

NUMBER _____
 LISTING DATE _____
 CLOSING DATE _____
 R.E. ID # _____



SELLER (name above) _____

Property Address _____

SALES & CLAIMS
 TOLL FREE: 1-800-472-7004
 LOCAL: 419-866-6066
 FAX: 1-888-866-6556

Real Estate Co. _____

Real Estate Agent _____

City _____

City _____

State _____

State _____

Phone _____

Phone _____

Zip Code _____

Zip Code _____

From _____

To _____

DON'T SETTLE FOR LESS THAN THE BEST
 HOME PROTECTION

THIS IS NOT A CONTRACT OF INSURANCE

OPTION #1 - Cost of plan for Seller and Buyer Check One:
 Note: Each additional unit in same building is \$300.00 per extra unit, over 8 units must have prior approval.
 \$365.00 Deductible \$75.00 \$390.00 Deductible \$50.00

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: Seller's coverage starts 10th day of listing for a term not to exceed 180 days, however, coverage may be renewed by written request. Listing copy must be received by ORA within 10 days after listing commences. (See Terms, Conditions & Limitations Item "s") I will reimburse ORA the cost of any claims paid or the purchase price of the warranty service contract (whichever is less) if I withdraw the warranty coverage prior to the expiration date. 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.

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.

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

Central Heat	Plumbing System	Electric Fixtures	Hot Water Heater	Refrigerator	Water Softener	Swimming Pool	\$95.00
Central Air (elec. only)	Dishwasher (built-in)	Faucets	Central Vacuum	Roof (leaks only)	Well Pump System	Spa	\$80.00
Accessible Ductwork	Microwave (built-in)	Attic Fans	Garbage Disposal	Oven Range (free standing)	Clothes Washer/Dryer	Jacuzzi	\$80.00
Oven-Range-Cooktop (built-in)	Electrical System	Sumpp Pump	Food Center (built-in)	Door Bell System	Gas Lines (exterior)	Hot Tub	\$80.00
Gas Lines (interior)	Freon Leak Repair	Telephone Wires	Instant Hot Water Dispenser	Home Security System			
				Smoke Detector System			

OPTION #5 - Excluded Items.
 All items listed in Option #4 are in place, properly connected and in good working condition (not hazardous) at date of listing and date of closing. 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 warranty plan and buyers warranty plan 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 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.

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Seller(s) Waiver _____ **Buyers Waiver** _____

Date _____ **Date** _____

White (Original) - ORA at Closing Green - ORA at Listing Canary - Buyer at Closing Pink - Real Estate at Closing Gold - Seller at Listing

ORA-27FW-2 (5/09) - Tomahawk Printing, Inc. **All Checks Payable to Ohio Referral Association Agency, Inc.** Mail To: P.O. BOX 351985, TOLEDO, OH 43635-1985

Wanda Beckman
 OHIO REFERRAL ASSOCIATION AGENCY, Inc., Pres.

WARRANTY SERVICE AGREEMENT

Subject to acceptance by Ohio Referral Association Agency, Inc. (ORA) and 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 Covered Items & Buyers Covered Items, as in place, properly connected and in good operating condition (not hazardous) 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.

FOR SERVICE: Advanced notice required before any work is done. Repair or replacement without prior approval by ORA will not be honored. Call Toll Free: 1-800-472-7004, Local - Toledo, Ohio (419) 866-6066. 24 Hour Repair or Replacement EMERGENCY SERVICE only. All other service from 9 a.m. to 5 p.m. Monday through Friday.
DEDUCTIBLE: The deductible amount as checked in Application Section is per item, per occurrence and, is the responsibility of the Sellers during the Listing period 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

1. Central Heating
COVERED: Warm air heating system, accessible ductwork. Steam, hot water system, Geo-Thermal (\$2,000.00 limitation less the applicable deductible). Sellers coverage is limited to a maximum aggregate of \$500.00 (less the applicable deductible) for the life of the listing.
NOT COVERED: Concrete encased, inadequate, or inaccessible ductwork; concrete encased steam or radiant heating coils or lines; radiant heating system built into walls, floors, ceilings; fuel storage tanks; cleaning, regulating of burners, dehumidifier, humidifier, individual space heaters, independent H.W. Systems, free standing or portable heating units, filters, electronic air filters, registers, solar heating, cabinets, casings, doors, bases, stands, chimney liner, 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.
2. 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), evaporator cooler unit, condenser, compressor, thermostat, condenser fan motor, air handler, blower fan motor, interior freon gas lines and accessible ductwork.
NOT COVERED: Window air conditioning units, gas air conditioning units, portable air conditioning units, humidifiers, electrostatic filtering systems, deionizers, exterior freon gas lines, filters, registers, condenser grill guards, cabinets, casings, doors, bases, stands.
3. 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 (Maximum aggregate limit of \$575.00 less deductible), instant hot water dispenser, toilet tanks, bowls, lids, and toilet mechanisms within the toilet tanks, jacuzzi, spa, hot tub, water softener, gas lines (interior), gas lines (exterior from house to meter), well pump system (less digging deeper). Optional items must be checked in Cost of Coverage Section and additional fee paid for at closing.
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 or; all piping and plumbing outside of the perimeter of the foundation; sewer and water laterals; oil or solar hot water heaters; septic tanks and systems in or outside of home; sewage ejector pump, jet pump; solar systems; color or purity of the water system; flow restrictions in fresh water lines 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; any optional items and their respective plumbing and mechanical components unless fee is paid for at closing.
4. 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 fuse-box, circuit breakers, fuse panel, 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, home computer or battery operated home security or smoke detector system; ceiling fans and their counterparts, wiring that is the property of the phone or utility company.
5. Appliances (Must be part of listing agreement and or part of contract to purchase).
COVERED: Built-in oven; range, Corning cooktop, built-in dishwasher including timer and switches; refrigerator; built-in microwave, garbage disposal, central vacuum system (motor and moving parts only); range exhaust fans; touch tone panels, replacing sensi-heat burners with standard burners only. Clothes washer and dryer, must be checked in the Cost of Coverage Section and additional fee paid for coverage at closing/transfer of title.
NOT COVERED: Self-cleaning mechanisms, timers and clocks, rotisserie and meat probes; water dispensers, ice makers and ice crushers; Corning cook top glass, 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.
6. Roof
COVERED: Roof for leaks only.
NOT COVERED: Roofs with less than 2/12 pitch, chimneys, fireplaces, vents, skylights, flashing or caulking.
7. Swimming Pool, Spa, Jacuzzi, Hot Tub, (Additional fee paid for coverage)
COVERED: Filters, heaters, pumps, motors, 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

