

*Your Local Home Warranty Company*



Real Estate Contract

888.737.7070  
Home-Warranty.com



*Bernice Lowry*

Regional Sales Manager  
817.538.8977  
bernice@home-warranty.com



3530 Forest Lane, Suite 330 • Dallas Texas 75234





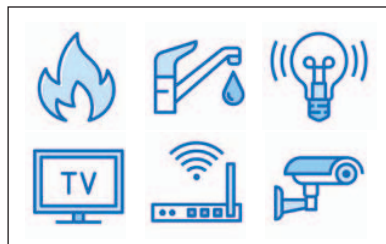
# Welcome

**Nations Home Warranty is located in the Dallas/Ft. Worth Metroplex area.** We are headquartered in Dallas, since 1996. When it is hot or cold - we know it! When you make a phone call to Nations Home Warranty, there will always be a live person at our end of the telephone line. We are the only home warranty company that calls to confirm the repairman is coming and calls you after service is performed.

## - Nations Extras -



**When you call us in Dallas you never have to punch a button -**  
Calls are always answered with a REAL person on the end of the line.



**Utility and Service Connections**

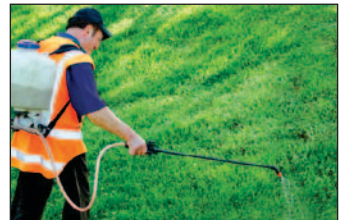


**Re-Key Service**  
Included in Basic Package!

PLUS 2 Reprogrammable Garage Door Remotes



**FREE Service Call**



**Pest & Lawn Services**



**Nations Contract App**



**Carpet Cleaning Service**



**Garage Door Tuneup**

## True Customer Service

1. Order service.
2. Talk to a real Customer Care Representative in Dallas - not in another state or country.
3. We call you back to make sure an appointment is set.
4. After the service, we call to make sure the claim was completed.



# Choose from these 3 Packages:

	Basic \$410 CONDO \$385	Premier \$525 CONDO \$500	Superior \$600 CONDO \$575
12 Month Contract	✓	✓	✓
Air Conditioning/Heat Equipment Semi-Annual Checks	✓	✓	✓
Air Conditioning Units	✓	✓	✓
Carpenter Ants	✓	✓	✓
Carpet Cleaning Service	✓	✓	✓
Ceiling Fans	✓	✓	✓
Dishwasher	✓	✓	✓
Doorbells	✓	✓	✓
Ductwork	✓	✓	✓
Electrical System	✓	✓	✓
Garage Door Opener	✓	✓	✓
Garage Door Tune-Up	✓	✓	✓
GFCI Devices	✓	✓	✓
General Pest	✓	✓	✓
Exhaust Fans	✓	✓	✓
Garbage Disposal	✓	✓	✓
Heating Systems	✓	✓	✓
Lawn Fertilization	✓	✓	✓
Lawn Pest Control	✓	✓	✓
Lawn Fire Ants	✓	✓	✓
Leak Detection	✓	✓	✓
Built-in Microwave Oven	✓	✓	✓
Oven/Range/Cooktop/Vent A Hood	✓	✓	✓
Plumbing Stoppage	✓	✓	✓
Plumbing System	✓	✓	✓
Re-Key Service and Reprogramming 2 Garage Door Remotes	✓	✓	✓
R-410A Refrigerant	✓	✓	✓
Rodent Coverage	✓	✓	✓
Smoke Detectors	✓	✓	✓
Sump Pump	✓	✓	✓
Trash Compactor	✓	✓	✓
Undetectable Pre-existing Conditions	✓	✓	✓
Water Heater	✓	✓	✓
Utility and Service Connections	✓	✓	✓
<b>INCLUDES:</b>			
Code Violations \$250 (per contract term)		✓	✓
Permits \$150 (per occurrence) \$500 (per contract term)		✓	✓
Refrigerant: Recovery and Disposal		✓	✓
Haul Away of replaced equipment \$150 (per occurrence) \$500 (per contract term)		✓	✓
Mismatched Systems		✓	✓
Improper Installation		✓	✓
Crane \$500 (per contract term)		✓	✓
Enhanced Coverage for: Plumbing, Garage Door Opener, Trash Compactor, A/C, Dishwasher, Heating, Oven/Range/Cooktop/Vent-A-Hood, Built in Microwave		✓	✓
<b>INCLUDES:</b>			
Washer/Dryer			✓
Primary Refrigerator with Ice Maker & Dispenser			✓

**Service Fee \$75**

*Call for a quote if residence is larger than 5,000 square feet.*

# Using the Plan

*We have nothing but the highest of praise to give to the repairman as well as your company. We were absolutely blown away by the service.*

**Connie K.  
Carrollton**

## **Welcome to Nations Home Warranty!**

We are so happy you have chosen Nations Home Warranty. We are one of the few companies to continue offering optional termite coverage year after year. The best part of our partnership is that we are a Texas company with our headquarters located in Dallas. When it is HOT or COLD, we know it and we care. You will be happy when you call our office, because there are no phone queues (phone jail) and your call will be answered personally by a friendly Customer Care Representative who is here to get your needs fulfilled. If you speak Spanish, our Customer Care Representatives can handle that, too. Our office will call you after your service appointment is set, and we'll call you after service is completed to make sure you are satisfied.

This residential service agreement, also known as "Home Warranty" is intended to provide protection against the high cost of repairs to your systems and appliances. Nations Home Warranty covers the primary motors in all appliances and equipment and does NOT cover components that do not contribute to the primary function of the appliance or equipment. It is our intention to help you get your repairs done in a timely manner. Because there are Limitations and Exclusions in the contract sometimes you will be responsible to pay costs not covered in the plan. Also, only the specific items in the plan are covered, excluding all others. During those situations, we will work diligently with you to find the best course of action to minimize your out-of-pocket expenses.

