

## HOME SERVICE CONTRACT APPLICATION

<input type="checkbox"/> New (Coverage must be placed within 120 days of retail delivery)	<input type="checkbox"/> Used (If the home is 366 days old or older, apply "used" rates.)
Term in years: _____	Term in years: _____

Contract Period	EFFECTIVE DATE	EXPIRATION DATE	ACCOUNT CODE
	/ /	/ /	

Contract Holder	NAME	Location of Home	(IF DIFFERENT FROM MAILING ADDRESS AT LEFT)
	ADDRESS		ADDRESS
	CITY STATE COUNTY ZIP		CITY STATE COUNTY ZIP
	TELEPHONE NUMBER		
Lender	NAME	Client	NAME
	ADDRESS		ADDRESS
	CITY STATE COUNTY ZIP		CITY STATE COUNTY ZIP
	LOAN NUMBER		DATE OF RETAIL DELIVERY

Rating Information	(MUST BE OWNER-OCCUPIED UNIT)		Contract Price
	Covered Unit is:	Manufacturer Name	\$
	<input type="checkbox"/> New <input type="checkbox"/> Used		
	Coverage Options:		
	<input type="checkbox"/> Home Structure Coverage Systems and Appliances Coverage	<input type="checkbox"/> Systems and Appliances Coverages (available for new homes only)	

Description of your Home	Year	Length	Width	Serial Number	Purchase Date	Purchase Price
		FT	FT			\$

### NOTICE TO BUYER

[A \$2.00 installment charge applies to all installment billing plans for each installment after the first. Not applicable in Virginia.]

The purchase of this service contract is not mandatory and may be waived. The purchase of a contract is not required to obtain financing.

**Declaration:** THE PLAN EXCLUDES EXISTING DEFECTS. Applicant declares that all covered items are presently in place and working properly and will be at the close of escrow except as noted. Excluded items may be reinstated upon receipt of proof of repair.

**Deductible:** Payment for each major structural defect loss and payment for a loss to each other covered item, as defined in the policy, will be subject to a \$50 deductible.

BUYER SIGNATURE	DATE	PRINT BUYER'S NAME
<b>X</b>	/ /	
SELLER SIGNATURE	DATE	PRINT SELLER'S NAME
<b>X</b>	/ /	

## DISCLOSURE OF INFORMATION CONCERNING MY SERVICE CONTRACT PURCHASE

Applicant Name: \_\_\_\_\_

I understand that:

1. This application and/or service contract is subject to acceptance by the administrator. Upon receipt, applications are processed unless the application is incomplete, incorrect, or ineligible for the program. If the administrator cannot process your application, it will be returned to the dealer.
2. The purchase of this service contract is not a condition of the extension of credit. I have voluntarily chosen to purchase the service contract at the price shown on the application.
3. Certain agents, agencies, the dealer and/or service providers, possibly including my lender, may have received some compensation and/or benefit in connection with the sale of this service contract to me.
4. I am paying the cost of this service contract. If I choose to finance the cost of this service contract, my lender will pay it and add the cost to my loan. I will repay the cost to the lender, plus interest, over the life of my loan. This will increase my monthly payment throughout the entire life of my loan.
5. The Term of Coverage for this service contract is shown on the Declarations Page and defined in the service contract. Coverage under this service contract does not begin until the Expiration of the Manufacturer's Warranty.
6. The service contract I am purchasing contains the following Arbitration Clause:

### ARBITRATION PROVISION

**READ THE FOLLOWING ARBITRATION PROVISION ("PROVISION") CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION.**

As used in this Provision, "You" and "Your" mean the person or persons named in this Service Contract, and all of his/her heirs, survivors, assigns and representatives. And, "We" and "Us" shall mean the Obligor identified in the Service Contract and shall be deemed to include all of its agents, affiliates, successors and assigns, and any retailer or distributor of its products, and all of the dealers, licensees, and employees of any of the foregoing entities.

Any and all claims, disputes, or controversies of any nature whatsoever (whether in contract, tort or otherwise, including statutory, common law, fraud (whether by misrepresentation or by omission) or other intentional tort, property, or equitable claims) arising out of, relating to, or in connection with (1) this Service Contract or any prior Service Contract, and the purchase thereof; and (2) the validity, scope, interpretation, or enforceability of this Provision or of the entire Agreement ("Claim"), shall be resolved by binding arbitration before a single arbitrator. All arbitrations shall be administered by the American Arbitration Association ("AAA") in accordance with its Expedited Procedures of the Commercial Arbitration Rules of the AAA in effect at the time the Claim is filed. The terms of this Provision shall control any inconsistency between the AAA's Rules and this Provision. You may obtain a copy of the AAA's Rules by calling (800) 778-7879. Upon written request We will advance to You either all or part of the fees of the AAA and of the arbitrator. The arbitrator will decide whether You or We will be responsible for these fees. The arbitrator shall apply relevant substantive law and applicable statute of limitations and shall provide written, reasoned findings of fact and conclusions of law. This Provision is part of a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* **If any portion of this Arbitration Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the Arbitration Provision.** This Arbitration Provision shall inure to the benefit of and be binding on You and Us and its Provision shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Service Contract.

You agree that any arbitration proceedings will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims.

**YOU AND WE UNDERSTAND AND AGREE THAT BECAUSE OF THIS ARBITRATION PROVISION NEITHER YOU NOR US WILL HAVE THE RIGHT TO GO TO COURT EXCEPT AS PROVIDED ABOVE OR TO HAVE A JURY TRIAL OR TO PARTICIPATE AS ANY MEMBER OF A CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM.**