- a. Air Conditioning units are covered for buyer only.
- b. This contract 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 claims must be completed and invoiced before expiration of this contract.
- c. ORA excludes coverage for any item listed under Sellers Covered Items & Buyers Covered Items that has a condition caused by rust or corrosion, and/or any pre-existing and/or hazardous conditions. Structural claims; cabinets, casings, doors, bases, and stands are not covered for replacement or repair coverage.
- d. 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.
- e. ORA will not cover residential property that is vacant or unoccupied during the listing period.
- f. In case of replacement - ORA will not be obligated to an exact match, type or color. Disposal charges are not covered.
- g. 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 or warranties of manufacturers. Any approved repair(s)/replacement(s) is/are to be completed immediately and without delay to prevent further damage. Any inspections, reports, findings disclosures will be made available to ORA upon ORA request.
- h. ORA will not be responsible for repair or replacement of more than one (1) of each item listed under Sellers Covered Items & Buyers Covered Items. Covered items must be located within the perimeter of the foundation (Exceptions: roofs, well pump system, heat and cooling unit (main system only), gas lines (interior), gas lines (exterior from house to meter), swimming pool, spas, hot tub or Jacuzzi, attached garages (part of main foundation). Repairs or replacement of items listed will be at the Usual Customary Rate index.
- i. ORA will not be responsible for replacing items in part or in whole if parts are unavailable, ORA's decision shall be final.
- j. 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 (interior), gas lines (exterior from house to meter). Well pump system limit of liability is \$400.00 less deductible per claim.
- k. ORA's maximum aggregate limit of liability for life of contract on the following items is \$400.00 less deductible per item: swimming pool, spa, jacuzzi, hot tub.
- l. ORA will be obligated to service only the interior of the condominium.
- m. 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 damage, malicious mischief, vandalism, acts of war, atomic, improper installation, electrical power failure/surge, inadequate power supply, inadequate capacity, consequential damages, pollutants/contaminants, replacement, disposal, or and 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.
- n. Services will not be provided by ORA because of any federal, state, or local government changes in the laws, including but not limited to ordinances, regulations or any other local zoning or any code changes.
- o. ORA's liability is strictly limited to repair or replacement of items listed under Sellers Covered Items & Buyers Covered Items that breakdown during normal use after commencement of this contract. Maintenance service such as inspections, cleaning, adjustments, lubrications, extracting freon or refrigerant, and antifreeze or liquid substances other than water are not covered. Upgrading and/or bringing up to code (see item n) is not covered.
- p. ORA will repair to a rough finish only the area needed to gain access to or closing access resulting in repairing or replacing items covered.
- q. ORA will not cover in this contract: Building and zoning code violations which require more costly materials and additional work and expense, corrections of building and zoning code violations, licenses and required permits. No services will be provided by ORA until such corrections are made.
- r. Anyone doing work on covered items is in no way an agent or representative of ORA.
- s. Coverage cannot be in effect until a completely filled out contract is received at ORA's home office. Signatures are to be kept on file w/closing documents.
- t. ORA reserves the right to inspect and to choose the contractor to repair or replace item in question.
- u. 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 Covered Items & Buyers Covered Items is found to be hazardous and/or not in "good working/good operating conditions" 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.
- v. 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 ("BBB") or the American Arbitration Association's ("AAA"). Each party shall pay for its own representative and, except where limited by the BBB or AAA, shall bear arbitration cost equally. The Arbitrator(s) decision shall be final and binding and may be enforced by a court of competent jurisdiction.
- w. Due to Heating system failure when outdoor temp. is 50°F or less, ORA will pay for lodging in a motel or hotel at a maximum of \$50.00 per night, not to exceed 3 nights (\$150.00), at ORA's discretion, while said Heating system is being repaired under the terms, conditions, and limitations of this service contract.
- x. This contract is renewable at ORA's option. In that event the buyers will be notified of the terms and rates for renewal.

CANCELLATION

ORA may cancel this contract for the following reasons:

1. Nonpayment of contract fees;
 2. The subscriber's fraud or misrepresentations of facts material to the issuance of the contract;
 3. 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.