

# ORA

Please complete application in full detail

Submit application by 1 of 3 ways:

- 1. Calling 1-800-472-7004
- 2. Faxing 1-888-866-6556
- 3. Mailing \_\_\_\_\_

## Sample

Ohio Referral Assn. Agency, Inc. P.O. Box 351985 Toledo, Ohio 43635-1985

Card Number \_\_\_\_\_

Expiration Date \_\_\_\_\_ / \_\_\_\_\_ X

Authorized Signature \_\_\_\_\_

NOW ACCEPTING



This warranty service agreement, in its entirety, includes all pages of this contract.

Advance notice required before any work is done. Repair or Replacement without prior approval by ORA will not be honored!

### SELLERS LISTING INFO

### BUYERS CLOSING INFO

**WARRANTED PROPERTY ADDRESS** \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ County \_\_\_\_\_

**LISTING DATE** \_\_\_\_\_ **EXPIRES** \_\_\_\_\_

Seller(s) \_\_\_\_\_

Seller(s) Email \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone ( ) \_\_\_\_\_

R. E. Co. \_\_\_\_\_ Agents Name: \_\_\_\_\_

R. E. Co. Email \_\_\_\_\_ Agents Email \_\_\_\_\_

R.E.I.D. \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone ( ) \_\_\_\_\_

### COST OF COVERAGE

**Cost of plan; please check one:**

\$405.00 — \$75.00 Deductible

\$430.00 — \$50.00 Deductible

**Enter price from above** \$ \_\_\_\_\_

BUYERS OPTIONAL COVERAGE (Limited coverage see j&k under Terms, Conditions & Limitations)

water softener \$70 \$ \_\_\_\_\_

well pump system \$85 \$ \_\_\_\_\_

clothes washer/dryer \$50 \$ \_\_\_\_\_

gas lines (exterior) \$35 \$ \_\_\_\_\_

swimming pool \$95 \$ \_\_\_\_\_

spa/jacuzzi \$80 \$ \_\_\_\_\_

BUYERS ONLY! Supreme Upgrade \$70 \$ \_\_\_\_\_

Additional units up to 8 units in same building \$300.00 per unit:

# Units \_\_\_\_\_ x \$300.00 = \$ \_\_\_\_\_

TOTAL PRICE OF CONTRACT \$ \_\_\_\_\_

Purchaser of the Contract:  Buyer  Seller

### SELLER/BUYER WAIVER

Being made aware of this warranty service agreement and having all benefits explained to me, I hereby decline coverage.

SELLER(S) SIGNATURE \_\_\_\_\_

BUYER(S) SIGNATURE \_\_\_\_\_

### SELLER/BUYER ACCEPTANCE

When signing, the sellers/buyers agree to have read and accept this entire service contract including all terms, conditions and limitations as stated in the warranty service agreement section. **SELLERS** coverage starts 10th day of listing or day of phone-in for a term not to exceed 180 days however, coverage may be renewed automatically at ORA's discretion. Sellers will reimburse ORA the cost of any claim paid or the purchase price of the warranty service agreement (whichever is less) if seller withdraws the warranty coverage prior to the expiration date. **BUYERS** ownership of this warranty service agreement, in its entirety, transfers from seller to buyer coverage at the closing/transfer of title for a term of 12 months and includes the applicable deductible as stated in the section "Cost of Coverage".

SELLER(S) SIGNATURE \_\_\_\_\_

BUYER(S) SIGNATURE \_\_\_\_\_

### EXCLUDED ITEMS/REINSTATEMENT [BUYER(S) OR SELLER(S)]

All items listed for coverage are in place, properly connected and in good working condition (not hazardous) at the 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 \_\_\_\_\_

### 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/Plumbing lines coverage for buyer starts 10 days after change of ownership. Exceptions: 10 days does not apply to plumbing coverage if coverage transfers from sellers to buyers.

