**COVERAGE TIME AND RENEWAL**
You must report defects or malfunctions to Company during the term of this Contract.

1. Coverage begins on Contract Effective Date and continues for 12 months.
2. Auto Renewals:
   - If the monthly payment option is selected, you will be automatically renewed for an additional annual period of coverage, unless you notify Company in writing 30 days prior to the expiration of this Contract. Your first payment for the next Contract is deemed authorization for an additional 12 month Contract.
3. Offer for future coverage is at Company’s sole discretion. You will be notified of rates and terms for continuation of coverage.

**BASIC PLAN COVERAGE**
Company shows examples of components “not covered” to assist your understanding of this Contract; and examples are not exhaustive. It is also important to review Limits of Liability as well as the Options Ordered section of your Home Warranty Summary page.

**KITCHEN APPLIANCES (Limit up to $3,500 per appliance) – COVERED**
- Dishwasher
- Garbage Disposal
- Instant Hot Water Dispenser
- Trash Compactor
- Oven/Range/Cooktop
- Microwave Oven (built-in only)

**NOT COVERED:** ROTISSERIES, LIGHTS, KNOBS, DIALS, RACKS, BASKETS, ROLLERS, REMOVABLE TRAYS, REMOVABLE BUCKETS, DOOR GLASS, INTERIOR LINING, LOCK ASSEMBLIES, MAGNETIC INDUCTION COOKTOPS, MEAT PROBE ASSEMBLIES AND CLOCKS (UNLESS THEY AFFECT THE PRIMARY FUNCTION OF THE UNIT).

**KITCHEN REFRIGERATOR (Limit up to $3,500) – COVERED**
- All parts, except;

**NOT COVERED:** INSULATION, RACKS, SHELVES, DRAWERS, TRACKS, HANDLES, LIGHTS, ICE CRUSHERS, BEVERAGE DISPENSERS AND THEIR RESPECTIVE EQUIPMENT, INTERIOR THERMAL SHELLS, FOOD SPOILAGE, STAND ALONE FREEZERS, REFRIGERATORS LOCATED OUTSIDE KITCHEN AREA AND REFRIGERANT RECAPTURE, RECLAIM AND DISPOSAL.

**NOTE:**
- COVERAGE IS FOR ANY ONE OF THE FOLLOWING TYPES OF KITCHEN REFRIGERATOR/FREEZER UNITS: A BUILT-IN KITCHEN REFRIGERATOR/FREEZER

**CLOTHES WASHER AND DRYER – COVERED**
- All parts, except;

**NOT COVERED:** PLASTIC MINI-TUBS, SOAP DISPENSERS, FILTER AND LINT SCREENS, KNOBS AND DIALS, VENTING AND DAMAGE TO CLOTHING.

**ATTIC AND EXHAUST FANS – COVERED**
- All parts.

**CEILING FANS – COVERED**
- All parts, except;

**NOT COVERED:** LIGHT KITS AND REMOTE TRANSMITTERS.

**PREMIER PLAN COVERAGE**
The following Items are covered in addition to Basic Plan Coverage upon receipt of additional Contract fee for Premier Plan Coverage.

**NOTE:** The Contract holder may purchase Premier Plan Coverage up to 30 days from Contract Effective Date. Such coverage is not effective until payment is received by Company and coverage terminates upon Contract expiration.

**PLUMBING – COVERED (if Premier purchased)**
- Pressure regulators
- Circulating hot water pump
- Bathtub motor, pump and air switch assemblies
- Permanently installed sump pumps (ground water only)
- Valves: shower, tub, diverter, riser, angle stop and gate valves
- Leaks and breaks of water, drain, gas, vent or sewer lines (except caused by freezing)
- Toilet tanks, bowls and mechanisms (replaced with white builder’s standard as necessary)

**NOT COVERED:** FIXTURES, FAUCETS, FILTER, SHOWER HEAD, SHOWER ARM, SHOWER ENCLOSURE AND BASE PAN, CAULKING AND GROUTING, SEPTIC TANK, HOSE BIBBS, FLOW RESTRICTIONS IN FRESH WATER LINES, WATER CONDITIONING EQUIPMENT, SEWAGE EJECTORS, SAUNAS OR STEAM ROOMS, WHIRLPOOL JETS AND FIRE SUPPRESSION SYSTEMS.

