

WE'VE GOT YOU COVERED

Shouldn't Life's Biggest Purchase Come With a Warranty?

If you're like most people, your home is your most valuable investment. Give it the protection it deserves!

Woods Bros. Realty has partnered with HMS National, the country's premier home warranty provider, to offer unique home warranty programs as well as coordinate professional home inspections. These comprehensive service contracts protect you against the mechanical breakdown of covered systems and appliances in the home, before, during and after the home's sale.



**WOODS BROS
REALTY**



COMPREHENSIVE HOME WARRANTY PROTECTION

Peace of Mind Protection

HMS Home Warranty is a service contract that protects against mechanical breakdown of covered systems and appliances in the home. The program provides coverage for breakdowns in major systems like heating and plumbing, as well as major appliances, from initiation date to a full year from the date of closing.

The Seller's Advantage

Sell your home with confidence, knowing that HMS Home Warranty not only makes your home more appealing, but can actually provide the edge you need to help complete the transaction! And, you only pay for the program when your home sells and closes.

62% of home buyers report failure of 2 major items in the first year.

Before, During or After the Sale

Protect yourself before, during or after the sale of your home. HMS Home Warranty's coverage protects you at each critical phase, helping you avoid costly repairs and conflicts that may affect or delay your sale. In addition, the program can reduce your chances of being approached for reimbursement after the sale of the home.

The Buyer's Advantage

When you purchase a new home, you certainly do not need unplanned home repair expenses! Eliminate the uncertainty and reduce the repair expense to a reasonable deductible for covered items, with no limit to the number of claims you may make.

Coverage Begins Where Homeowner's Insurance Ends

Typical homeowner's insurance policies don't cover appliances, or the wear and tear on your home. With HMS Home Warranty, your coverage is extended to cover such items. Plus, you may choose optional additional coverage for a spa, well pump and other items! (Please refer to your home warranty contract for specific coverage.)

With HMS Home Warranty, claims can be made 24 hours a day, 365 days a year. And you can renew HMS Home Warranty annually, for continued protection of your home.

Qualified contractors are only a phone call away 24 hours a day!

HOME INSPECTION SAFETY **PLUS** HOME WARRANTY SECURITY

Know the Home's Condition Before You Buy or Sell

No home is perfect, that's why home buyers and sellers have come to depend on comprehensive inspections. The inspectors will examine hundreds of aspects of the home's condition to identify actual and potential concerns.

Advantages for Home Sellers

You are protected against costly repairs while your home is listed for sale. Eight out of ten home buyers prefer to buy a warranted home⁽¹⁾, your home becomes more appealing to buyers and may sell faster.

Peace of Mind for Home Buyers

In addition to a professional inspection, you can be assured that covered items in your future home will be under warranty for a full year from the date of closing.

8 out of 10 home buyers prefer to buy a warranted home.

Save Money on Repairs

When something breaks, bursts or blacks out, your expense is limited to a reasonable deductible. There's no limit to the number of claims you may make. (Please refer to your home warranty contract for specific coverage.)

Round-the-Clock Repair Service

A network of qualified contractors is available to assist you 24 hours a day, 365 days a year.

Optional Extended Coverage

The home warranty may be renewed annually, allowing for continued protection of your residence.

Coverage Begins Where Homeowner's Insurance Ends

Even the best homeowner's insurance policy rarely covers appliances, or the wear and tear on your home. With HMS your coverage is extended to cover such items and you may choose optional additional coverage for a spa, well pump and other items! (Please refer to your home warranty contract for specific coverage.)

What is Covered:

Standard Features:

- ✓ Air Conditioning
- ✓ Heating
- ✓ Electrical System
- ✓ Plumbing System
- ✓ Refrigerator
- ✓ Washer/Dryer
- ✓ Oven/Range
- ✓ Dishwasher (built-in)
- ✓ Microwave (built-in)
- ✓ Trash Compactor (built-in)
- ✓ Water Heater

Buyer Only Options:

- ✓ Pool/Spa
- ✓ Jetted Bathtub
- ✓ Water Softener
- ✓ Plumbing System
- ✓ Well Pump
- ✓ Sump Pump

1. Gallup Poll

The home inspection portion is a referral and scheduling service managed by HMS North Central and provided by leading independent contractors.

