

CONGRATULATIONS

ON YOUR NEW HOME WARRANTY!

Here's what to do next:

1



Review Your Coverage
Read Through This Booklet

2



Call to Add Coverage Today
866-543-4948

3



When Something Fails, Call:
866-306-2999

IMPORTANT INFORMATION: PLEASE READ THROUGH THIS CONTRACT COMPLETELY TO UNDERSTAND YOUR COVERAGE AND EXCLUSIONS.

USING YOUR NEW **HOME WARRANTY**

KEEP THIS BOOKLET!



This document explains what's covered, excluded, and any limits you have under your home warranty contract. Please keep it!

UPGRADE COVERAGE



You have 30 days after purchasing the warranty to add coverage to your plan. Call **866-543-4948** to get upgraded coverage!

MAINTAIN YOUR HOME



Make sure to maintain your home's systems and appliances. Visit our website at www.landmarkhw.com to find DIY tips and tricks.

REQUEST SERVICE



When something fails call Landmark first.
866-306-2999
We're available 24/7 every day of the year to provide service.



CHECK OFF YOUR MOVING TO DO LIST

— with one call to —

LANDMARK
HOMESERVICES

You're protecting your systems and appliances with a home warranty, now save **BIG** with Landmark's exclusive deals on your other necessities!

Call us at:

866-833-3108

Call
NOW
to see how you could
SAVE
on:



HOME
SECURITY



SATELLITE/
CABLE TV



PHONE AND
INTERNET

Contract #: 430008
1000 Park Ave
Park City, UT 84060

Renee Shaening
1000 Park Ave
Park City, UT 84060

Dear Renee Shaening,

Thank you for choosing a Landmark home warranty and service plan. We consider it a privilege to have you as a customer and we pledge to do all we can to eliminate the frenzy of household breakdowns and the hassle of getting them repaired.

Enclosed in this package you will find a copy of your residential service contract detailing the coverage you have selected. You will also find information regarding additional coverage options and upgrades that you may add to your plan.* **Please take some time to carefully review your service contract.** If you have any questions about your Home Warranty Plan, or if you are interested in adding additional coverage options, please call us at **866-306-2999** or visit our website at **landmarkhw.com**.

Once again, thank you for choosing Landmark Home Warranty®. We look forward to serving you!

**When your
home needs
care, Landmark
has you
covered**

*Please refer to section A of the contract for terms and conditions.



Residential Service Contract

This contract is administered, underwritten and serviced by Landmark Home Warranty P.O.Box 27848, Salt Lake City, UT 84127

CUSTOMER:
Renee Shaening
1000 Park Ave
Park City, UT 84060

COVERED PROPERTY:
1000 Park Ave
Park City, UT 84060

CONTRACT NUMBER
430008

CONTRACT TERM
-

TOTAL PREMIUM
\$605.00

SERVICE FEE
\$60.00

COMPREHENSIVE

The Comprehensive provides repair and replacement coverage for the following:

- Air Conditioning Tune-Up
- Built-In Microwave
- Dishwasher
- Electrical System
- Garage Door Opener
- Garbage Disposal
- Heating System
- Heating Tune-Up
- Kitchen Exhaust Fan
- Kitchen Refrigerator
- No Fault Coverage
- Oven/Range/Cooktop
- Plumbing System
- Re-Key Service
- Washer/Dryer

SELECTED ADDITIONAL COVERAGE

- Air Conditioning System
 - Pool and Hot Tub
 - Water Softener
-

A. COMPREHENSIVE COVERAGE

1. RE-KEY SERVICE

COVERED: For the applicable service call fee, LHW will re-key up to six locks, for standard cylinder door locks and deadbolts, and provide four copies of the key.

NOT COVERED: Non-standard cylinder door locks, including but not limited to, high security door locks, storm doors, and biometric door locks. LHW is not responsible for picking locks.

2. AIR CONDITIONING TUNE-UP

COVERED: For the applicable service call fee, LHW will perform one air conditioner tune-up as follows: calibrate thermostat; test temperature split; check refrigerant levels and system pressures; perform amp draw on condenser and evaporator motors and compressor; clean condenser coils; check contactors; check condensate lines; clean and tighten electrical connections; test capacitors; and test safety switches.