**Please feel free to call with any questions or concerns, or to order service repairs: 888.737.7070.**

We provide a professional group of insured and licensed independent contractors to do repairs in your home. They are not agents or employees of Nations Home Warranty. They will be there to complete their tasks when these items occur:

- By phone, mobile app, on our website.
- Call us immediately when the problem occurs.
- Your problem or failure is a result of normal "wear and tear."
- The failure must be located within the main foundation of the home (except for pool, spa, lawn sprinkler, air conditioning equipment, septic system and well pumps).
- You live in a manufactured house, condo or a single family residence less than 5,000 square feet. Call for a quote if the dwelling is larger.
- The failure was in good working order the effective day of this contract.

## **PLEASE NOTE:**

- **We choose the service provider**
- **We do not reimburse for services performed by an outside contractor.**

**SO, PLEASE DON'T CALL YOUR OWN CONTRACTOR!**

### **This is the procedure to follow when you need service:**

Contact our office. We will contact the service contractor. Service Contractor will call you to set up appointment during normal business days: Monday through Friday 8:00 AM to 5:00 PM (not including holidays or weekends). We are not an emergency service company. If you want quicker service, the assigned contractor will provide you with pricing and availability of a technician. We do not have access to contractor schedules. You will be responsible for the additional fees, including overtime.

In case of emergency, we will attempt to provide service as soon as possible. An emergency would consist of: no electricity, gas, water, or toilet facilities to the entire house; or a situation endangering health or safety.

The wonderful news is that we have a large network of contractors to help to complete your claim. Your repair will carry a 60 day warranty on parts and 60 day warranty on labor (unless the covered claim specifies a different warranty period). It will be our decision to repair or replace a covered system, appliance or component, and we have the right to send a different contractor for a second opinion. Remember, we will not pay for non-covered work or non-covered costs.

It is very important that you know when you will be responsible for paying a co-pay (just like at your Doctor's office) for service. These co-pays may vary in price. Check your plan. The co-pay is due even if the claim is not covered by this plan.

We may allow you to contact another contractor, to obtain a diagnosis or repair, when one is not available. When this situation happens we require:

1. The contractor you hire is qualified, licensed (when necessary HVAC/Plumbing/Electrical) and insured.
2. After the contractor arrives at your home and has diagnosed the problem, you must call our office with a diagnosis and the service requirements.
3. If the repair is approved, we will give you an authorization number for the specific service and amount that we have authorized.

# Plans & Co-Pays

4. You will pay the contractor.
5. Send us the invoice and our authorization number for reimbursement.
6. A co-pay amount will be deducted from your check.

We have the option to pay, to you or a service contractor, a cash settlement in lieu of repair or replacement. The cash settlement will always be less than retail cost. It will be for Builder's Standard, which is the lowest priced product. The settlement will be a check sent to you. We do not purchase or install equipment. These payments are based on negotiated rates with our service contractors. When new equipment is installed, within 10 days, please send the "green tag" to us (HVAC, Plumbing), by e-mail, mail or fax. When cash in lieu of payment is made, and you decide to purchase used equipment instead of new, we cannot cover it and we cannot be responsible for work performed on the purchased equipment until the manufacturer's warranty has expired. When a system or appliance cannot be repaired, the cash in lieu will be for the part only.

Be sure and contact us for service prior to expiration of this plan. Please share your e-mail address with us. E-mail is the best communication tool to keep us in constant contact with you. We want to know how our service providers are doing and welcome your comments. Plus, we send a newsletter monthly with Home-Tips just for you.

## **PLANS & CO-PAYS**

### **DIFFERENT PLANS AND HOW THEY WORK**

**Individual Coverage:** Individual coverage begins 15 days after payment is received by Nations Home Warranty and continues for twelve (12) months. Optional Coverage is available if purchased in the first 30 days of the contract. Contact us for a quote.

**Renewal Coverage:** Renewal coverage begins on the anniversary date of the expired coverage, provided that the plan fee has been received by Nations Home Warranty within 30 days of expiration, and continues for twelve (12) months. Optional coverages can be added if purchased within the first 30 days after the renewal date.

**New Construction Coverage:** Coverage begins the 1st day of the 2nd year after purchase and continues for a three (3) year period.

**Buyer's Coverage:** Buyer's Coverage begins at close of sale and after the plan is paid to us. It continues for twelve (12) months. Optional Coverage is available if purchased within the first 30 days after closing.

**Seller's Coverage:** BASIC Contract only: Coverage starts when we receive and accept the Listing Agreement, which can be entered by phone, fax, e-mail or website. A confirmation number will be given on receipt of the application. The listing period is limited to 180 days: this coverage ends after that 180 days, or at close of sale, or at termination of listing, whichever comes first. Seller's coverage is not available with "for sale by owners" transactions. NOT COVERED all systems and appliances which fail due to pre-existing conditions, the \$75 free co-pay coupon, and FREON.

## **CO-PAY AMOUNTS AND CONDITIONS**

**You are responsible to pay the service contractor for co-pay amount. Each trade call is a separate co-pay.**

Co-pay amount per call is \$75 with the following exceptions: "Eco-friendly" General Pest Treatment \$149; RODENT treatment \$100; Fire Ant Treatment \$100, Termite Treatment \$300 and Carpenter Ant Treatment \$149.00. In the contract, there are a few alternate treatments available which have larger co-pays. They are noted with the explanation-. Termite inspection \$75. All pest and rodent co-pays are subject to local sales tax.

### **The contract holder is responsible for co-pay when:**

- 1) The technician arrives at your home and before the diagnosis or the repair.
- 2) A service technician is on the way to your home and you cancel the appointment.
- 3) You are not home and have not cancelled the appointment.
- 4) The service contractor's diagnosis results in a complete or partial denial.
- 5) On a "recall" service claim, a part failure is diagnosed as different from the previous failure.