3 Easy Ways to Order:

1. Phone:
1-800-397-1700
1-952-920-2350
M-F 8:30-5:00

2. Fax:
1-877-500-8600

3. Online:
www.hmsnorthcentral.com

HMS North Central, 3940 Sunnyside Road, Edina, MN 55424-1211

Plans/Pricing

Select One →

	Program 1 <input type="checkbox"/> HMS Warranty OR <input type="checkbox"/> Warranty Review	Program 2 <input type="checkbox"/> Protection Plus Warranty / Inspection
Single Family	\$395	\$649*
Duplex	\$595	Call for quote

Buyer Only Options

	Program 1	Program 2
Water Softener	+\$75.00	+\$75.00
Jetted Tub	+\$125**	+\$125**
Pool or Pool w/built-in spa	+\$200**	+\$200**
Well Pump or Sump Pump	+\$60/unit**	+\$60/unit**

Rust and corrosion coverage under the home warranty is effective 30 days after the effective date of buyer or direct warranty contract coverage.

* Price includes cost of The HMS Warranty (\$395), plus an independent home inspection and processing fee. Inspection cost due at time of inspection.

** Available on single family only.

Deductible /Service Fee

Home warranty coverage is subject to a standard deductible/service fee of \$75.00 NE, \$100.00 IA (or actual cost, if less than the standard deductible) per trade, per service call. Deductible to be paid to contractor at time of service call.

Additional Component Pricing:

The Home Warranty Agreement price is based on coverage for a specified number of named systems, appliances and components. If the property has more than 4,000 finished square feet, please add the additional cost to the total amount due.

If.....	Add per unit
More than 1 heating unit	\$100
More than 1 central A/C unit or more than 3 wall A/C.....	\$50
More than 1 water heater.....	\$50
More than 1 refrigerator.....	\$25
More than 3 toilets	\$50

PLEASE DO NOT CALL A CONTRACTOR YOURSELF:

You will not be reimbursed for work performed under the home warranty without prior HMS approval.
For 24 Hour Claim Service call: 1-800-432-1033

Disclosure: The price of the HMS Home Warranty includes the full amount of all fees due and payable, excluding sales tax, if applicable, as well as the costs of processing and administration for the issuing company and its agents.

Application

Warranty Confirmation Number: _____

Please fill out application in its entirety

Coverage is for: Seller Buyer

Full Name _____

Property Address _____

City/State/Zip _____

Phone () _____

If Seller, listing is from _____ to _____ (minimum 90 days)

Buyer's Name _____

HMS Member Number _____

Real Estate Company Name _____

Address _____

City/State/Zip _____

Phone () _____ Fax () _____

Real Estate Agent _____

Closing Information:

Closing Company _____

Closer Name _____

Phone () _____ Fax () _____

Closing Date _____

House Type: Single-family Duplex

All of the above provide 1-year coverage. 3-year coverage is available on newly constructed single-family, residential homes. Please call for a quote.

Check here if new construction

	Program 1 <input type="checkbox"/> HMS Warranty OR <input type="checkbox"/> Warranty Review	Program 2 <input type="checkbox"/> Protection Plus Warranty / Inspection
Plan Price.....	\$ _____	\$ _____
Buyer Options	\$ _____	\$ _____
.....	\$ _____	\$ _____
Total	\$ _____	\$ _____

Home Warranty coverage includes only those systems, appliances and components that were in proper operating condition at the contract effective date and does not include such conditions that cause a covered item to fail which, after prudent investigation it is determined, existed prior to contract effective date. The following systems, appliances or components should be excluded from coverage:

Acceptance of Coverage: Applicant acknowledges that he/she understands the terms and conditions of coverage and authorizes closing agent to pay the required warranty fees upon closing.