NOTE: In the event a Contract Holder places an additional service request while the contractor is performing a tune-up at their home, the Contract Holder is required to pay an additional service call fee.

LIMITS: Tune-ups are covered for one unit. Contract Holder will be responsible to pay the service contractor \$30 for each additional unit.

3. HEATING SYSTEM

COVERED: All components and parts of the following heating systems: ducted forced air, gas, or electric central heating systems; electric cable heating systems; air source heat pumps; all mechanical parts thereof, including but not limited to thermostats. Refrigerant recapture, recovery, and recharge. Multiple units covered.

EFFICIENCY AND MODIFICATIONS: If LHW determines a covered heating unit must be replaced according to the terms of the Contract, and equipment compatible with the inoperable unit is not available, LHW will replace the inoperable unit with one that meets the current federal, state, and/or local government efficiency standards. During a covered repair or replacement of heating equipment, LHW includes modifications to the following items, as needed to complete the repair or replacement, limited to \$500: plenum; duct transition; flues; flex piping; drain pans and lines; and indoor electrical.

NOT COVERED: Water source heat pumps; boiler and radiant heat systems; wall units; window units; portable units; solar heating; oil or diesel heating systems; units in excess of 5-ton capacity; fireplaces of any kind (even if main source of heat) and key valves; wood, pellet, or gas stoves; humidifiers; filters; electronic air cleaners; computerized HVAC management systems or zone controllers; flues and vents; roof jacks or stands; condenser casings; deionizers; registers; grills; leak detection tests; structural modifications required in connection with any covered repair; drain and condensate pans, except as noted in "Efficiency and Modifications"; failure or inadequacy caused by system operation outside of manufacturer specifications.

LIMITS: \$500 maximum for diagnosis, repair, or replacement of ductwork. LHW will provide access through unobstructed walls, ceilings, and floors only, and will provide cash in lieu of returning the access opening to rough finish condition in the following amounts: smaller than 5 square feet: \$40; 5-10 square feet: \$65. \$1,000 maximum for diagnosis, repair or replacement of electric cable heating systems. Refrigerant recapture, recovery, and recharge limited to \$20 per pound.

4. HEATING TUNE-UP

COVERED: For the applicable service call fee, LHW will perform one heating system tune-up as follows: calibrate thermostat; check heat operations; clean and tighten electrical connections; inspect pilot system; test safety switches; test limit switches; and clean burners.

NOTE: In the event a Contract Holder places an additional service request while the contractor is performing a tune-up at their home, the Contract Holder is required to pay an additional service call fee.

LIMITS: Tune-ups are covered for one unit. Contract Holder will be responsible to pay the service contractor \$30 for each additional unit.

5. PLUMBING SYSTEM

COVERED: Gas or electric water heaters up to 70 gallons (multiple units covered); tankless water heaters; plumbing pipe leaks; clearing of drain line stoppages through an accessible cleanout, up to 100 feet from access point; recirculating pump; toilets and related mechanisms; toilet wax ring seals; built-in bathtub whirlpool motor, pump, and air switch assemblies; valves for shower, tub, and diverter valves; ball valves; gate valves; faucets, shower arms and shower heads (replaced with chrome builders standard, when necessary); pressure regulators; permanently installed sump pumps (ground water only).

NOT COVERED: Stoppages caused by collapsed, damaged, or broken drain, vent, or sewer lines outside the home's main foundation; stoppages or breaks caused by roots; stoppages that cannot be cleared with a standard 100-foot sewer cable, even if within the home's main foundation; hydrojetting, unless additional option is chosen (Complete Coverage Plan); cameras; flow restrictions in fresh water lines; bathtubs; sinks; showers; shower enclosures and base pans; toilet lids and seats; whirlpool jets; caulking; grouting; water filtration/purification system; septic tanks; holding or storage tanks; saunas or steam rooms; costs to locate or access cleanouts, including through roof vents and toilet removal, unless additional option is chosen (Complete Coverage Plan); cost to install cleanouts; external hose bibs; polybutylene piping; leak detection tests; water heater expansion tanks; icemaker water lines; water softeners; inadequate or excessive water pressure; sewage ejector pump; all other parts and repairs that are not listed as covered.