**NOTE:** COMPANY IS ONLY RESPONSIBLE FOR PROVIDING ACCESS FOR COVERED PLUMBING REPAIRS THROUGH UNOBSTRUCTED WALLS, FLOORS OR CEILINGS AND WILL RETURN THE OPENING TO A ROUGH FINISH. COVERAGE FOR DIAGNOSIS, ACCESS, REPAIR OR REPLACEMENT OF ITEMS LOCATED IN OR BELOW A CONCRETE SLAB AND ITEMS ENCASED IN OR COVERED BY CONCRETE IS LIMITED UP TO $500.

**PLUMBING STOOPAGES – COVERED (if Premier purchased)**
- Clearing of stoppages in sink, tub, shower drains and toilets. Clearing of sewer and mainline stoppages (including hydrojetting if stoppage is unable to be cleared with cable) to 125 feet of point of access where ground level cleanout is existing. Clearing of lateral drain lines to 125 feet from point of access including accessible cleanout, p-trap, drain or overflow access point.

**NOT COVERED:** STOPPAGES CAUSED BY FOREIGN OBJECTS, ROOTS, COLLAPSED OR BROKEN LINES OUTSIDE THE FOUNDATION, ACCESS TO DRAIN OR SEWER LINES FROM ROOF VENT AND COSTS TO LOCATE, ACCESS OR INSTALL A GROUNDED LEVEL CLEANOUT.

**HEATING – COVERED (if Premier purchased)**
- Heat pump
- Heating elements
- Baseboard convectors
- Hydronic circulating pumps
- Heat pump refrigerant recharging

**NOT COVERED:** AUXILIARY SPACE HEATERS, CABLE HEAT, HUMIDIFIER/DEHUMIDIFIER SYSTEMS OR ACCESSORIES, FILTERS (INCLUDING ELECTRONIC AIR CLEANERS), REGISTERS, FUEL STORAGE TANKS, HEAT LAMPS, FIREPLACES AND KEY VALVES, FIREPLACE INSERTS, BASEBOARD CASINGS AND GRILLS, CHIMNEYS, FLUES AND VENTS, UNDERGROUND OR OUTSIDE COMPONENTS AND PIPING FOR GEOTHERMAL OR WATER SOURCE HEAT PUMPS, WELL PUMPS AND WELL PUMP COMPONENTS FOR GEOTHERMAL OR WATER SOURCE HEAT PUMPS, GRAIN, PELLET, STOVE STYLE OR
WOOD HEATING UNITS (EVEN IF ONLY SOURCE OF HEATING), SYSTEM MANAGEMENT OR ZONE CONTROL SYSTEMS (WHETHER MANUAL, ELECTRONIC, COMPUTERIZED OR PNEUMATIC) AND HEAT PUMP REFRIGERANT RECAPTURE, RECLAIM AND DISPOSAL.

NOTE:
Fred Coverage for Diagnosis, Access, Repair or Replacement of Any Geothermal or Water Source Heat Pump, Glycol, Heated Water, Steam or Water Heater/Heating Combination Unit is Limited Up to $1,500.

Fred company determines that a package unit or the condenser of a central air conditioning or heat pump split system must be replaced, company will replace the unit with a unit that meets current federal, state or local government efficiency standards. This note also applies to central air conditioning.

DUCTWORK – COVERED (if premier purchased)

✓ Ductwork from the heating or cooling unit to the connection at register or grill.