Waiver of Coverage: I hereby decline to purchase the home warranty plan which has been presented to me. I agree to hold the real estate broker and agent harmless in the event of a subsequent mechanical failure which otherwise would have been covered under the home warranty plan.

Payment Method: Check enclosed - Made payable to HMS

Bill my credit card: Visa MasterCard AmEx Discover

Auto Renewal Option: To ensure continuous Home Warranty coverage please debit this credit card for renewal of my Home Warranty plan prior to plan expiration date at the then prevailing rate.

Signature _____

Card No _____ Exp. Date _____

Print Cardholder Name _____

NOTE: If the home buyer has purchased a warranty, please enclose payment with a copy of this information and mail to the address above.

COVERAGE SUMMARY

Confirmation Number: _____

I. SERVICE

1. When repair or replacement services covered by this Agreement are required, you must telephone us at 1-800-432-1033 or submit a claim through the web site www.HMSnet.com. You must notify us immediately upon the discovery of a mechanical failure. Notice of any malfunction or failure must be made to us prior to the expiration of the term of the Agreement during which the failure occurred.

This Agreement is intended to provide protection against the cost of repairing certain types of breakdowns of specific items in your home. Please read the Agreement carefully. Coverage includes only certain mechanical breakdowns of the specific items listed as covered on your Agreement Coverage Summary and excludes all other breakdowns and/or items. Coverage is subject to the limitations and conditions specified in this Agreement.

II. TYPES OF WARRANTIES/EFFECTIVE DATES

Your Agreement type and effective date is listed on your Agreement Coverage Summary. Types of warranties and their respective effective dates are as follows:

- 1. A Seller Home Warranty**, which is placed on the home by a prospective home seller at or near the time of listing, is effective immediately upon receipt and processing of the Seller Home Warranty application by us and continues for the remaining term of the listing agreement, not to exceed one hundred and eighty (180) days from the date of listing, unless sooner terminated by the sale of the dwelling (see Buyer Conversion Warranty below) or cancellation of the listing agreement. The Seller Home Warranty may be extended by us at our sole discretion. The Seller Home Warranty converts to a Buyer Conversion Warranty (see below) on the date of closing (title transfer), provided required payment has been received by us within seven (7) business days of closing.
- 2. A Buyer Conversion Warranty**, which is a Seller Home Warranty that has converted to benefit a home buyer after closing, is effective on the date of closing, provided required payment has been received by us within seven (7) business days of closing.
- 3. A Buyer Direct Warranty**, which is purchased by or on behalf of a home buyer at the time of closing, is effective on the date of closing, provided required payment has been received by us within seven (7) business days of closing, unless otherwise agreed to by us in writing.
- 4. A New Home Warranty**, which is purchased by or on behalf of a home buyer at the time of closing of a newly constructed single family home, is effective on the date of closing, provided required payment has been received by us within seven (7) business days of closing, unless otherwise agreed to by us in writing.
- 5. An Open Direct Warranty**, which is available to homeowners not immediately purchasing or selling their home (i.e., when the home is not listed for sale and/or it is more than seven (7) business days after closing), is effective thirty (30) days after required payment has been received by us, unless we otherwise agree in writing.

III. BASIS FOR COVERAGE

We agree to repair the items listed as covered on your Agreement Coverage Summary if they become inoperative during the term of this Agreement due to mechanical failure caused by routine wear and tear, subject to the terms and conditions of this Agreement. We reserve the right, at our option, to replace items rather than repair them. The definition of the specific items that may be listed on your Agreement Coverage Summary as covered, as well as other limitations on coverage and other terms and conditions, are listed below.

