

SELLER: LISTING COVERAGE ★ BUYER: 12 MONTHS COVERAGE

CONTRACT NUMBER **P**
 LISTING DATE From To
 CLOSING DATE



SALES & CLAIMS
 TOLL FREE: 1-800-472-7004
 LOCAL: 419-866-6066 • FAX: 1-888-866-6556
 Visit Us At: www.ORAwarranty.com

Property Address _____ City _____ State _____ Zip Code _____
 Real Estate Co. _____ City _____ State _____ Zip Code _____
 Real Estate Agent _____ Phone _____
 HOME PROTECTION

DON'T SETTLE FOR LESS THAN THE BEST
 THIS IS NOT A CONTRACT OF INSURANCE
 R.E. ID # _____

OPTION #1 - Cost of plan for Seller and Buyer Check One:
 \$400.00 Deductible \$75.00 \$425.00 Deductible \$50.00
 Note: Each additional unit in same building is \$300.00 per extra unit, over 5 units must have prior approval.

Of Units _____ Price of Contract _____ + Optional _____ = Total _____
Refer to FOR SERVICE box on reverse side of this contract before any service is complete. Service completed without ORA service approval code(s) will not be honored. Any item Listed in Option #4 which have pre-existing conditions and/or defects are excluded and must be listed as so under Option #5.

OPTION #2 - Seller(s) when signing this warranty service contract agrees:
 I/We have read and accept this entire service contract including all terms, conditions and limitations as stated on the reverse side of this contract. I further authorize the closing agency/attorney to pay ORA upon close of escrow the total amount due. IF LISTING COVERAGE IS IN EFFECT. Sellers coverage starts 10th day of listing for a term not to exceed 180 days, however, coverage may be renewed by realtor written request. Listing copy must be received by ORA within 10 days after listing commences (See Terms, Conditions & Limitations term "s"). If I withdraw my realtor's listing or cancel my warranty coverage prior to its expiration date this warranty service contract cancels, and I will reimburse ORA the cost of any claims paid, or the purchase price of the warranty service contract (whichever is less). Ownership of this warranty service contract, in it's entirety transfers to Buyer(s) Coverage at closing/transfer of title for a term of 12 months and includes the applicable deductible as stated in Option #1.

Seller(s) signature: X _____ Address _____ Date of Acceptance: _____
 Buyer(s) Direct Purchase

OPTION #3 - Buyer(s) When purchasing, accepting transfer of ownership, or accepting ownership, of this warranty service contract agrees:
 I/We have read and accept this warranty service contract in it's entirety, including all Terms, Conditions & Limitations as stated on the reverse side of this contract. Buyer(s) coverage commences on the date of closing/transfer of title of said property, is not to exceed a term of 12 months, includes ownership transfer of the applicable deductible stated in Option #1, and is non-revocable without ORA written consent.

Buyer(s) signature: X _____ Address _____ Date of Acceptance: _____

OPTION #4 - Sellers and Buyers covered items.
 Note Seller: Central Air Excluded during Listing Period

Central Heat	Plumbing System	Electric Fixtures	Hot Water Heater	Additional Items for Buyer See Item J on reverse side.	Optional Items for Buyer only to be paid at closing. See Items J and K on reverse side.
Central Air (elec. only)	Dishwasher (built-in)	Faucets	Central Vacuum	Refrigerator	<input type="checkbox"/> Water Softener \$ 70.00 <input type="checkbox"/> Swimming Pool \$95.00
Accessible Ductwork Repairs	Microwave (OTR)	Attic Fan	Garbage Disposal	Roof (leaks only)	<input type="checkbox"/> Well Pump System \$ 85.00 <input type="checkbox"/> Garden Tub \$80.00
Over-Range-Cooktop (built-in)	Electrical System	Sump Pump	Food Center (built-in)	Oven Range (free standing)	<input type="checkbox"/> Clothes Washer/Dryer \$ 50.00 <input type="checkbox"/> Hot Tub \$80.00
Gas Lines (house to meter)	Freon Leak Repair	Telephone Wires	Instant Hot Water Dispenser	Door Bell System	
Range Exhaust Fan			Smoke Detector System		

OPTION #5 - Excluded Items/Reinstatement [Buyer(s) or Seller(s)].
 All items listed in Option #4 are in place, properly connected and in good safe working condition (not hazardous or defective) at date of listing, date of closing and/or first seasonal use. If not, list items as excluded. Excluded items may be reinstated upon written proof of repair by a licensed contractor in the specific field of service.