Not covered: Grills and registers, improperly sized ductwork, insulation, dampers, collapsed or crushed ductwork, ductwork damaged by moisture, ductwork where asbestos is present, costs for inspections, locating leaks to ductwork, diagnostic testing of ductwork when required by any federal, state or local law, regulation, or ordinance, or when required due to installation or replacement of any system equipment.

NOTE: Company is only responsible for providing access for covered ductwork repairs through unobstructed walls, floors or ceilings and will return the opening to a rough finish. Coverage for diagnosis, access, repair or replacement of ductwork located in or below a concrete slab and items encased in or covered by concrete is limited up to $500.

WATER HEATER (Includes tankless water heaters) – COVERED (if Premier purchased)

✓ All parts, except;

Not covered: Holding or storage tanks, flues and vents, fuel storage tanks and solar equipment.

NOTE: Coverage for diagnosis, access, repair or replacement of any geothermal or water source heat pump, glycol, heated water, steam or water heater/heating combination unit is limited up to $1,500.

ELECTRICAL – COVERED (if Premier purchased)

✓ Plugs
✓ Conduit
✓ Telephone wiring
✓ Panels and sub panels
✓ Circuit breakers (including ground fault)
✓ Wiring
✓ Junction boxes
✓ Switches and fuses
✓ Doorbells (includes wiring)

Not covered: Computer, audio, video, intercom, fixtures, alarm – and all associated wiring or cables. Inadequate wiring capacity, sensor, relay, low voltage systems, power surges, timed circuits, phone jacks and wiring which is the property of the phone company.

NOTE: Company is only responsible for providing access for covered electrical repairs through unobstructed walls, floors or ceilings and will return the opening to a rough finish.

Garage Door Openers – COVERED (if Premier purchased)

✓ Motor
✓ Capacitor
✓ Switches
✓ Receiver
✓ Carriage
✓ Switch Center rail
✓ Push arm

Not covered: Remote transmitters, adjustments, doors, gate and gate motors, side rails, hinges and springs.

Central Vacuum System – COVERED (if Premier purchased)

✓ All parts, except;

Not covered: Hoses and accessories which are removable.

NOTE: Company is not responsible for gaining or closing access to floors, walls or ceilings to locate the malfunction or to effect repair or replacement.

Optional Coverage

Available upon payment of additional Contract fee with either the Basic Plan Coverage or Premier Plan Coverage.

NOTE: The contract holder may purchase optional coverage up to 30 days from Contract Effective Date. Such coverage is not effective until payment is received by company and coverage terminates upon contract expiration. To view options purchased, please go to Options Ordered section of your Home Warranty Summary page that precedes this contract.

Central Air Conditioning – Covered (if purchased)

✓ Refrigeration System (includes heat pump)
  - Thermostats
  - Condensing unit
  - Refrigerant lines
  - Air handling unit
  - Liquid and suction line dryers
  - Refrigerant recharging
  - Fuses, breakers, disconnect boxes and wiring
  - Evaporator coils (including thermostatic expansion valves)

✓ Evaporative Cooler
✓ Built-in Electric Wall Units
✓ Mini-Split Ductless Systems

Not covered: Humidifier/dehumidifier systems or accessories, registers, grills, filters (including electronic air cleaners), gas air conditioners, window units, underground or outside piping and components for geothermal or water source heat pumps, cooler pads, roof jacks or stands, system management or zone control systems (whether manual, electronic, computerized or pneumatic) and refrigerant reclamation, reclaim and disposal.

NOTE:
Fred coverage for diagnosis, access, repair or replacement of any geothermal or water source heat pump, glycol, heated water, steam or water heater/heating combination unit is limited up to $1,500.

Fred company only responsible for providing access for covered central air conditioning repairs through unobstructed walls, floors or ceilings and will return the opening to a rough finish. Coverage for diagnosis, access, repair or replacement of items located in or below a concrete slab and items encased in or covered by concrete is limited up to $500.