**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

- Central Heating  
**COVERED:** Warm air heating system, accessible ductwork. Steam or hot water system (\$2,000.00 aggregate). All heat pump systems, heat and a/c combined limit is \$2000.00 aggregate. 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, electrostatic filtering systems, deionizers, 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 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), evaporator cooler unit, condenser, compressor, thermostat, condenser fan motor, air handler, blower fan motor, freon gas lines and accessible ductwork. All heat pump systems, including Geothermal, heat and a/c combined limit is \$2000.00 aggregate. For covered air conditioning and heat pump failures when repair is not possible and like SEER (Seasonal Energy Efficiency Ratio) or HSPF (Heating Seasonal Performance Factor) equipment is not available, ORA will replace with comparable unit meeting current federal, state and/or local government efficiency standards. ORA may also install a TX valve or may replace the evaporator coil/air handler and line set to match the SEER/HSPF rating to the replaced equipment.  
**NOT COVERED:** Window air conditioning units, gas air conditioning units, portable air conditioning units, space pack or similar systems, filters, registers, condenser grill guards, cabinets, casings, doors, bases, stands. Modifications, including but not limited to, a replacement pad to the condensing unit, relocation of existing equipment to accommodate larger sized equipment, ductwork fabrication or plenum work that is necessary to install the new coil in the existing space will be responsibility of the homeowner.
- 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 \$575.00 less Deductible), toilet tanks, bowls, lids, and toilet mechanisms within the toilet tanks, septic tank system including tank, baffles, ejector pump and switches (coverage begins 30 days after closing). Water softener, jacuzzi, spa, gas lines (exterior) from house to meter, well pump system (less digging deeper), 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 piping and plumbing outside of the perimeter of the foundation; sewer and water laterals; drain, tile or leach field or similar system; clean out of septic tank; oil or solar hot water heaters; solar systems; color or purity of the water system; flow restrictions in plumbing lines caused by rust, corrosion or chemical deposits; water filters; water purification systems; shower enclosures, tub/shower base pans, wax rings, caulking or grouting; lawn sprinkler systems; insulation; any optional items and their respective plumbing and mechanical components unless fee is paid for at closing.
- 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 wires, door bell system, attic fan, exhaust fan, ceiling fans, smoke detector system, home security system; garage door opener 12 years of age or less including motors, chains, drive mechanism & push button.  
**NOT COVERED:** Conditions of inadequate wiring capacity or overload; water seepage; power failure or shortage; chandeliers; intercom or speaker systems; garage door, counter balance mechanism, tracks, rollers and remote sending unit, infrared sensor, garage door opener over 12 years of age; electronic or computerized energy management or convenience systems, home computer, battery operated home security or smoke detector system; belts, shutters, filters, 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:** Oven; range, cooking, broiler, dishwasher including timer and switches; refrigerator; home freezer (chest or upright only); trash compactors; food center (built in); 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.
- Roof (leaks only)  
**COVERED:** Rolled roofing, asphalt shingles.  
**NOT COVERED:** Roofs with less than 2/12 pitch, chimneys, fireplaces, vents, flashing, skylights, rotted wood, roof replacement, pre-existing leaks.
- Swimming Pool, Spa, Jacuzzi, (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