LIMITS: \$1,000 maximum for diagnosis, repair, or replacement for leaks in concrete-encased water, drain, or gas lines. LHW will provide access through unobstructed walls, ceilings, and floors only, and will provide cash in lieu of returning the access opening to rough finish condition in the following amounts: smaller than 5 square feet: \$40; 5-10 square feet: \$65. Obstructions to plumbing are the Contract Holder's responsibility to remove and include: tile, cabinetry, or any other items permanently affixed or requiring additional work to remove. Toilet tanks and bowls replaced with builders standard, when necessary. Limit one sewer stoppage clearing per sewer line or secondary waste line. \$800 maximum for diagnosis, repair, or replacement of tankless water heaters.

6. ELECTRICAL SYSTEM

COVERED: Wiring; panels and subpanels*; plugs; switches and fuses; junction boxes; circuit breakers; conduit; exhaust fans; ceiling fans.

NOT COVERED: Light fixtures; wireless remotes; ballasts; telephone wiring; heat lamps; intercoms; alarms; electronic or computerized energy management or lighting and appliance management systems; doorbell and related wiring; chimes; saunas or steam rooms; smoke detectors.

LIMITS: LHW will provide access through unobstructed walls, ceilings, and floors only, and will provide cash in lieu of returning the access opening to rough finish condition in the following amounts: smaller than 5 square feet: \$40; 5-10 square feet: \$65.

7. OVEN/RANGE/COOKTOP

COVERED: All components and parts affecting the heating operation of the unit, including hinges and seals.

NOT COVERED: Lights or light sockets; racks; rollers; runner guards; shelves; interior linings; timers and clocks (that do not affect the heating or cleaning operation of the unit); knobs; trim kits.

LIMITS: Electromagnetic induction cooktops replaced with builders standard, when necessary; \$1,000 maximum to diagnose, repair, or replace microwave/oven combination units.

8. BUILT-IN MICROWAVE

COVERED: All components and parts affecting the heating or cooking operation of the unit, including hinges and seals.

NOT COVERED: Lights or light sockets; racks; rollers; runner guards; shelves; interior linings; timers and clocks (that do not affect the heating or cooking operation of the unit); knobs; portable or countertop microwaves; trim kits; halogen units.

LIMITS: \$1,000 maximum to diagnose, repair, or replace microwave/oven combination units.

9. KITCHEN EXHAUST FAN

COVERED: All components and parts affecting the heating or cleaning operation of the unit, including hinges and seals.

10. GARBAGE DISPOSAL

COVERED: All components and parts affecting the operation of the unit.

11. DISHWASHER

COVERED: All components and parts affecting the heating or cleaning operation of the unit, including hinges and seals.

NOT COVERED: Lights or light sockets; racks; rollers; runner guards; shelves; interior linings; timers and clocks (that do not affect the heating or cleaning operation of the unit); knobs; trim kits; halogen units.

12. GARAGE DOOR OPENER

COVERED: Motor; capacitor; eye sensors; switches; receiver unit; carriage; push arm; hinges; keypad; remote transmitter; springs.

NOT COVERED: Garage doors; chains; cables; adjustments.

13. NO FAULT COVERAGE

COVERED: PERMITS: Where local building permits are required prior to commencing replacement of a covered item, LHW will pay up to \$250 per required permit. LHW will not be responsible for replacement service when permits cannot be obtained.

CODE VIOLATIONS: LHW will pay up to \$250 to correct code violations, if required to effect a covered repair or replacement.

IMPROPER PRIOR REPAIR: LHW will pay up to \$250 to repair or replace covered items that were improperly installed or repaired prior to the Contract effective date, if the improper installation or repair was not detectable by a visual inspection or simple mechanical test prior to the Contract effective date, as defined in Service Overview (3).

HAUL AWAY: LHW will pay up to \$100 per occurrence to remove a covered system, appliance, or component when LHW is replacing a covered system, appliance, or component.