Fred company determines that a package unit or the condenser of a central air conditioning or heat pump split system must be replaced, company will replace the unit with a unit that meets current federal, state or local government efficiency standards.

When replacing a central air conditioning or heat pump split system, company will replace any covered component as well as modify the plenum, indoor electrical, air handling transition and duct connections as necessary to maintain compatibility and operating efficiency as required by the manufacturer of the replacement unit, including the installation of thermostatic expansion valves.

Pool/Spa Equipment – Covered (if purchased)

✓ Filters
✓ Pumps
✓ Timers
✓ Valves
✓ Circuit board
✓ Heating units
✓ Pump motors
✓ Salt water cell
✓ Pool sweep motor and pumps
✓ Above ground plumbing and electrical

Not covered: All cleaning equipment, including pop up heads, turbo and actuator valves, pool sweeps, liners, lights, structural defects, solar equipment, inaccessible components, humidifier/dehumidifier systems or accessories, jets and respective parts and components, fuel storage tanks, fill valves, system management or zone control systems (whether manual, electronic, computerized or pneumatic), disposable filtration media, chlorinators, ozonators and other water chemistry control equipment and materials, auxiliary, negative edge, waterslide, waterfall, ornamental fountain and their pumping and motor systems or any other pump or motor that does not circulate water from the pool or spa directly into the main filtration system as its primary function, heat pumps, salt, panel box, remote controls and dials.

NOTE: Coverage for salt water pool/spa equipment salt water cell and circuit board is limited up to $1,500.
ADDITIONAL REFRIGERATION (Limit up to $1,000) – COVERED (if purchased)

This option provides coverage for the following with a combined total of four appliances: additional refrigerator, wet bar refrigerator, wine refrigerator, free standing freezer and free standing ice maker.

✓ All parts of a refrigerator (including wet bar and wine refrigerator) and free standing freezer, except;

NOT COVERED: KITCHEN REFRIGERATOR, INSULATION, RACKS, SHELVES, DRAWERS, TRACKS, HANDLES, LIGHTS, ICE MAKERS, ICE CRUSHERS, BEVERAGE DISPENSERS AND THEIR RESPECTIVE EQUIPMENT, INTERIOR THERMAL SHELLS, FOOD SPOILAGE AND REFRIGERANT RECAPTURE, RECLAIM AND DISPOSAL.

✓ Free standing ice maker:
   All parts which affect the primary function of the ice maker and water dispenser, except;

NOT COVERED: FILTERS, REMOVABLE COMPONENTS WHICH DO NOT AFFECT THE PRIMARY FUNCTION, INTERIOR THERMAL SHELLS, INSULATION AND REFRIGERANT RECAPTURE, RECLAIM AND DISPOSAL.

WELL PUMP (Limited to one well pump per home; Limit up to $1,500) – COVERED (if purchased)

✓ All parts of well pump utilized as a source of water to the home, except;

NOT COVERED: WELL CASINGS, BOOSTER PUMPS, PUMPS USED EXCLUSIVELY FOR IRRIGATION, ANIMALS AND NON-LIVING QUARTERS, PIPING OR ELECTRICAL LINES, HOLDING, PRESSURE OR STORAGE TANKS, REDRILLING OF WELLS, DAMAGE DUE TO LACK OF WATER, TAMPERING, WELL PUMP AND WELL PUMP COMPONENTS FOR GEOTHERMAL OR WATER SOURCE HEAT PUMPS, IMPROPER INSTALLATION AND ACCESS TO REPAIR WELL PUMP SYSTEM.

SEPTIC TANK PUMPING/SYSTEM (Limit up to $500 for tank system) – COVERED (if purchased)

Pumping
✓ One time pumping per Contract if the stoppage is due to septic tank backup.

