch information (telephone number, fax numbers, etc.)

2. INCOME TAX INFORMATION

Following IRS guidelines, all payments made to a contractor are reported to the IRS, unless you are incorporated. We require that every contracting firm we dispatch calls to submit a signed W-9 form which will be kept on record at our office. (Please verify that this form is filled out accurately as the IRS charge Landmark Home Warranty a penalty for each W-9 that is inaccurate.) Should the IRS assess any penalty to Landmark Home Warranty because you provided us with inaccurate information you will be requested to pay the penalty.

3. LICENSING INFORMATION

We request that all contractors have a current Contractor's License in the communities and trades in which they are requesting to perform service for Landmark Home Warranty.

A copy of your current Contractor's License should be on file with our company and updated upon expiration. Please do not enter information on the Contractor Profile that is not current and/or accurate.

4. INSURANCE INFORMATION

We have three requirements in regard to insurance.

1. All Contractors providing service for Landmark Home Warranty are required to carry current General Liability Insurance at a minimum of \$500,000.
2. Landmark Home Warranty must be named a certificate holder and as additional insured on the policy.
3. All Contractors should carry Workers' Compensation Insurance which clearly identifies the following
 - Insurance Company Name
 - Expiration Date
 - Dollar Limits
 - Landmark listed as an Additional Insured
 - Landmark listed as a Certificate Holder