CRANE: LHW will pay up to \$250 for the use of cranes or other lifting equipment required for a covered service of rooftop heating or air conditioning units.

LIMITS: Water heater expansion tanks not included, even when local building code requires installation of expansion tank in association with water heater repair or replacement.

14. KITCHEN REFRIGERATOR

COVERED: Mechanical components and parts that affect the cooling operation, including refrigerant recapture, recovery, and recharge; icemaker; beverage dispenser.

NOT COVERED: Wine chillers; water lines; trays; lights or light sockets; baskets; buckets; food spoilage; trim kits; rollers; racks; handles; door seals; runner guards; shelves; interior linings; touch pads.

LIMITS: \$1,500 maximum to diagnose, repair, or replace. Refrigerant recovery recapture, and recharge limited to \$20 per pound.

15. WASHER - DRYER

COVERED: Mechanical components and parts that affect the operation.

NOT COVERED: Touch pad assembly; soap dispenser; knobs; filter; lint screens; venting; dials; interior thermal shells; trim kits; *all-in-one* washer/dryer units.

LIMITS: \$2,000 maximum to diagnose, repair, or replace (per set).

B. OPTIONAL ITEMS

1. AIR CONDITIONING SYSTEM

COVERED: All components and parts of the following air conditioning and heating systems: ducted electric central air conditioning systems; water evaporative coolers; ducted forced air, gas, or electric central heating systems; electric cable heating systems; air source heat pumps; all mechanical parts thereof, including but not limited to thermostats and accessible refrigerant lines. Multiple units covered.

EFFICIENCY AND MODIFICATIONS: If LHW determines a covered air conditioning or heating unit must be replaced according to the terms of the Contract, and equipment compatible with the inoperable unit is not available, LHW will replace the inoperable unit with one that meets the current federal, state, and/or local government efficiency standards. During a covered repair or replacement of heating or air conditioning equipment, LHW includes modifications to the following items, as needed to complete the repair or replacement, limited to \$500: air handling transition; plenum; duct transition; flues; flex piping; refrigerant lines; drain pans and lines; and indoor electrical. Refrigerant recapture, recovery, and recharge.

NOT COVERED: Water source heat pumps; boiler and radiant heat systems; wall units; window units; portable units; chiller systems and chiller components; solar heating; oil or diesel heating systems; units in excess of 5-ton capacity; fireplaces of any kind (even if main source of heat) and key valves; wood, pellet, or gas stoves; humidifiers; filters; electronic air cleaners; computerized HVAC management systems or zone controllers; flues and vents; roof jacks or stands; condenser casings; deionizers; registers; grills; pre-coolers; leak detection tests; structural modifications required in connection with any covered repair; inaccessible and/or wall obstructed refrigerant lines; drain and condensate pans, except as noted in "Efficiency and Modifications"; failure or inadequacy caused by system operation outside of manufacturer specifications. Water evaporative cooler repair or replacement necessitated by rust, corrosion or chemical deposits.

LIMITS: \$500 maximum for diagnosis, repair, or replacement of ductwork. LHW will provide access through unobstructed walls, ceilings, and floors only, and will provide cash in lieu of returning the access opening to rough finish condition in the following amounts: smaller than 5 square feet: \$40; 5-10 square feet: \$65. \$500 maximum for diagnosis, repair or replacement of water evaporative coolers. \$1,000 maximum for diagnosis, repair or replacement of electric cable heating systems. Refrigerant recharge limited to \$20 per pound.

2. SWIMMING POOL AND HOT TUB

COVERED: Above-ground and accessible working parts and components of heating and filtration system as follows: heater; pool pump; motor; filter housing; filter timer; gaskets; blower; back flush valve; pool sweep motor and pump; above-ground plumbing pipes and wiring.

NOT COVERED: Jets; lights; skimmers; pool liner; pool cover and related equipment; fill line; fill valve; control panels, boards, and switches; cartridge filters; disposable filtration mediums; sand as filtration medium; pop-up heads; turbo valves; heat pump; solar plumbing or heating equipment.

LIMITS: Repairs will be limited to \$1,000 per Contract for diagnosis, labor, parts, and/or materials.