System
✓ Jet pump
✓ Sewage ejector pump
✓ Septic tank line from house to septic tank

NOT COVERED: SEPTIC TANKS, SEEPAGE PITS, LEACH LINES, LEACH BEDS, CLEANOUT, CESSION, COST OF LOCATING OR TO GAIN ACCESS TO THE SEPTIC TANK, COST OF HOOK-UPS, DISPOSAL OF WASTE AND CHEMICAL TREATMENT OF THE SEPTIC TANK OR SEWER LINES.

PRE-SEASON HVAC TUNE-UP – COVERED (if purchased)

✓ One spring tune-up valid for service requests created on or between February 1 and April 30.
✓ One fall tune-up valid for service requests created on or between September 1 and November 30.

Contract holder is responsible for requesting service and will pay a service call fee for each pre-season tune-up service. Coverage is for one Air Conditioning or one Heating system during each tune-up period; each additional system will require an additional service call fee to be paid directly to the Contractor. If covered service beyond the tune-up is required, an additional service call fee is due. Pre-season tune-ups will be tested and checked for the following items:

Air Conditioning: Thermostat, temperature split, capacitors, contactors, amp draw on compressor, amp draw on blower motor, accessible condensate line, condenser fan blades, clean and tighten electrical connections, refrigerant levels, replace filter (owner supplied) and rinse condenser coil (water rinse only).

Heating: Thermostat, limit switches, safety switches, capacitors, amp draw on motor, heating operation, inspect pilot system/ignitor, check and clean burners (if accessible) and replace filter (owner supplied).

NOT COVERED: FILTERS, CLEANING OF INDOOR/EVAPORATIVE COIL, CLEARING OR UNBLOCKING CONDENSATE LINES, GEOTHERMAL SYSTEMS, OIL SYSTEMS, HYDRONIC OR STEAM SYSTEMS AND DUCTLESS MINI-SPLIT SYSTEMS.

FIRST CLASS UPGRADE

The following Items are covered when the First Class Upgrade (FCU) Option is elected. Optional coverage Items (*) must be purchased for FCU to apply. Premier Plan coverage (***) must be purchased for FCU to apply.

Clothes Washer and Dryer: Knobs, dials.
Trash Compactor: Removable buckets, knobs.
Dishwasher: Racks, baskets, rollers, knobs, dials.
Microwave Oven (built-in only): Interior lining, door glass, clocks, racks, knobs.
Oven/Range/Cooktop: Rotisseries, racks, knobs, dials, interior lining.
*Central Air Conditioning: Filters, registers, grills, window units.
**Ductwork: Grills, registers.
**Garage Door Openers: Hinges, springs, remote transmitters.
**Heating: Registers, grills, filters, heat lamps.
**Plumbing: Faucets (replaced with chrome builder’s standard), shower head and shower arm, hose bibbs, toilets (replaced with like quality up to $600 per occurrence).

Company will cover fees associated with the use of cranes or other lifting equipment required to service roof-top air conditioning* and heating** units.

Where local building permits are required prior to commencing replacement of appliances, systems or components, Company will pay up to $250 per occurrence for such local building permits. Company will not be responsible for replacement service when permits cannot be obtained.

Company will pay costs related to refrigerant recapture, reclam and disposal (if required) and the removal of an appliance, system or component when Company is replacing a covered appliance, system or component.

Company will repair or replace a system or appliance (excluding ductwork) that was improperly installed, modified or repaired, or was not properly matched in size or efficiency at any time prior to or during the term of this Contract provided the new system is not undersized relative to the square footage of area being cooled or heated. In the event that a covered mismatched system or improper installation, modification or repair is in violation of a code requirement, the $250 code violation coverage applies.

Company will pay up to $250 in the aggregate under this Contract to correct code violations when effecting approved repairs or replacements. Company may, at its option, pay the Contract holder in lieu of performing the work.

LIMITS OF LIABILITY

1. Common areas and facilities of mobile home parks and condominiums are not covered. Common systems and appliances not located within the confines of each individual unit are excluded.