If co-pay is not made, your account will be placed on hold, and we will not schedule future claims until any outstanding co-pays have been satisfied.



# Basic Coverage

*The reason I started using Nations Home Warranty is because of the great customer service Julie Jones gives. My clients are very happy with your company.*

**Alexandra F.  
Dallas**

## **CANCELLATION, TRANSFER AND RENEWAL**

We can cancel the contract: 1) when a listing expires, 2) if the contract holder defrauds or misrepresents information relating to the systems or appliances covered under this plan, 3) When a contract holder refuses to pay the co-payment, 4) if the contract holder is verbally or physically abusive to any of our employees or to a contractor. If the contract is canceled, by us only, the contract holder will be entitled to a pro rata refund of the paid contract fee for the unexpired term less a \$60 administrative fee and any service costs incurred by us. If the covered property changes ownership during the contract term, please call us at 1.888.737.7070 for further information to transfer the coverage to the new owner. This contract may be renewed at our option. Contract holder will be notified of the prevailing rates and terms of renewal. You must contact us to transfer property coverage to new owner.

**BASIC PLAN \$410**  
**CONDO \$385**

**UNDETECTABLE PRE-EXISTING CONDITIONS:** Does not apply to Seller's coverage. We cover equipment if a problem was unknown before you purchased the home. We will repair a failure provided it was not known or could not have been detected by a visual inspection or simple mechanical test. Other than these exceptions, all other limitations and exclusions apply. We do not cover known defects.

**You must continue the required normal maintenance (including changing HVAC filters) and proper care of appliances and equipment while the contract is in effect, as specified by the manufacturers.**

## **HEATING AND AIR CONDITIONING (HVAC):**

**Heating and Ductwork:** Furnaces, heat pumps, and cooling systems up to 5 ton capacity.

**INCLUDED:** Air handler unit, metering devices, duct breaks (sheet metal, duct board, or flex duct), and builder's standard programmable thermostats. You must continue the required normal maintenance (Including changing HVAC filters) and proper care of appliances and equipment while this contract is in effect, as specified by the manufacturers

**NOT INCLUDED:** Wall heaters, water or steam heating, portable heaters, heat lamps, oil heating, duct vapor barrier, insulation, asbestos insulated ductwork, burner cleaning, diagnosis testing of ductwork, upgraded parts required by a manufacturer, wall heaters and duct separation caused by improper support or settling.

**Air Conditioner: INCLUDED:** Ducted split systems and packaged systems only, condensing unit, evaporator coil, air handling unit, line dryers, secondary drain pans and lines

(if already installed), metering devices (thermal expansion valves), exposed drain and refrigerant lines, air transitions, plenum, circuit breaker, and builder's standard programmable thermostats. We will repair units utilizing R22 refrigerant as long as parts are available; if an R-22 unit cannot be repaired, we will install R-410A equipment, which may increase non-covered costs to you for physical modifications. Optional Construction Modification Package coverage may reduce those non-covered costs.

**NOT INCLUDED:** Gas air conditioning, chiller systems, evaporative coolers, zoned system, window units, replacement of parts when unit needs cleaning, condensate line stoppage, wireless thermostats, mini split air conditioning units and filter cleaning or replacement and cost of refrigerant: refrigerant recovery, refrigerant disposal, or refrigerant replacement.

**HVAC Check-up: INCLUDED:** Semi-annual (2 times per contract: one a/c and one furnace), standard co-pay applies. Additional fees will be charged for more than one unit: check with us for quote. Check-ups can only be used at certain times of the year. You will be advised of those times by postcard and/or email. Or, you can call us to learn when the spring and fall check-ups are available. Check includes: Amp draw, contactors, condensate lines, capacitors, heat operations, electrical connections, refrigerant levels, temperature split, heat strips, heat exchangers and carbon monoxide check. **NOT INCLUDED:** Filter cleaning or replacement.

- Notes:**
- Co-pay fee does not cover any additional work beyond the Check.
  - Contractor cannot diagnose problem if coils or condensing units are too dirty for system to operate properly: dirty coils or condensing units must be cleaned before diagnosis.

**EXTRA ITEMS THAT APPLY - NOT INCLUDED:** Registers or grills, modifications to air handler, filter rack, humidifiers, dampers and damper controls, electronic air cleaners, filters, flues, vents, and roof jacks, and non-ducted units.

## **PLUMBING**

**Plumbing System, Water Heater, & Stoppages:**

- Leak Detection (Limited to water supply lines)
- Leaks or breaks in water, drain, gas, vent or waste lines
- Toilet tanks, wax ring seals
- Angle stops, diverters and pop-ups
- Risers and gate valves
- Built-in bathtub/ Whirlpool motor only
- Valves for shower and tub
- Sump pump permanently installed within the foundation (ground water only)

# Services

*When it comes to home warranty services Nations is stellar. Great communication and follow through always putting the customer first!*

**Stu Schlackman**

- Water Heater includes: tank leaks, thermostat, gas valve, drain valve, relief valve, burner and heating element. Coverage is for maximum 50 gallon builder's standard.
- Circulating pump
- Stoppage will be cleared in drain or sewer lines up to 75 feet from access point into foundation, when there is an accessible ground level clean out that reaches the stoppage. Clearing of toilet, sink, bathtubs and showers is included.