Excluded Items: _____

DISCLOSURE - ORA sellers and buyers warranty plans are warranty service contracts covering repair or replacement of the working components of the home subject to an applicable deductible paid for by the homeowner per item/per claim/per occurrence. The price for the buyers warranty plan above includes the full amount of all fees due and payable, cost of processing, administration cost, advertising and promotions, and inspection for ORA and the real estate broker. This contract contains the entire agreement, oral, written or implied as stated herein, ORA relies on the truth and accuracy of the facts in this contract and will be obligated to perform according to Terms, Conditions, Limitations, and the Warranty Service Agreement as stated on the reverse side of this contract. Real estate broker and sales representative accept no responsibility for the performance of any services pursuant to this contract. The service contract gives you specific legal rights and you may also have other rights which may vary from state to state.

OPTION #6 - SELLERS OR BUYERS WAIVER - Being made aware of this home protection warranty and having all benefits explained to me, I hereby decline coverage.

X _____ X _____
 Seller(s) Waiver _____ Date _____ Buyers Waiver _____ Date _____

Debra J. Fickman
 OHIO REFERRAL ASSOCIATION AGENCY, Inc., Pres.

Write (Original) - ORA at Closing Green - ORA at Listing Canary - Buyer at Closing Pink - Real Estate at Closing Gold - Seller at Listing
 All Checks Payable to Ohio Referral Association Agency, Inc. Mail To: P.O. BOX 351988, TOLEDO, OH 43635-1988
 ORA-27PW-2 (02/2018) - Tomahawk Printing, LLC

WARRANTY SERVICE AGREEMENT

Subject to acceptance by Ohio Referral Association Agency, Inc. (ORA) according to the Terms, Conditions, and Limitations incorporated in this contract in its entirety, and for consideration of payment of fees stated in Application Section, ORA will perform the services hereinafter on all items of residential equipment which are listed under Sellers & Buyers Covered Items, as in place, properly connected, and in good safe operating condition (not hazardous or defective) at the date of listing and date of closing / transfer title to buyer of subject property at the address listed. NOTE: All gas leaks and plumbing system coverage for buyer starts 10 days after change of ownership. Exceptions: 10 days does not apply to plumbing system if coverage transfers from sellers to buyers. Also refer to item e. below.

FOR SERVICE: Call toll free 1-800-472-7004, local Toledo OH (419)866-6066 M-F 9am-5pm EST to 1st authorize your claim and again while the service contractor is on site prior to completion of any service for further claims instructions. A technician service fee is due at time of diagnosis prior to completion of service. Service completed without ORA service approval code will not be honored. Claims must be completed within 60 days of authorization to avoid service denial.

24 HOUR REPAIR/REPLACEMENT EMERGENCY SERVICE ONLY. Overtime charges for non-emergency services are the responsibility of the homeowner unless prior authorized by ORA.

DEDUCTIBLE: The deductible amount as checked in the Application Section is per item, per claim, per occurrence and is the responsibility of the Seller during the Listing period (if applicable) and transfers to the Buyer at Closing. Invoices must be submitted within 60 days of service for payment/reimbursement on ORA approved claims and within contract terms.

EQUIPMENT ELIGIBLE FOR COVERAGE

(Optional items listed below must be paid for at closing. See option 4 on front of contract.)