2. Repairs or replacements required as a result of missing parts, fire, flood, smoke, lightning, freeze, earthquake, theft, storms, accidents, mud, war, riots, vandalism, improper installation, acts of God, damage from pests, lack of capacity or misuse are not covered by this Contract.

3. Liability is limited to repair or replacement cost of Item due to normal wear and tear. Cosmetic defects are not covered.

4. Company is not responsible for consequential, incidental, emotional distress, pain or suffering, tort or exemplary damages, secondary damage, loss resulting from the malfunction of any Item, or a Contractor’s delay or neglect in providing, or failing to provide, repair or replacement of an Item.

5. Solar systems and components including holding tanks are not covered. System management or zone control systems (whether manual, electronic, computerized or pneumatic) are not covered.

6. Company is not responsible for the following: any corrections, repairs, replacements, upgrades, inspections or other additional costs to comply with federal, state or local laws, utility regulations, zoning or building codes; paying any costs relating to permits, haul away fees, construction, carpentry or relocation of equipment; gaining or closing access to Items except where noted in this Contract; and, alterations or modifications made necessary by existing equipment or installing different equipment except where noted in the Central Air Conditioning section of this Contract. Company will not alter structure to effect repair or replacement, nor refinish or replace cabinets, countertops, tile, paint, wall or floor coverings or the like.

7. Company will not effect service involving hazardous or toxic materials, including asbestos or any other contaminants. Company is not responsible for any claim arising out of any pathogenic organisms regardless of any event of cause that contributed in any sequence to damage or injury. Pathogenic organisms mean any bacteria, yeasts, mold, virus, fungi, mold or their spores, mycotoxins or other metabolic products.
8. Contract covers only single family residential-use property, residential-use resale property or residential-use new construction property. Residential property over 5,000 square feet, multiple units, guest houses and other structures are covered if the appropriate fee is paid. Multiple unit plans include independent coverage limits for each unit except for pool/spa and septic systems. Two year plans' aggregate coverage limits reset every 12 months. Contract is for owned or rented residential property, not for commercial property or premises converted into a business, including but not limited to, nursing/care homes, fraternity/sorority houses or day care centers.

9. Company will determine, at its sole discretion, whether a covered system or appliance will be repaired or replaced. When replacing any appliance, Company will not pay for any failures that do not contribute to the appliance's primary function including, without limitation, TVs or radios built into the kitchen refrigerator. Company will replace with equipment of similar features, efficiency and capacity but is not responsible for matching brand, dimensions or color. Company may install a smaller capacity unit, including but not limited to water heaters and furnaces, if the projected output of the replacement unit is similar to, or greater than, the replaced existing unit. Company reserves the right to replace with a rebuit component or part or repair systems and appliances with non-original manufacturer's parts.

10. Company may obtain a second opinion.

11. Company is not responsible for repairs arising from manufacturer's recall of covered items, manufacturer's defects or for items covered under an existing manufacturer's, distributor's or in-home warranty. The covered Items must be domestic or commercial grade and specified by the manufacturer for residential use.

12. Company is not responsible for repair or replacement of any system, appliance, component or part thereof that has previously, or is subsequently, determined to be defective by the Consumer Product Safety Commission or the manufacturer, and for which either entity has issued, or issues a warning or recall, or when a failure is caused by manufacturer's improper design, use of improper materials, formula, manufacturing process or manufacturing defect.

13. This Contract does not cover routine maintenance.

14. Contract holder and Company may agree on payment of cash in lieu of repair or replacement. Payment is made based on Company's negotiated rates with its suppliers, which may be less than retail.

CUSTOMER SERVICE

1. Telephone service is available at all times. During normal working hours your call will be dispatched within 4 hours of confirmation of coverage. The services contracted for will be initiated under normal circumstances by the Contractor within 48 hours after request is made by the Contract holder. Contractor’s telephone call to Company describing the problem is considered sufficient notice. Company will commence diagnosis without first requiring the completion of a written claim form or other such form of proof of loss. When your coverage is confirmed, your call will be dispatched within 4 hours of confirmation of coverage. The services are provided that you notify Company of the change in ownership and may request that you contact an independent licensed contractor.