3. WATER SOFTENER

COVERED: Mechanical components and parts that affect the operation.

NOT COVERED: Softening agents; resin bed; conditions caused by chemical, calcium, build-up/deposits; filter and related components.

LIMITS: \$500 maximum to diagnose, repair, or replace.

C. SERVICE OVERVIEW

1. In accordance with the terms of this Contract, Landmark Home Warranty, hereinafter also referred to as LHW, agrees to repair or replace systems and appliances mentioned as covered for the Contract Holder, hereinafter also referred to as You.

2. LHW will repair or replace systems and appliances mentioned as covered that:

- a. Are in proper working order on the effective date of this Contract.
 - b. Have become inoperable due to normal usage after the effective date of this Contract and are reported during the term of this Contract.
 - c. Are properly installed and located within the perimeter of the main foundation or detached garage, except those noted with an ***.
3. LHW will repair or replace covered systems and appliances whose malfunctions, defects, and improper conditions precede the effective date of this Contract, including subsequent repairs required due to rust, corrosion, sediment, and/or lack of maintenance if:
- a. The malfunctions, defects, and improper conditions would not have been detectable through a visual inspection and simple mechanical test performed within 60 days prior to the effective date.
 - i. A visual inspection of the covered item verifies that it appears structurally intact, properly cleaned and maintained, and without damage or missing parts that would indicate inoperability or imminent failure.
 - ii. A simple mechanical test is defined as turning the item on and off to ensure that it is fully operational. While turned on, the item should operate as intended, without causing damage, irregular sounds, smoke, or other abnormal outcomes.
 - b. The Contract Holder provides a home inspection report performed within 60 days prior to the effective date by a state licensed inspector, and covered items are documented as inspected and in proper working order and without indication that the covered item is in need of maintenance, repair, or suggestion of imminent failure. In the event the inspector notes recommend further evaluation by a trade specific professional, coverage may not apply.
4. LHW will determine, at its sole discretion, whether a covered system or appliance will be repaired or replaced.
5. Homes that have been sold for more than 30 days, and are not listed for sale, or are not part of an imminent real estate transaction at the time the Contract is received by us, do not qualify for coverage under the terms of this Contract. Call 888.493.5596 for quote.
6. Contract is for Contract Holder's residential dwelling, less than 5,000 square feet. Homes over 5,000 square feet require additional fees. Call 866.306.2999 for quote.
7. Where the premises covered by this Contract are a condominium or multiple units, obligations are limited to the confines of the unit. Common equipment is excluded.
8. LHW reserves the right to repair and/or replace systems and appliances with non-original manufacturer parts, including rebuilt or refurbished parts. We are responsible for providing installation of equipment comparable in features, capacity, and efficiency, but not dimensions, color, or brand.
9. LHW reserves the right to provide cash in lieu of repair or replacement when an item is not repairable and a replacement item is no longer available. The cash in lieu amount is the dollar amount LHW would pay (which can be less than retail cost) for parts and labor of said covered items, less the incurred cost of the contractor's diagnosis. Once cash in lieu is provided, LHW is no longer responsible for repair or replacement of the system or appliance for the duration of the Contract.
10. This Contract is limited to one unit per covered system or appliance (unless specifically noted or additional options purchased).
11. This Contract covers only the items mentioned as covered and excludes all others.

D. CONTRACT EFFECTIVE DATES

1. Real Estate Transaction Contract: becomes effective at close of sale and is in effect for one full year. Payment must be received within 14 days after close of sale. If Contract Holder takes possession prior to close of sale, the payment is due and coverage will begin upon receipt of payment.
2. Seller's Coverage Contract: effective the day the Contract is confirmed 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 contracts are offered in full faith that Contract Holder (home seller) will purchase a Real Estate Transaction Contract for the home buyer upon the close of sale of the home.
 - a. You must contact LHW on or before the close of sale of the home in order to convert the Contract to a Real Estate Transaction Contract.
 - i. See Contract Effective Dates 1, for Real Estate Transaction Contract payment terms.
 - b. If the Seller's Coverage Contract is not converted to a Real Estate Transaction Contract through the sale of the home, the Contract will be cancelled at the end of the 180-day term and no additional Contract fee will be due upon cancellation.
 - c. Seller's Coverage is not available on multiple units.
3. New Construction Contract: begins on the first anniversary of the close of sale and continues for three years from that date, provided the Contract fee was received by LHW within 14 days from close of sale. All systems and appliances to be covered must be in proper working order at the time coverage begins on the first anniversary after close of sale.
4. Annual Contracts may be paid monthly or in full. All monthly contracts automatically renew, unless cancelled by the Contract Holder or are nonrenewed by LHW. Monthly payments must be made by credit or debit card (Visa, MasterCard, Discover or American Express) and are subject to a \$5 per month transaction processing fee.