**NOT INCLUDED:** Sewage ejector pump; flanges; tub overflows; leaks or breaks in lines outside of the foundation; flues; vents; fixtures; faucets; hose bibs; shower and tub drains; shower enclosures and base pans; pressure regulators; toilet lid and seat; algae buildup; float switch or defective sensor; any part of a gas fireplace system; Government agency mandates which cause a change in: the size of water heater, or compliance with city/state/Federal or code standards; cost of any construction or modification; dip tube; thermal expansion tank; power vent units; collapsed, damaged, or broken drain vent or sewer lines outside of the main house foundation; access to drain or sewer lines; removal of toilet; locating or installing a ground level cleanout; stoppages as a result of roots or foreign objects; or parts recommended by a manufacturer.

**Stoppage clean-out warranty is 24 hours.**

## **ELECTRICAL**

- Light switches
- Breakers
- Standard voltage receptacles
- Door bells (limited to primary entrance and one button/chime)
- Bathroom built-in exhaust fans without lights
- GFCI Devices
- Ceiling fans

**NOT INCLUDED:** Carbon monoxide detectors, direct current devices, light kits, remote control devices, or ceiling extensions for ceiling fans; breaker panel or buss bars; intercom, audio, video, computer wiring; alarms (fire or security); fixtures; timers; dimmers; wiring that is not accessible; dead shorts; non-approved wiring connections or junctions; low voltage wiring and associated systems; landscape lighting; attic power ventilators; photocells; power surge; locating an arc fault location; and any item deemed dangerous or obsolete per the National Electric Code.

## **APPLIANCES**

Kitchen Appliances-one of each listed below, all located in Primary Kitchen

**Dishwasher: INCLUDED:** Upright single door only, pump, motor, fill valve, gasket, seal, door latch, and control board touch pad.

**Garbage Disposal: INCLUDED:** Parts and components

**Microwave, Built-in: INCLUDED:** Magnetron; touch tone panel.

**Oven/Range/Cooktop: INCLUDED:** Mechanical components, Self-cleaning mechanisms and timers (when timer affects the primary function of oven).

Note: Combo units and convection microwaves are covered for repair only.

**Vent-a-hood: INCLUDED:** Built-in vent hood exhaust fan, fan motor, and controls.

**Trash Compactor: INCLUDED:** Motor and ram assembly.

**NOT INCLUDED ALL APPLIANCES:** Components that do not contribute to the primary function of the appliance or equipment: Cooktop glass, hinges, springs, liners or cavities, vents, flues, doors, clocks, timers, lights, light sockets, filters, switches, dials, buckets, runner guards, pans, handles, knobs, door glass, detachable or removable components, trays, rollers, baskets, racks, shelves, tubs, portable or countertop units, trim kits, air gap, damage caused by foreign objects, damage caused by arcing or fire, infrared broiler, sensi-heat burners, meat probe assemblies, rotisseries, filters, magnetic induction cooktop. replacement buckets, lock and key assemblies, replacement keys, refrigerator/oven combinations, under-counter refrigerator, dishwasher in a drawer or microwave oven, range hoods longer than 36", telescoping or down-draft exhaust fans.

**Garage Door Opener: One unit only: INCLUDED:**

Mechanical screw or chain driven motor, and limit switches.

**NOT INCLUDED:** Hinges, springs, electric eye, garage door adjustment, track assembly, cables, rollers, transmitters, remote controls, damage to automobiles, and exterior touch pads (For each additional unit, an optional coverage must be purchased).

**Smoke Detector: INCLUDED:** Battery operated and hardwire.

## **LAWN AND PEST COVERAGE**

**LAWN TREATMENTS: All services are subject to local sales tax.** Fire ant, lawn, and all pest control treatments are

performed by technicians who are licensed with the Texas Department of Agriculture/ Pest Control Service.

**NOT INCLUDED:** Lawns exceeding 5,000 square feet (for larger lawns, call for quote); any area other than lawn, such as flower beds, ground cover, trees; and lawn maintenance.

**Lawn Fertilizing (March through September):**

Application of lawn fertilizer.

**NOT INCLUDED:** New lawns

**Lawn Pest Control:** Chinch bugs, Grub worms, and Army worms. Warranty 30 days.

**NOT INCLUDED:** Any other pests not specified.

**Fire Ants in Lawn:** Warranty 30 days. Manufacturer's direction is to allow 10 days from date of treatment to see desired results. **Co-pay \$100**

**NOT INCLUDED:** Interior treatment, treatment of other pests.

# Optional Items

*It is just such a relief to know that taking care of your things will be rewarded in the future and that good companies do exist.*

**Rachael J.  
Dallas**

## **PEST TREATMENTS:**

### **Subject to local tax**

**Carpenter Ants: INCLUDED:** Pre-existing infestation. **Co-pay \$149.** Warranty 90 days.

NOT INCLUDED: Repair to damaged areas, alterations to structure or landscaping that affect the control of Carpenter Ants.

**General Pests: INCLUDED:** Inside perimeter of the home, for the following insects: American Roaches, Earwigs, Millipedes, Clover Mites, Centipedes, Sow Bugs, House Ants, House Spiders, Firebrats, Silverfish, Ground Beetles, and Pill bugs. Upon request "Eco-friendly" treatment can be provided. Treatment will be performed with botanical organic products.

**Co-pay \$149 Covers Indoor and Outdoor.**

NOT INCLUDED for both treatments: Bed Bugs, Fleas, Ticks, Bees, Fire Ants, Pharaoh Ants, Fungus, Wood-Boring Beetles, Rodents, Brown Recluse Spiders, Black Widow Spiders, and German Roaches. Warranty 30 days.

**Rodents: INCLUDED:** Inspection of perimeter of home for entry points and placement of one bait box in attic. **Co-pay \$100**  
NOT INCLUDED: Repairs to entry points, repair to damaged areas (caused by rodents) or removal of dead rodents.

## **OTHER SERVICES:**

### **Re-Key of House and Reprogramming of garage**

**door remote control: INCLUDED:** 6 key holes (including deadbolts) and four keys, two remotes maximum.

NOT INCLUDED: Security Locks, reprogramming car remote devices or exterior keypads, purchase or installation of new locks or remote devices.