This Agreement covers only mechanical failures relating to the mechanical parts and components of those domestic-grade items that were in the home and in proper operating condition on the Agreement effective date. "Mechanical failure" occurs when a covered item becomes inoperable and unable to perform its designed function, subject to the limitations and conditions set forth herein. Mechanical failure is not covered if it is due to: conditions that existed prior to Agreement effective date; lack of routine care and maintenance; misuse; and rust and/or corrosion. "Domestic-grade" items are those that were manufactured and marketed solely for installation and use in a residential single family dwelling. The covered item will be deemed to have been in "proper operating condition" on the Agreement effective date if it was correctly located within the home, was fully connected, was capable of successfully performing all operations commensurate with the manufacturer's original design intention, and did not pose any hazard to life or property. Determination of the operating condition as of Agreement effective date, and the nature of any failure, will be made by us based upon the professional opinion of our direct employees, reflecting but not limited to, our authorized contractor's diagnosis.

IV. PROPERTIES ELIGIBLE FOR COVERAGE

- This Agreement covers a single family residence, including a condominium, townhouse or villa used solely for residential purposes. 2-unit multi-family property (duplex), owned and operated as residential income producing property, is also eligible for coverage. Multi-family residential income property of more than 2-units is not eligible for coverage. Any dwelling used in whole or in part for commercial purposes such as, but not limited to, a day care facility, a group home (5 or more unrelated individuals cohabiting in same household) or fraternity-type house, "bed and breakfast", church or school will not be covered. Notwithstanding the exclusion of "group homes", this Agreement provides coverage under a special exception for special purpose group homes devoted to housing persons with mental and physical disabilities, as those terms are defined by the Americans with Disabilities Act at Title 42 of the United States Code Section 12102(2)(A). Homes listed in any historical register are not covered. Whether or not this contract covers a condominium unit, mobile home, manufactured home, or multi-family property (duplex), any repairs and/or replacements will be limited to the items solely used by and located and serviceable within such single unit (unless specified otherwise). No common area items shared by non-warranted units will be covered by this Agreement.
- Multi-family properties are eligible for the Seller Home Warranty; however, coverage is restricted to the owner occupied unit only. All other tenant occupied units are not covered under the Seller Home Warranty. If coverage is provided on tenant occupied units under the Buyer Conversion Warranty, Buyer Direct Warranty, New Home Warranty, and/or Open Direct Warranty, you (not the tenant) are responsible to report the claim and pay the deductible charge. Multi-family property is not eligible for the New Home Warranty.
- Mobile homes constructed within ten (10) years of the proposed effective date of the Agreement are eligible for coverage, provided they are permanently secured to the ground and that the land they are located on is owned by you. Mobile/manufactured homes that are located in a division operated similar to a condominium, where maintenance is provided, are also eligible for coverage.

V. DEFINITION OF ITEMS

This Agreement provides coverage only for those items specifically listed as being covered on your Agreement Coverage Summary. An additional fee may be required for certain coverages. Coverage of some items is not available under all plans or in every state.

This Agreement defines precisely what mechanical systems and appliances, and which of their parts and components, are covered; only those items specifically so described may be covered, subject to the limitations and conditions herein. The items listed in this section as "Examples of Items/Conditions Not Covered" are not meant to be all-inclusive and are provided for illustration. They do not limit our right to decline coverage for items not on the lists and should not in any way be deemed an expansion of items specified as Covered.

1. Kitchen/Laundry Appliances (Individual appliances available only as an option in some states)

Description of Covered Items: Mechanical parts and components affecting the proper operation of one (1) of each of the following appliances located in the kitchen: refrigerator or combination refrigerator/freezer; built-in dishwasher; built-in microwave oven; range/oven/cook-top; self-contained range exhaust unit located above the range; and built-in trash compactor. Kitchen appliance coverage is only for primary units. Mechanical parts and components affecting the proper operating condition of one (1) of each of the following primary appliances are also covered: clothes washer and clothes dryer. Covered mechanical parts and components include only the following: automatic soap dispenser; belts; compressor; condensers; control timers (oven/range clock-timers are excluded unless failure prohibits normal cooking function); defrost heaters; latch assemblies; clothes dryer heating elements; clothes dryer drum rollers; electronic components; evaporators; fan motors; range/cooktop/heating elements/burners (sensi-temp elements/burners will be replaced only with standard elements/burners); gas valves; hinges; hoses; igniter and pilot assemblies; internal wiring; motors; power cords; pumps; pulleys; ram assembly; switches and relays; solid state control boards; thermostats; touch pads; tracks; transmissions; wash arm assemblies (dishwasher only); and water valves (dishwasher and clothes washer only). In no event shall we be liable for claims in excess of \$1000 in the aggregate per appliance for: top or down-draft cook tops, convection ovens; combination convection/microwave or convection/standard ovens; double wall ovens; and commercial-like or ultra-premium appliances (see V.7. below).