E. TO REQUEST SERVICE

1. Service can be initiated online at www.landmarkhw.com or via phone at 866.306.2999, 24 hours a day, 7 days a week.
2. LHW must be notified as soon as the malfunction is discovered and prior to expiration of the Contract term.
3. LHW will select an independent contractor to perform the service.
4. Under normal circumstances, services will be initiated within 48 hours after your service request is made to LHW.
5. \$60 service call fee is due to the service contractor upon their arrival to your covered property.
6. If you request the wrong trade for services, you'll be responsible to pay an additional service call fee, payable to the appropriate service contractor.
7. Failure to pay the service call fee will result in a suspension of warranty coverage. LHW will not respond to a new service request until all previous service call fees are paid. If warranty coverage is suspended and service call fees are paid in full, the coverage will be reinstated, but the Contract period will not be extended.
8. It is your responsibility to provide access and clear non-related items away from the area that requires service. In the event the area is not accessible, the contractor will return at a later date, and you will be responsible for an additional service call fee.
9. LHW will determine what constitutes an emergency and will make reasonable efforts to expedite service within 24 hours. An emergency is defined by LHW as a failure resulting in:
 - a. Plumbing failure that causes interior flooding
 - b. Complete loss of heat or A/C and interior home temperatures are below 45 degrees Fahrenheit or above 90 degrees Fahrenheit
 - c. System or appliance failure causing ongoing secondary damage to the home
 - d. A condition that immediately endangers health or safety

- e. A condition that interferes with healthcare support of occupants
 - f. No electricity, gas, water, or toilet facilities to the entire home
10. If LHW does not deem your service request an emergency and you request service to be performed outside of normal business hours, you will be responsible for payment of additional fees, including overtime.
11. LHW reserves the right to obtain a second opinion at LHW's expense. LHW may, at its sole discretion, authorize your request for a second opinion by a LHW contractor, and you will be responsible for the payment of an additional service call fee.
12. Service work is guaranteed for 30 days.
13. In some instances, LHW may offer you the option of finding your own contractor to provide diagnosis and possible subsequent repair. In this instance, your contractor must provide a diagnosis and itemized bid to LHW before any work is performed. LHW will not reimburse you for services performed by your own contractor without prior authorization.

F. THIS CONTRACT DOES NOT COVER

1. Repairs or replacement required as a result of fire, freeze, flood, or other acts of God; accidents; vandalism; neglect; misuse; abuse; missing parts; cosmetic defects; design flaws; manufacturer defects; structural defects; power failure; shortage; surge or overload; inadequate capacity; or damages due to pests or pets.
2. Living spaces detached from main home, unless additional option is chosen (Guest House Essential Plan).
3. Repairs or replacement required as a result of failure to clean or maintain, according to manufacturer specifications, except as noted in Service Overview (3).
4. Repairs or replacement required as a result of improper previous or attempted repair, unless additional option is chosen (Advantage Plan).
5. Repairs or replacement required as a result of improper installation, unless additional option is chosen (Advantage Plan).
6. Consequential or secondary damage, including consequential damages due to a service contractor's conventional repair efforts of the primary item.
7. Failure to provide timely service due to conditions beyond LHW's control, including but not limited to, part or equipment delays or labor difficulties.
8. Commercial properties and/or residential properties being used for commercial purposes.
9. Systems or appliances classified by the manufacturer as commercial and/or commercial equipment modified for domestic use.
10. 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.
11. Providing or closing access to covered items, except as noted under limits for plumbing, electrical, and ductwork. LHW is not responsible for additional charges to remove or install systems, appliances, or non-related equipment; nor does LHW cover the cost of restoration of wall coverings, floor coverings, countertops, etc.
12. Cost for cranes or other lifting equipment, unless additional option is chosen (Advantage Plan).
13. Cost relating to permits, unless additional option is chosen (Advantage Plan).
14. Performance of services involving hazardous or toxic materials, including but not limited to, asbestos, mold, lead paint, or sanitation of sewage spills; costs related to disposal of hazardous or toxic materials; costs related to recapture and/or disposal of refrigerants, unless additional option is chosen (Advantage Plan).
15. Removal of defective systems and appliances, unless additional option is chosen (Advantage Plan).
16. Cost of construction, carpentry, or other modifications made necessary by a covered repair or replacement, except as noted in A/C and Heating System.
17. Items covered by a manufacturer, distributor, builder, or an extended warranty.