**Garage Door Tune-up: INCLUDED:** Lubricate moving parts: springs, rollers, hinges, bearings, track, opener rail, opener pulley and opener sprocket; align electric eyes; and minor chain adjustments. If a mechanical failure is discovered, additional service co-pay will be due for the repair.  
NOT INCLUDED: Repairs

**Carpet Cleaning Service: INCLUDED:** One time carpet cleaning per term of contract for normal wear and tear dirt. Three areas, each area being a maximum of 200 sq. ft. only, covering a maximum of 600 square feet. NOT INCLUDED: Moving furniture, pre-existing carpet damage, permanent stains (feces, urine or red stains), stair cleaning or stains that require enzyme treatments.

**Utility and Service Connections: Special services:** utility accounts, electricity, gas, TV, Wi-Fi, water, security systems.

### **MAXIMUM PAYMENT PER ITEM DURING THE TERM OF THE BASIC CONTRACT includes diagnosis as well as repair or replacement**

All appliances combined .....	\$3,000
Ductwork.....	\$500
Ovens .....	\$1,500
Plumbing System-repair of pipe that is covered with concrete or encased.....	\$1,000
Seller's Coverage .....	\$1,500
Sump Pump .....	\$500

## **OPTIONAL ITEMS**

### **OPTIONAL COVERAGE**

Additional payment must be made. For BUYERS only in a Real Estate Transaction. Optional coverage must be purchased within thirty (30) days from the start date of the contract.

### **CONSTRUCTION MODIFICATION PACKAGE \$50**

We will pay up to \$500 per contract period for construction modifications costs that may become necessary when replacing old equipment with new equipment.

### **PREMIER PACKAGE \$525 CONDO \$500**

**Includes everything In the BASIC Plan plus the Premier Option.**

- 1) Equipment Code Violation Correction: **We will pay up to \$250 per contract term to correct code violations when affecting repair or replacement.**
- 2) Permits: **We will pay up to \$150 per occurrence up to \$500 maximum per contract term.**
- 3) Refrigerant Recovery and Disposal
- 4) Haul Away of replaced equipment. **We will pay up to \$150 per occurrence up to \$500 maximum per contract term.**
- 5) Plumbing: Cracks or breaks in toilet and tanks that are not cosmetic, faucets and showerheads (both replaced with builder's standard chrome), shower arm, and hose bibs **(\$600 limit per contract period).**
- 6) Garage Door Opener, one unit only, Hinges, springs, and electric eye.  
NOT INCLUDED: Garage Door, Door and track adjustments, track assembly, cables, rollers, transmitters, remote controls, damages, and exterior touch pads.
- 7) Mismatched System: We will cover a malfunction of a system that was not matched in size or efficiency prior to the contract term; we will not replace equipment for the purpose of matching systems.
- 8) Improper Installation: We will repair a system that was improperly installed (if possible). We will not correct an improper installation.
- 9) Crane: **We will pay up to \$500 per contract period towards cranes or other lifting equipment that are necessary for service to rooftop HVAC units.**

### **THE FOLLOWING ITEMS WILL BE COVERED IF THE PARTS ARE AVAILABLE.**

### **IF PARTS ARE NOT AVAILABLE, WE ARE NOT RESPONSIBLE FOR REPLACEMENT:**

- 10) Trash Compactor: **Removable buckets**
- 11) Air Conditioning: **registers, grills, window units (maximum 12,000 BTU air conditioner only) up to two maximum**
- 12) Dishwasher: **Racks, baskets, rollers**
- 13) Heating: **Registers, grills, heat lamps**
- 14) Oven/Range/Cooktop/Vent-a-hood: **Racks, dials, knobs**
- 15) Built-in Microwave: **One unit only (will not replace microwave if part of a combo unit). Door glass and shelves**

# Options

*I've been a Nations customer for nearly 20 years, both on my personal residence plus all my 30+ rental properties. I am constantly impressed with their staff and vendors. Nations is a valued partner in my Real Estate business and I refer all my Buyers and Sellers to them with confidence.*

**James Fomby, Associate Broker at RE/MAX Dallas Suburbs**

## **SUPERIOR PACKAGE \$600**

### **CONDO \$575**

**Includes:** Everything in the BASIC and PREMIER package plus Washer/Dryer, Primary Kitchen Refrigerator with ice maker and dispenser.

### **INDIVIDUAL OPTIONAL COVERAGE ITEMS**

#### **Clothes Washer/Clothes Dryer (one set) \$90: INCLUDED:**

motor, pump, belts, thermostat and heating element. NOT INCLUDED: Knobs and dials, filters/screens, dispensers, tub or plastic mini-tubs, all-in-one washer/dryer, damage to clothes, touchpads, and Wi-Fi controls.

#### **Clothes Washer/Clothes Dryer and Refrigerator with Ice Maker and Dispenser \$125: INCLUDED:**

Motor, pump, belts, thermostat, heating element, compressor, evaporator, condenser coil, defrost system, ice maker in freezer compartment one (1) unit only, water dispenser, and integral freezer. Unit must be located within the main foundation of the home. NOT INCLUDED: Knobs and dials, filters/screens, tub or plastic mini-tubs, all-in-one washer/dryer, damage to clothes, touchpads, and Wi-Fi controls, drain pan, auger, ice bucket or doors, wine chillers, filters, racks, shelves, ice crushers, interior thermal shells, freezers which are not an integral part of the refrigerator, coffee makers and water lines, ice maker. Additional refrigerator limitations are listed In Refrigeration coverage option.

#### **Freezer, Free Standing (maximum of 19 cubic feet) \$45:**

Unit must be located within the main foundation of the home. NOT INCLUDED: Filters, racks, shelves, interior thermal shells.