- Central Heating & Air Conditioning**
COVERED: Warm air heating system, (\$1000.00 aggregate). Steam, hot water system, heat pump system, heat and a/c combined system, Geo-Thermal (\$2,000.00 aggregate limitation less the applicable deductible, water systems must have auto fill and safety shut off). Accessible ductwork repair. Sellers coverage is for heat only and is limited to \$500.00 aggregate for the life of the Listing. Air conditioning is excluded for seller.
NOT COVERED: Concrete encased, inadequate, or inaccessible ductwork; concrete encased steam or radiant heating coils or lines, radiators, radiant heating system built into walls, floors, ceilings; fuel storage tanks; purging system, cleaning, housing, liners, regulating of burners, dehumidifier, humidifier, fireplaces, individual space heaters, independent H.W. Systems, free standing or portable heating units, outdoor combination package units, filters, electronic air filters, registers, solar heating, cabinets, casings, doors, bases, stands, mounts, brackets, chimneys, chimney liner, exhaust/flu pipes, dampers, outside or underground components and piping for geo-thermal and/or water source heat pumps, well pumps and well pump components for geo-thermal and/or water source heat pumps.
- Air Conditioning** (If ORA determines that the air conditioning unit must be replaced, then it will be replaced with a comparable unit meeting current federal, state, and/or local government efficiency standards.)
COVERED: Central air conditioning system (a system which utilizes ductwork for the distribution of air), wall air conditioning unit (permanently mounted); accessible ductwork repair; condenser fan motor, compressor, capacitor, air handler; blower fan motor, interior refrigerant lines, evaporator coil, and thermostat. ORA may pay to install a TX valve, or compatible parts (non-OEM or remanufactured). Freon leak repair \$300.00 aggregate includes up to 2 lbs of freon/refrigerant; add leaking evaporator coil \$400.00 aggregate.
NOT COVERED: Window air conditioning units, extracting or vacuuming freon/refrigerant, gas air conditioning units, portable air conditioning units, dehumidifiers, space pak, contaminated system, electrostatic filtering systems, deionizers, exterior refrigerant lines and components, outdoor disconnect, condenser coil, filters, freon leak testing, condenser grill guards, cabinets, casings, housing, liners, doors, bases, stands, mounts, brackets, registers.
- Plumbing System/Well Pump System**
COVERED: Water, waste, gas and vent lines within the perimeter of the main foundation, sump pump, faucets, shower or tub valves; hot water heater, including hot water dispenser (Maximum aggregate limit of \$600.00 less deductible); standard toilets, toilet tanks, bowls, lids, and toilet mechanisms within the toilet tanks; garden tub (including fixtures), hot tub, water softener, gas lines (within house to meter), well pump system (less digging deeper).
NOT COVERED: Conditions of insufficient or excessive water pressure; freeze ups; cleaning or snaking; all plumbing contained in or under the foundation, concrete/slab encased; all piping and plumbing outside of the perimeter of the main foundation; sewer and water laterals; oil or solar hot water heaters; septic tank and systems; sewage ejector pump, jet pump; solar systems; tub jets; color or purity of the water system; flow restrictions in fresh water lines and components caused by rust, corrosion or chemical deposits; water filters; water purification systems; shower enclosures, tub/shower base pans, wax rings, caulking or grouting; the repair of any walls, ceilings, or floors (except repair to a rough finish where it is necessary to break through to do service) lawn sprinkler systems; insulation.
- Electrical System/Home Security System** (contracted with licensed monitoring service)/**Smoke Detector System**
COVERED: General wiring, components, and parts within the perimeter of the main foundation, including main electrical panel, circuit breakers, receptacles, electrical fixtures, telephone wiring, door bell system, attic fan, smoke detector system, home security system.
NOT COVERED: Conditions of inadequate wiring capacity or overload; water seepage; power failure or shortage; chandeliers; intercom or speaker systems; garage door opener, exhaust fans; electronic or computerized energy management or convenience systems, wifi controlled systems, home computer or battery operated home security or smoke detector system; ceiling fans and their counterparts; service cable, wiring that is the property of the phone or utility company.
- Appliances (Must be part of listing agreement and or part of contract to purchase).**
COVERED: Built-in oven; oven range, cooktop, built-in dishwasher including timer and switches; refrigerator; microwave OTR (Over The Range), clothes washer, clothes dryer, garbage disposal, central vacuum system (motor and moving parts only); range exhaust fan; touch tone panels, standard burners only.
NOT COVERED: Self-cleaning mechanisms, timers and clocks, rotisserie and meat probes; water dispensers, ice makers and ice crushers, freon; cook top glass, sensi heat burners, convection oven, induction range, induction cooktop, removable baskets and racks; lock and key assemblies; dents, scratches, and cosmetic repairs; interior/exterior liner and casing of all appliances, doors, door seals, control knobs and control buttons, racks, filters, exterior trim gaskets and seals.
- Roof**
COVERED: Roof Leak Repairs.
NOT COVERED: Roofs with less than 2/12 pitch, chimneys, rotten wood, vents, skylights, flashing or caulking, gutters, and ice barrier.
- Swimming Pool/Hot Tub**
COVERED: Filter, heater, pump, motor, gaskets, relays, empellers, back flush valves, and all above ground plumbing leading from and to pool.
NOT COVERED: Pool sweeps and pool sweeping motors, lights, liners, concrete incased or underground electrical, plumbing or gas lines; cleaning equipment, structural defects, solar equipment.