Examples of Items/Conditions Not Covered: Automatic deodorizers; ice and beverage dispensers; buckets; commercial units; damage to clothing; drawers; door seals; drip pans; drums; exhaust fan not solely for venting range/cooktop fumes; filters and screens; food spoilage; stand-alone freezers; ice maker; interior lining; internal shelves; knobs and handles; light bulbs and fixtures; lock and key assemblies; panels and/or cabinetry; racks; removable minitubs; rollers other than clothes dryer drum rollers; rooftop exhaust units; rotisseries and probes; secondary units; sensi-temp/sensi-heat burners; shelves; springs; structural components; timers and clocks; trays; tubs; venting; washing machine agitators; and water flow restrictions due to mineral deposits, such as but not limited to, lime.

2. Primary Central Air Conditioning/Cooling System

Description of Covered Items: Mechanical parts and components of a centrally ducted air conditioning system and/or evaporative (swamp) cooler unit, as follows: accessible ductwork from the air conditioning unit to the point of attachment at registers/grills; air handler; blower fan motors; capacitors; compressors; condenser fan motors; condenser coils; condensers; evaporator coils; fan blades; freon gas lines interior to the unit; internal system controls; internal wiring; motors (excludes dampers); refrigerant (excludes reclamation); refrigerant filter dryer; refrigerant piping (excluding inter-connecting line sets and geo-thermal piping); relays; reversing valves; switches and controls; and thermostats (electronic set back units will be replaced only with standard units). We cover one (1) system with maximum of five (5) ton capacity, and designed for residential application. If the primary cooling system in the home is comprised of wall units, three (3) wall units will be covered.

Examples of Items/Conditions Not Covered: Primary/secondary condensate drain pans, pumps, and lines; filters (including electronic/electrostatic and de-ionizing filter systems); heat recovery unit; interconnecting freon lines (external of the equipment); panels and/or cabinetry; concrete encased or inaccessible ductwork; asbestos insulated ductwork or piping; recapture/reclaim of refrigerant; structural components; geothermal piping; water pumps and lines (external of the condenser unit); wall units (except as noted above); window units, and water cooling towers. Gas systems, including ammonia systems, and chilled water systems, are not covered.

continued...

3. Primary Central Heating System

Description of Covered Items: Mechanical parts and components of one system, either hot water and steam heating system or centrally ducted forced air/gas/electric heating system or electric baseboard units, if providing the primary source of heat in dwelling, as follows: accessible ductwork from covered heating unit to point of attachment to register/grill; blower fan motors; burners; controls; fan blades; heat/cool thermostats (electronic set back units will be replaced only with standard units); heat exchangers; heating elements; igniter and pilot assemblies; internal system controls, wiring, and relays; motors (excludes dampers); and switches. Electric baseboard units are covered if they are the primary source of heating for the property. In no event shall we be liable for claims in excess of \$1500 in the aggregate per covered property for systems that have been converted from coal-to-oil, coal-to-gas, or oil-to-gas; or for hot water or steam heating systems, or oil-fired forced air or furnace systems.

Examples of Items/Conditions Not Covered: Chimneys, flues, and liners; cleaning and re-lighting of burners; concrete encased or inaccessible ductwork; asbestos insulated ductwork or piping; concrete encased steam or radiant heating coils or lines; electric baseboard heat unless primary heating system in home; filters (including electronic/electrostatic and de-ionizing filter systems); fireplaces; free-standing or portable heating units; fuel storage tanks, lines, and filters; gas log systems, including gas feed lines; humidifiers; individual space heaters; maintenance and cleaning; panels and/or cabinetry; radiant heating systems built into walls, floors or ceilings; pressure regulators; registers/grills; secondary units; solar heating devices and components; and structural components.