G. TRANSFER

This Contract is transferable to a new Contract Holder at the same property address for a \$25 administration fee. You must notify LHW of this transfer by calling 866.306.2999.

H. RENEWAL

1. All notices regarding your Contract will be sent to your last email and/or mailing address of record.
2. At our discretion only, your Contract may automatically renew at the end of each Contract term for another one-year term. You agree that we may automatically renew your Contract and charge your account on the one year anniversary of your Contract effective date, unless you cancel your Contract before the expiration date.
3. If LHW elects to renew your Contract, LHW will notify you of prevailing rates and terms approximately 45 days prior to the expiration of coverage.
4. The renewal payment is due on the renewal date and will automatically be charged to the same credit card that you used for the original Contract or the most recent renewal. Please notify LHW before the renewal date of any changes to your email, account, or billing information.

I. CANCELLATION

1. LHW may not cancel this Contract during the initial term for which it was issued, except for any of the following reasons:
 - a. Contract Holder does not pay a fee or charge due under the terms of this Contract.
 - b. Contract Holder engages in fraud or misrepresentation of facts material to the issuance of the Contract.
 - c. When the warranty Contract is for Seller's Coverage and close of sale does not occur within 180 days of the effective date.
 - d. Upon mutual agreement between you and LHW.
2. LHW initiated cancellation will become effective 15 days after the notice of cancellation is made to the Contract Holder. Contract Holder shall be entitled to a pro rata refund of the paid Contract fee for the unexpired term.
3. Contract Holder may cancel at any time.
 - a. If cancelled within 30 days of Contract effective date, and no service request has been made, the Contract Holder is entitled to a full refund of paid Contract fees.
 - b. If Contract is cancelled beyond 30 days of Contract effective date, or within 30 days of Contract effective date and services have been performed, Contract Holder shall be entitled to a pro rata refund of the paid Contract fee for the unexpired term, less a \$75 administrative fee and any actual service costs incurred by LHW.
4. If Seller's Coverage Contract is cancelled and the Contract will not be paid in full for a home buyer as a Real Estate Transaction Contract,

J. MISCELLANEOUS

RIGHT TO CONTACT: LHW may use Contract Holder's contact information to perform business functions and to contact you when necessary. We may also use this information to notify you about new products or services and special promotions offered by LHW or any of its affiliates. LHW will not sell, rent or lease Contract Holder's contact information to third parties.

MANDATORY ARBITRATION: Any claim, dispute, or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto, shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability, or formation of this Agreement, including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."

CLASS ACTION WAIVER: Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. The parties understand that they would have had a right to litigate through a court, to have a judge or jury decide their case, and to be party to a class or representative action; however, they understand and choose to have any claims decided individually, through arbitration.

UTAH CUSTOMERS ONLY: This service contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this contract is not guaranteed by the Property and Casualty Guaranty Association.

“Here at Landmark Home Warranty we strive to be remarkable. Whether that is through our service, our repairs and replacements, or our coverage, we want our customers, real estate partners and contractors to love working with us. We invite you to join us in our journey to help deliver remarkable service in everything we do.”

-Chris Smith, President

www.landmarkhw.com

866-306-2999