TERMS, CONDITIONS, AND LIMITATIONS

- Air Conditioning units are covered for buyer only.
- This contract, including the warranty purchase price (due at closing), is non-revocable and non-negotiable in establishing the acceptance of final selling price of the covered residence during the listing period or at the time of closing and expires at 12:01 a.m., 12 months from the date of closing/transfer of title. All authorized claims with approved service code must be completed immediately and invoiced within seasonal usage period & prior to contract expiration.
- ORA excludes coverage for any item listed under Sellers & Buyers Covered Items that has a condition caused by rust or corrosion, sediment and/or any pre-existing and/or hazardous conditions. Connective components to excluded items are also excluded. Structural claims; cabinets, housing, casings, doors, bases, mounts, brackets and stands are not covered for replacement or repair coverage.
- ORA will not be obligated to service leased equipment, stolen, vandalized, not properly maintained or connected, misused, neglected, consequential damages, abnormal use or damages due to inadequate capacity as determined/ diagnosed by a licensed service contractor in the specific field and/or ORA.
- ORA will not cover residential property that is vacant or unoccupied unless the utilities remain on, the property is regularly and properly maintained, professionally winterized, and not abandoned. Plumbing system coverage starts 30 days after utilities are transferred to the buyer or service is turned on by the buyer.
- In case of replacement - ORA will not be obligated to an exact match, type, color, and ORA may repair items with non-OEM manufacturer recommended parts. Disposal, haul away, shipping, and permit charges are not covered.
- The type of service, repair or replacement and/or 2nd opinion, will be at ORA's sole discretion. ORA is secondary to any other insurances, manufacturer and utility warranties, other service contracts, and recalls. Any approved repair(s)/ replacement(s) is/are to be completed immediately and without delay to prevent further or consequential damage. Any inspections, reports, findings, and disclosures will be made available to ORA upon request. Delays will result in coverage denial.
- ORA will not be responsible for repair or replacement of more than one (1) of each item listed under Sellers & Buyers Covered Items. Covered items must be located within the perimeter of the main foundation (Exceptions: roofs, well pump system, heat pump (main system only), gas lines (within house to meter), swimming pool, hot tub, attached garages (part of main foundation). Repairs or replacement of items listed will be at the Usual Customary Rate index.
- ORA will not be responsible for replacing items in part or whole if parts are unavailable. ORA is not responsible for additional cost or consequential damages due to delay in having service performed, submitting required reports, and/or obtaining parts.
- ORA's limit of liability on the following items is \$300.00 less deductible per claim, per item: refrigerator, roof, oven range (free-standing), door bell system, smoke detector system or home security system, water softener, clothes washer, clothes dryer, gas lines (house to meter). Well pump system limit of liability is \$400.00 less deductible per claim.
- ORA's maximum aggregate limit of liability for life of contract on the following items is \$400.00 less deductible per item: swimming pool, Garden tub (including fixtures), hot tub.
- ORA will be obligated to service only the interior of the condominium. Manufactured & Mobile homes must have permanent address, and have been manufactured after 1990.
- ORA will not provide service required as a result of freeze ups, smoke, wind, fire, flooding, water seepage, explosions, lightning, earthquakes, mud, ice and snow, riot or insurrection, acts of God; pest, pet, animal, or human damages; malicious mischief, vandalism, acts of war, atomic, improper installation, electrical power failure/surge, inadequate power supply, inadequate capacity, consequential damages, pollutants/contaminants, mold, carbon monoxide, disposal, inadequate capacity; failure(s) due to poor workmanship, temporary or makeshift repairs, or any other occurrence other than normal use of items of residential equipment covered in this contract. Bodily injuries or any other damages are not covered. Commercial property is not covered.