4. Plumbing System/Plumbing Pipes

Description of Covered Items: Mechanical parts and components of the following: garbage disposals; interior hose bibs; shower and tub valves; toilet tanks, bowls, and toilet mechanisms within the toilet tank. Leaks and breaks, except those caused by plumbing stoppages, of water, gas, drain, waste and vent lines within the perimeter of the main foundation are also covered. We cover up to three (3) toilets.

Examples of Items/Conditions Not Covered: All plumbing in or under the ground, foundation or slab; all piping and plumbing outside of the perimeter of the foundation; bath tubs; bidets; caulking or grouting; color or purity of the water in the system; concrete encased plumbing; conditions of insufficient or excessive water pressure; conditions caused by plumbing stoppages; conditions of water flow restriction due to scale, rust, minerals and other deposits; exterior hose bibs; faucets; holding and pressure tanks; jet pumps; laundry tubs; lawn sprinkler systems; pressure regulating devices; repair and finish of any walls, floors or ceilings where it is necessary to break through to effect repairs; septic tanks and systems in or outside of the home; sewage ejector pumps; sewer and water laterals; wells and well pumps; solar systems; shower enclosures and base pans; sinks; sump pumps; toilet tank lids and toilet seats; water damage; water filters; water purification systems; water softeners; whirlpools, spas and their respective plumbing and mechanical components; and.

5. Water Heater

Description of Covered Items: Mechanical parts and components, including circulatory pumps and domestic hot-water coils attached to boilers, but excluding solar and heat recovery units.

Examples of Items/Conditions Not Covered: Color or purity of water; heat recovery units; insulation; noise; secondary holding/storage tanks; sediment build-up; and solar heaters, including all parts and components.

6. Electrical System

Description of Covered Items: Mechanical parts or components as follows: general line voltage wiring, components and parts within the perimeter of the exterior walls consisting of main breaker fuse panel/box; standard light switches and receptacles; ceiling fan motors and their controls.

Examples of Items/Conditions Not Covered: Attic, bathroom, and/or whole house exhaust fans; alarm systems batteries; burglar, fire and smoke alarms; direct current (DC) wiring and systems; door bells and chimes; exterior wiring and components (except main panels mounted to exterior wall); exhaust fans; intercom or speaker systems; lighting fixtures; load control devices; low voltage systems including wiring and relays; telephone systems; timers; touch pad assemblies; utility meter base pans; and wall fans. Failures and conditions caused by inadequate wiring capacity, circuit overload, power failure/shortage or surge, and corrosion caused by moisture are not covered.

7. Water Softener (Buyer only option)

Description of Covered Items: Mechanical parts and components of basic single and twin water softener units, including central head assembly; piping to and from unit(s) and system tanks.

Examples of Items/Conditions Not Covered: Any and all treatment, purification, odor control, iron filtration components and systems; discharge drywells; failure due to excessive water pressure or freeze damage; failures due to mineral and/or sediment; resin bed replacement; and salt.

8. Sump Pump (Buyer only option)

Description of Covered Items : Mechanical parts and components of the pump assembly located within the home.

Examples of Items/Conditions Not Covered: Back-up power assemblies; any unit located outside the covered property and/or within crawl spaces.

9. Well Pump System (Buyer only option)

Description of Covered Items: Mechanical components and parts of the submersible or above ground well pump utilized as the sole source of water supply only for the main dwelling, excluding irrigation system, as follows: motor; pump; impellers; seals; and controls. For units that also supply water for use outside the main dwelling, only the capacity required to supply water to the main dwelling, excluding irrigation system, is covered.

Examples of Items/Conditions Not Covered: Contamination or lack of water; excavation or other charges necessary to gain access to the pump; failure attributed to well impurity; joint wells; piping and electrical lines leading to and from the unit; pressure, holding or storage tank(s); re-drilling of wells; secondary/booster pumps; and well casings.