TRANSFER OF CONTRACT

If your covered property is sold during the term of this Contract, you have the right to assign this Contract provided that you notify Company of the change in ownership and must submit the name of the new owner by phoning (800) 444-9030 to transfer coverage.

CANCELLATION

Obligations of this Contract are backed by the full faith and credit of the Contractor Provider, First American Home Warranty Corporation (Company), and are not guaranteed by a service contract reimbursement insurance policy.

This Contract provides for a 30-day review period and may be cancelled up to the 30th day from the Contract Effective Date for a full refund provided no claims have been made. After 30 days if a claim has been made, this Contract is noncancelable other than by mutual agreement of the Contract holder and Company.

Contract holder’s request for cancellation must be in writing and can be submitted to cancellationsupport@firstam.com.

Company will not cancel your Contract except for any of the following reasons:
1. Nonpayment of Contract fees when due.
2. The subscriber’s fraud or misrepresentation of facts material to the issuance of this Contract, or in presenting a claim for service thereunder.

If this Contract is cancelled, the Contract holder shall be entitled to a pro rata refund of the paid Contract fee for the unexpired term, less a $50 administrative fee and all service costs incurred by Company.

YOUR DUTIES

You are responsible for the following: (i) Protecting appliances/systems; (ii) Reporting claims promptly; (iii) Installing and maintaining appliances/systems following manufacturer’s specifications and (iv) Maintenance if the Contractor determines it is required to achieve manufacturer results of systems and appliances.

RESOLUTION OF DISPUTES

This provision constitutes an agreement to arbitrate disputes on an individual basis. Any party may bring an individual action in small claims court instead of pursuing arbitration.

All disputes and claims arising out of or relating to the Contract must be resolved by binding arbitration. This agreement to arbitrate includes, but is not limited to, all disputes and claims between Company and the Homeowner, Company and the Seller, and claims that arose prior to purchase of the Contract. This agreement to arbitrate applies to Company, Homeowner and Seller, and their respective parent and subsidiary companies, affiliates, agents, employees, predecessors and successors in interest, assigns, heirs, spouses, and children. As noted above, a party may elect to bring an individual action in small claims court instead of arbitration, so long as the dispute falls within the jurisdictional requirements of small claims court and remains in that court.

Any arbitration must take place on an individual basis, and Company, the Homeowner and the Seller agree that they are waiving any right to a jury trial and to bring or participate in a class, representative, or private attorney general action, and further agree that the arbitrator lacks the power to consider claims for injunctive or declaratory relief, or to grant relief affecting anyone other than the individual claimant. If a court decides that any of the provisions of this paragraph are invalid or unenforceable as to a particular claim or request for a particular remedy (such as a request for public injunctive relief), then that claim or request for that remedy must be brought in court and all other claims and requests for remedies must be arbitrated in accordance with this agreement.

The arbitration is governed by the American Arbitration Rules (the “AAA Rules”) of the American Arbitration Association (“AAA”), as modified by this Agreement, and will be administered by the AAA. Company will pay all AAA filing, administration and arbitrator fees for any arbitration it initiates and for any arbitration initiated by another party for which the value of the claims is $75,000 or less, unless an arbitrator determines that the claims have been brought in bad faith or for an improper purpose, in which case the payment of AAA fees will be governed by the AAA Rules.

The arbitration will take place in the same county in which the property covered by the Home Warranty Contract is located. The Federal Arbitration Act will govern the interpretation, applicability and enforcement of this arbitration agreement. This arbitration agreement will survive the termination of this Warranty Contract.

AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements and understandings of the Parties. No modifications to this Agreement are effective unless in writing and signed by both Parties.