- Service will not be provided by ORA due to any Federal, State, and or local changes in laws, zoning, ordinances, regulations, and violations that would require additional and more costly labor, materials, licenses, and permits to correct and comply with such issues. No service will be provided by ORA until such corrections are complete.
- ORA's liability is strictly limited to repair or replacement of items listed under Sellers & Buyers Covered Items that breakdown during normal use as intended by manufacturer after commencement of this contract. Maintenance services such as inspections, cleaning, adjustments, lubrications; adding freon or refrigerant (unless approved repair is made), extracting, vacuuming, decontaminating, freon/refrigerant, antifreeze, or liquid substances other than water are not covered. Upgrading and/or bringing up to code (see item n) is not covered.
- ORA will provide access to plumbing or electrical systems through unobstructed walls, ceilings or floors, only, and will return the access opening to rough finish condition. With respect to concrete-encased or concealed plumbing or electrical systems ORA will pay no more than \$500 per contract for access, diagnosis, repair or replacement, and closing the access opening to a rough finish condition.
- For claims processing ORA requires the service contractors' detailed workorder/diagnosis on his inspection of failed item(s) including all parts, and a detailed estimate itemizing parts & labor.
- Service providers on covered items must be properly licensed and insured in the specific field for the area of service. They are independent contractors, not agents or representatives of ORA.
- Coverage cannot be in effect until a completely filled out contract is received at ORA's home office, signatures are required for claims processing. Refer to letter z. below for details.
- ORA reserves the right to inspect and to choose the contractor to repair or replace item in question.
- If the home is inspected by a private inspection company, licensed contractor, or municipal governmental agency, and the heat exchanger is found to be cracked or rusted, no matter when said condition(s) is/are found and the condition was determined to exist prior to placing warranty coverage on the item, it will be excluded from coverage. If any covered item listed under Sellers & Buyers Covered Items is found to be hazardous and/or not in "good working/good safe operating condition" on or before the date of listing/closing, no matter when said condition(s) is/are found, any/all coverage on that item will be denied.
- ARBITRATION OF ALL DISPUTES Any dispute arising under this Warranty Service Agreement shall be submitted for binding arbitration under the auspices of the Better Business Bureau or other accredited arbitration forum selected by ORA. Each party shall pay for its own representative and except where limited by the accredited arbitration forum, shall bear cost equally. The Arbitrator(s) decision shall be final and binding and may be enforced by a court of competent jurisdiction.
- Due to Heating system failure when outdoor temp. is 50°F or less, ORA may pay for lodging in a motel or hotel at a maximum of \$60.00 per night, not to exceed 3 nights (\$180.00), at ORA's discretion, while said Heating system is being repaired under the terms, conditions, and limitations of this service contract.
- This contract is renewable at ORA's option. In that event the buyers will be notified of the terms and rates for renewal.
- Buyer's coverage becomes effective on date of closing and is effective for one year. (Purchase price of warranty must be received by ORA within 14 days after closing date.) If buyer takes possession prior to date of closing, the purchase price of the warranty contract is due and coverage will begin upon receipt of said fees. In case of Lease Option, the full purchase price of warranty contract is due upon occupancy.

CANCELLATION

ORA may cancel this contract for the following reasons:

- Nonpayment of contract, deductible, and service fees.
- The subscriber(s) fraud or misrepresentations of facts material to the issuance of the contract;
- The contract provides coverage prior to the time that an interest in the residential property to which it attaches is sold and the sale of the residential property does not occur.

If the contract is canceled, the purchaser of the contract shall be entitled to a pro rata refund of the paid contract fee for the unexpired term, less claim and administrative costs ORA incurs.