#### **Garage Door Opener \$30:** Garage Door Opener, one unit only:

**INCLUDED:** Mechanical screw or chain driven motor, and limit switches.

NOT INCLUDED: hinges, springs, electric eye, garage door adjustment, track assembly, cables, rollers, transmitters, remote controls, damage to automobiles, and exterior touch pads (For each additional unit, an optional coverage must be purchased).

**Guest House \$175: INCLUDED:** Coverage same as Basic house except maximum size is 2,000 square feet, maximum of one HVAC unit and water heater. NOT INCLUDED: If guest house is over 2,000 square feet, contract holder will be required to purchase a separate Basic contract.

**Lawn Sprinkler System \$100: INCLUDED:** Leaks and breaks in PVC lines, standard residential sprinkler heads and shut off valves. Covers properties up to a maximum 1/2 acre. Call us for a quote if more than 1/2 acre.

NOT INCLUDED: Agricultural grade equipment, check valves, substandard materials, wiring not rated U.L. for underground use, back flow prevention devices, hydraulic systems, clocks, timers, control panels, sprinkler heads broken because of abuse, rain sensors, septic sprinkler heads, and adjustment of heads.

#### **Plumbing External Main Line Protection \$75: INCLUDED:**

Underground water pipe and drain line leaks, in a line between meter and house, caused by normal wear and tear, and located outside the main foundation of the house.

NOT INCLUDED: Access or restoring paving or landscaping

after repair is completed, stoppage caused by roots, pipes obstructed by paved surface, sprinkler system, pool and spa pipes, clay pipes, French drains, and water shutoff valve.

**Pool/Spa Equipment \$190: INCLUDED:** Primary equipment of chlorine and salt water pools; above ground and accessible components and parts of the heating, pumping, and filtration system including: filter grids, primary and sweep/cleaner pump and motor, internal workings of basic electromechanical timers, mechanical freeze guards and spa air blower. Additional optional coverage is required if pool and spa do not share common equipment.

**Additional Spa Equipment \$95:** Same as mechanical Pool/Spa Coverage, also covers air blower.

NOT INCLUDED: Above ground pools and spas, disposable filtration media, salt/chlorine generators/cells, check valves, spa booster pump, lights, cleaning equipment, computer operated systems or components including computer or heater control boards, motorized valves, in-floor cleaning systems, damage caused by low water level or improper water chemistry, fountains, waterfalls, water purifiers, water level sensor, fill valve or the water line to the fill valve.

**Salt Water Pool Equipment \$180:** (This Option may only be purchased along with the Pool/Spa Equipment Option) INCLUDED: Salt cell and primary circuit board.

**Refrigerators:** Components that do not contribute to the primary are NOT INCLUDED: Wine chillers, doors, drain pans dual icemakers, linear compressors, under counter or drawer refrigerators, filters, racks, shelves, ice crushers, and interior thermal shells, freezers which are not an integral part of the refrigerator, coffee makers and water lines.

**Primary Kitchen \$50: INCLUDED:** Compressor, thermostat, evaporator, condenser coil, defrost system, ice maker (when parts are available), in freezer compartment one (1) unit only, water dispenser, and integral freezer.

NOT INCLUDED: Undercounter or drawer units, linear compressors or dual icemakers, water dispenser, auger, ice bucket or doors.

**Additional Refrigerator \$50: INCLUDED:** Only available when kitchen refrigerator option is purchased. Compressor, thermostat, evaporator, condenser coil, defrost system, and integral freezer. This option does not apply to dual compressor refrigerators.

NOT INCLUDED: Undercounter or drawer units, linear compressors or dual icemakers, ice maker, water dispenser, auger, ice bucket or doors.

#### **SUBTERRANEAN TERMITE TREATMENT \$53:**

**PARTIAL TREATMENT: \$300 co-pay** (minimum of 10 linear feet on exterior of house), warranty through end of contract period.

**Subterranean Termite Inspection:** If service technician finds no termite activity, an inspection fee of \$75 is due to the pest company.

NOT INCLUDED: Conducive conditions; repair to damaged areas; Formosan, Drywood, or Dampwood Termites; treatment in instances where there is customer sensitivity, environmental hazard, or access cannot be obtained because of structural design or safety reasons.

**Septic System \$75:** Pumping one (1) time per year of one

# General Limitations

*You kept me somewhat sane during this ordeal and I appreciate it more than you know. Now I truly understand why my colleague recommended Nations.*

**Meg P.**

tank if the tank has backup due to stoppage. An inspection certificate must have been completed within 90 days prior to contract start date. **INCLUDED:** Aerobic System, Sewage ejector pump, aerobic pump, or jet pump. **NOT INCLUDED:** Pressure switches, level switches, control boxes, capacitors, relays, broken sewer lines outside the foundation, roots and root blockage, sewer hook-ups, leach lines and beds, chemical treatments, cesspools, lateral lines, sprinkler heads, tile fields and any other pumps.

**Well Pump \$100: INCLUDED:** Well pump utilized as the main source of water to the home.

**NOT INCLUDED:** Booster/Jet Pump unless additional coverage is purchased.

## **Well Pump and Booster/Jet Pump \$150:**

For Well Pump and/or Booster Pump, **NOT INCLUDED:** Well casing, pressure tanks, piping, electrical lines, re-drilling of well, control boxes, pressure switches, capacitors, relays, and access to diagnose or repair system.

**Wet Bar Refrigerator \$35:** Unit must be located within the main foundation of the home. **INCLUDED:** One unit 7 cubic feet or less, all mechanical parts that affect the operation including compressor, thermostat, evaporator, condenser coil and defrost system.