10. Swimming Pool (Buyer only option)

Description of Covered Items: Mechanical parts and components as follows: Above ground accessible piping lines leading to and from the unit; filters (housings, laterals, pressure gauges, back flush valves); gaskets; primary circulator pump and motor; and relays and impellers.

Examples of Items/Conditions Not Covered: Automatic feeders and chemicals; chlorinators; "creepy crawlers" and similar cleaning units; electrical lines; filter elements or media (i.e., cartridges, grids and sand); heaters; lighting; pop up heads and turbo valves; secondary/auxiliary cleaning equipment and accessories including built-in or detachable cleaning equipment; skimmers; solar heaters and related components; structure, liner or shell of the pool; timer systems; and underground and/or concrete encased plumbing.

12. Heater for Swimming Pool and/or Spa (Buyer only option)

Description of Covered Items: Mechanical components and parts of gas, electric, oil, and heat pump units. In no event shall we be liable for claims in excess of \$1000 in the aggregate per covered property with respect to pool or spa heaters.

13. Spa (Buyer only option)

Description of Covered Items: Mechanical parts and components as follows: above ground accessible plumbing lines leading to and from unit; air pumps; blower motor; filters (free-standing housing body, laterals, pressure gauges, back flush valves); gaskets; impellers; internal spa pack heater; internal switches; primary circulator pump and motor; and relays.

Examples of Items/Conditions Not Covered: Automatic feeders and chemicals; chlorinators; "creepy crawlers" and similar cleaning units; electrical lines; filter elements or media (i.e., cartridges, grids and sand); heaters; lighting; pop up heads and turbo valves; secondary/auxiliary cleaning equipment and accessories including built-in or detachable cleaning equipment, skimmers; solar heaters and related components; structure, liner or shell of the pool; timer systems; and underground and/or concrete encased plumbing.

14. Combination (shared equipment) Swimming Pool and Spa (Buyer only option)

Description of Covered Items: Mechanical parts and components as follows: above ground accessible plumbing lines leading to and from unit; air pumps; blower motor; filters (free-standing housing body, laterals, pressure gauges, back flush valves); gaskets; impellers; internal spa pack heater; internal switches; primary circulator pump and motor; and relays.

Examples of Items/Conditions Not Covered: Automatic feeders and chemicals; chlorinators; "creepy crawlers" and similar cleaning units; electrical lines; filter elements or media (i.e., cartridges, grids and sand); heaters; lighting; pop up heads and turbo valves; secondary/auxiliary cleaning equipment and accessories including built-in or detachable cleaning equipment, skimmers; solar heaters and related components; structure, liner or shell of the pool; timer systems; and underground and/or concrete encased plumbing.

15. Jetted Bathtub (Buyer only option)

Description of Covered Items: Mechanical parts and components as follows: accessible electrical controls; accessible plumbing lines; air pumps; drains; gaskets; and primary circulation pump and motor.

Examples of Items/Conditions Not Covered: Bathtub shell; caulking and grout; failures due to dry operation of equipment; gaining access to piping, electrical and component parts; tiles and marble; and tub enclosure.

Please Note:

This agreement does not cover upgrading or making modifications to items due to, but not limited to, the following reasons: Capacity (over or undersized); dimensional or design change; conditions of insufficient or excessive water pressure; conditions of inadequate wiring capacity; circuit overload; power failure and/or surge; failure to meet building code(s); zoning requirements; utility regulations; or failure to comply with local, state or federal laws or regulations. Nor does it cover any costs associated with permits, any upgrades or modifications to comply with federal, state and local law, code, regulation, or ordinance, including, but not limited to, replacing furnace flues, piping, ductwork, electrical and sheet metal. Such costs are your responsibility. As are fees associated with the removal and disposal of old systems, appliances and components; or losses or other costs, including, but limited to, disposal fees arising from hazardous or toxic material, asbestos, freon or freon reclamation.