**NOT INCLUDED:** Interior thermal shells, icemaker, filters, racks, shelves and doors.

**Wine Cooler \$35:** Unit must be located within the main foundation of the home.

**INCLUDED:** One unit with 30 bottle max capacity, all mechanical parts that affect the operation including compressor, thermostat, evaporator, condenser coil and defrost system.

**NOT INCLUDED:** Beverage centers, interior thermal shells, filters, racks, shelves and doors.

## **MAXIMUM PAYMENT PER OPTIONAL COVERAGE ITEM DURING THE TERM OF THE CONTRACT includes diagnosis as well as repair or replacement**

Construction Modification Package.....	\$500
Plumbing External Main	
Line Protection.....	\$1,000
Pool/Spa Heater.....	\$1,500
Saltwater Pool .....	\$1,500
Primary Refrigerator .....	\$2,500
Additional Refrigerator .....	\$1,000
Septic System .....	\$500
Well Pump and/or Booster Pump.....	\$1,500
Wet Bar Refrigerator.....	\$500
Wine Cooler .....	\$500

## **GENERAL LIMITATIONS**

**This contract does not cover the following:**

- 1) Routine maintenance: You are responsible for maintenance and cleaning as specified by the manufacturer for all items covered in this contract. Any item not properly maintained will not be covered.

- 2) Cosmetic or audible defects if the function of the item is not affected.
- 3) Common equipment when covered property is a duplex or condominium.
- 4) Refrigerant or other requirements, permits, and code corrections to comply with federal, state, local or utility regulations or with building or zoning codes.
- 5) Like-for-like replacement of appliances or systems, such as matching dimensions, brand, color (including stainless steel), features, or functions. We will replace equipment and parts with similar capacity and efficiency. Replacement will be with builder's standard unit cost only. Builder's Standard is defined as: Contractor grade, consisting of lowest priced product.
- 6) Systems or appliances sold by the manufacturer as commercial grade, or commercial like or style.
- 7) An appliance or system that is covered by any other service agreement or warranty.
- 8) Systems or appliances that are improperly installed, maintained, repaired or modified.
- 9) Any item working on a three-phase electrical system equipment.
- 10) Systems, appliances, piping, or wiring that are improperly sized or lack sufficient capacity.
- 11) Any items related to solar, geothermal, or fire suppression systems including piping, and heat source well pumps.
- 12) Problems caused by cleaning of dirty, clogged coils or blower assemblies.
- 13) Systems or appliances that are mismatched in efficiency or capacity, replacement of equipment for the purpose of matching systems.
- 14) Commercial property or a residence used as a business.
- 15) System or appliance that has had recent attempted repairs by anyone other than our contractor.
- 16) Systems or appliances that are disassembled or have parts missing.
- 17) A malfunction that was caused by misuse, abuse, or damage by people, pests, rodents, pets, or insects.
- 18) Energy management systems
- 19) Systems or appliances for which a manufacturer has issued a recall or declared a deficiency
- 20) Conditions caused by sediment or mineral accumulation or electrolysis.
- 21) Computerized, Wi-Fi, voice controlled zone controllers or pneumatic controls for any covered item.
- 22) Any work done by non-licensed individuals.
- 23) Repair of a system or appliance which would remain non-compliant with federal or state laws, code requirements, or manufacturers' specifications after repair was completed.
- 24) Repair of a system or appliance which has been deemed unsafe or defective by the Consumer Product Safety Commission.
- 25) Remote controls or items that are remotely controlled via cell phone, electronic pad or computer.
- 26) If any system or appliance is missing the manufacturer's ID tag, or if the ID tag is unreadable it will not be covered.
- 27) Any absorption type of cooling device.

# Fees & General Exclusions

## GENERAL EXCLUSIONS:

- A) Our contractors reserve the right to rebuild any part which will restore the unit to proper working order.
- B) We are not responsible or liable for consequential or secondary damage, loss or bodily injury.
- C) We are not responsible for delay or failure to perform, or accidents that are due to conditions beyond our control, such as: inability to purchase, abnormal weather, tornadoes, fire, mud, soil or foundation movement, structural damage, masonry work, water damage, flood, electrical failure, smoke, lightning, freezing, earthquakes, theft, storms, accidents, war, riots, vandalism, acts of God, and root damage.
- D) We are not responsible for a service contractor's negligence, delay, inappropriate behavior, or failure to provide service.
- E) We are not responsible for loss of income, food or beverage spoilage, utility bills, additional living expenses, or delays in securing parts.
- F) We are not responsible for injury or damage caused by: mold, mildew, fungus, bacteria, virus, rot, spores, asbestos, lead paint, sewage spills, or any other hazardous or toxic material or chemicals. We will not provide service to areas containing these materials. We are not responsible for abatement, removal, or remediation of these materials.
- G) Any construction or restoration of items such as floor, masonry, cabinets, tile, paint, countertops, marble, wall coverings or similar items.
- H) You must call us for service prior to the expiration of this contract.
- I) We reserve the right to inspect systems and appliances and to require a home inspection report at any time.
- J) Nations is not responsible for high or low electrical voltage or high or low water pressure.
- K) Access to equipment, pipes and drain lines in order to make repairs. The contractor will not restore paving, landscaping, walls, floors, tile, masonry, marble, wall coverings, cabinets, or similar items to their original condition. In some cases, you may will be required to provide access.
- L) Governmental agency mandates or natural catastrophes can cause scarcity of a product, or significant product design changes such as FREON R22, when this happens, the homeowner's "out of pocket costs" will increase.

## FEES:

- 1) You may be charged an additional fee by the repair contractor for:
  - A) Sales tax for new equipment
  - B) Haul away of replaced equipment
  - C) Refrigerant recovery and disposal and replacement.
  - D) Code violation corrections
  - E) Permits
  - F) Cranes to install equipment
  - G) Construction modifications to install new equipment,

- Improper Installation, repair or modifications
- H) Relocation of equipment
- I) Additional manpower or equipment which is required to repair or replace any system or appliance
- J) Connections to larger equipment
- K) Access to equipment, pipes and drain lines in order to make repairs. The contractor will not restore paving, landscaping, walls, floors, tile, masonry, marble, wall coverings, cabinets, or similar items to their original condition. You will be required to provide access.
- L) Governmental agency mandates or natural catastrophes can cause scarcity of a product, or significant product design changes such as FREON R22, when this happens, the homeowner's "out of pocket costs" will increase.
- M) Customer's out of pocket expense will increase if Freon cost exceeds \$15 per pound.

*Upgrade packages provide monetary assistance with many of these fees. Please read the descriptions of these packages: Construction Modification Package, Premier Package, Superior Package and choose the plan for your home. Perfect for older homes that may need a new water heater, air conditioning or furnace.*

## ARBITRATION CLAUSE

Each party to this contract expressly waives any right to trial by jury or any claim, demand, action, cause of action, or controversy arising out of or relating in any manner to this contractor any transactions contemplated by or performed under this contract whether now existing or hereafter arising and whether sounding in contract tort, or otherwise (collectively "disputes"). Each party to this contract expressly and unconditionally agrees that: (1) Any and all disputes, including any and all claims for injunctive relief, shall be determined by final and binding arbitration, conducted in Dallas, Dallas County, Texas. (2) Any disputes under this contract shall not be consolidated or combined with any other arbitration proceedings unless agreed to by both parties in writing.

There shall be one arbitrator agreed to by the parties within twenty (20) days of receipt by respondent(s) of the demand for arbitration. If the parties cannot agree upon a single arbitrator, then the parties agree that one arbitrator shall be appointed by each party with twenty (20) days of receipt by respondent(s) of demand for arbitration, and the fired presiding arbitrator shall be appointed by agreement of the two party- appointed arbitrators fourteen (14) days of the appointment of the second arbitrator.

The arbitrator(s) will have no authority to award punitive, treble, or consequential damages. The award rendered by the parties and may be entered and enforces in any court having jurisdiction thereto, except as may be required by law, neither party nor the arbitrator(s) may disclose the existence, content, or results of any arbitration without the prior written consent of both parties, unless to protect or pursue a legal right.

# Application

## CHOOSE YOUR PLAN:

**Basic Coverage** for Family Home, Condo/townhouse or Mobile Home

Basic Coverages	\$410
Condo	\$385
Sellers Coverage	FREE
New Construction 3 year (Years 2-4)	\$680
Duplex- \$650, Triplex \$1,000, Four-plex- 1,300 (Buyer Only)	\$_____

## Upgrade Packages

Premier Package Upgrade	\$525 _____
Condo	\$500 _____
Superior Package Upgrade	\$600 _____
Condo	\$575 _____

## Optional Items

Construction Modification Package	\$50 _____
Plumbing External Main Line Protection	\$75 _____
Free Standing Freezer	\$45 _____
Garage Door Opener (each Unit)	\$30 _____
Guest House	\$175 _____
Lawn Sprinkler System	\$100 _____
Saltwater Pool Equipment	\$180 _____
Pool/Spa Equipment	\$190 _____
Additional Spa Equipment	\$95 _____
Primary Refrigerator with Icemaker and dispenser	\$50 _____
Additional Refrigerator	\$50 _____
Subterranean Termite Coverage	\$53 _____
Septic System	\$75 _____
Washer/Dryer per set	\$90 _____
Washer/dryer/Refrigerator w/Icemaker and Dispenser	\$125 _____
Well Pump	\$100 _____
Well Pump Booster	\$150 _____
Wine Cooler	\$35 _____
Wet Bar Refrigerator	\$35 _____

## TOTAL CONTRACT PRICE

**\$75 Co-Pay** \$\_\_\_\_\_

## Order the Plan or call for Service

**Web:** home-warranty.com  
**Phone:** 888.737.7070  
**Mail:** PO Box 59009 Dallas, TX 75229  
**Fax:** 888.707.7001



# Claims App

Download Free from the iTunes App Store or  
Google Play Store.



Fast & Easy  
to make a **Claim**

## Key Features

- Search for your contract
- Select your contract
- Submit a claim
- Save multiple contracts
- Access for Future Claims



THIS CONTRACT IS ISSUED BY A RESIDENTIAL SERVICE COMPANY LICENSED BY THE TEXAS REAL ESTATE COMMISSION. COMPLAINTS ABOUT THIS CONTRACT OR COMPANY MAY BE DIRECTED TO THE TEXAS REAL ESTATE COMMISSION AT P.O. BOX 12188, AUSTIN, TX 78711-2188 (512) 936-3049. THE PURCHASE OF A RESIDENTIAL SERVICE CONTRACT OR HOME WARRANTY CONTRACT IS OPTIONAL AND SIMILAR COVERAGE MAY BE PURCHASED FROM OTHER RESIDENTIAL SERVICE COMPANIES OR INSURANCE COMPANIES AUTHORIZED TO CONDUCT BUSINESS IN TEXAS.

NOTICE: YOU THE BUYER HAVE OTHER RIGHTS AND REMEDIES UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT WHICH ARE IN ADDITION TO ANY REMEDY WHICH MAY BE AVAILABLE UNDER THIS CONTRACT. FOR MORE INFORMATION CONCERNING YOUR RIGHTS, CONTACT THE CONSUMER PROTECTION DIVISION OF THE ATTORNEY GENERAL'S OFFICE, YOUR LOCAL DISTRICT OR COUNTY ATTORNEY OR THE ATTORNEY OF YOUR CHOICE.

Effective date 10.1.2019 (16.0)