- Air Conditioning units are covered for buyer only.
- 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.
- 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.
- ORA will not be obligated to service any system or appliance classified by manufacture as commercial, 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 during the listing period, unless the utilities remain on and the property is properly maintained, winterized and not abandoned.
- In case of replacement - ORA will not be obligated to an exact match, type or color. Disposal 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 or warranties of manufacturers and/or utility companies. 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.
- 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, septic system, heat and cooling unit (main system only), gas lines, swimming pool, spas, or Jacuzzi, 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 in whole if parts are unavailable. ORA is not responsible for additional or consequential damages due to delay in obtaining parts.
- ORA's limit of liability on the following items is \$400.00 less deductible per claim, per item: refrigerator, home freezer, roof, oven range, trash compactor, door bell system, smoke detector system, home security system, water softener, clothes washer, clothes dryer, gas lines (interior), gas lines (exterior from house to meter), well pump system, septic tank system, garage door opener.
- 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.
- ORA will be obligated to service only the interior of the condominium. Manufactured & Mobile Homes must have permanent address, and have been manufactured after 1980.
- 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, removal, 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.
- ORA is not responsible for any upgrades, work or costs required to comply with any federal, state, or local laws, regulations or ordinances or utility regulations, or to meet current building or zoning code requirements, or to correct for code violations. ORA is not responsible for service when permits or licenses cannot be obtained, nor will it pay any cost relating to permits or licenses.
- 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. All maintenance service as per manufacturer recommendations such as inspections, cleaning, adjustments, lubrications, adding (unless repair is made), extracting, recapture, or disposal of 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.
- Anyone doing work on covered items is in no way an agent or representative of ORA.
- 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.
- 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 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.
- ARBITRATION OF ALL DISPUTES Any dispute arising under this Warranty Service Agreement shall be First submitted for binding arbitration under the auspices of the Better Business Bureau ("BBB") or the American Arbitration Association("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.
- If service is delayed or not completed on covered warranty item and conditions are such that the homeowner must leave the home, ORA at it's discretion may offer hotel expenses up to \$60.00 per night not to exceed more than 3 nights.
- 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 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 premium is due upon occupancy.

#### CANCELLATION

- ORA may cancel this contract for the following reasons:
- Nonpayment of contract 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 cancelled, the purchaser of the contract shall be entitled to a pro rate refund of the paid contract fee for the unexpired term, less claim and administrative costs ORA incurs.

13 Seer Coverage

# ORA

## PREFERRED PLUS WARRANTY



For Your Convenience  
 FAX IN YOUR WARRANTY  
 PHONE IN YOUR WARRANTY  
 1-888-866-6556  
 1-800-472-7004

*"Protecting Your American Dream!"*

OHIO REFERRAL ASSOCIATION AGENCY, INC.  
 P.O. Box 351985, Toledo, Ohio 43635-1985

## SELLERS COVERED ITEMS

Central Heat  
Geo-Thermal Heat  
Accessible Ductwork  
Garbage Disposal  
Oven-Range-Cooktop  
Dishwasher  
Microwave (built-in)  
Food Center (built-in)  
Gas Lines (interior)  
Telephone Wires

Electrical System  
Electric Fixtures  
Plumbing System  
Faucets  
Sump Pump  
Hot Water Heater  
Central Vacuum  
Attic Fans  
Trash Compactor  
Instant Hot Water Dispenser

See Terms, Conditions, and Limitations in the Warranty Service Agreement section for details on coverages

## Seller & Buyers Covered Items

Remember this program is offered through the Real Estate Industry Only!

### BUYER'S SUPREME UPGRADE

Buyers can upgrade home warranty coverage for a fee of \$70.00 and receive these added benefits:

**Heating:** Registers, grills, filters, heat lamps.

**Air Conditioning:** Filters, registers, grills, window units.

**Plumbing:** Stoppage coverage limited to maximum aggregate limit of \$250.00. Clearing of same lines after 30 days has elapsed shall be considered a new claim and is subject to a new deductible.

**Microwave oven (built in):** Interior lining, door glass, clocks and shelves.

**Range/Oven/Cook-top:** Clocks, rotisseries, racks, handles.

**Trash Compactor:** Lock and key assemblies and removable buckets.

**Refrigerator:** Ice makers, ice crushers, beverage dispensers.

**Dishwasher:** Racks, baskets, and rollers

**Garage Door Opener:** Hinges, Springs, keypad and remote

**Water Heater:** Failures caused by sediment.

**Code Violations:** ORA will pay up to \$250.00 aggregate per contract to correct code violations in regard to a covered heating, electrical or plumbing trade call, if required, to effect repair or replacement.

**Modification charges:** If ORA authorizes the replacement of a water heater, central heat or central air system and metal fabrication, plenum work or installation of a new pad for a condensing unit are necessary to complete the covered replacement, ORA will pay \$300.00 aggregate towards modification charges.

## BUYERS COVERED ITEMS

Central Heat  
Geo-Thermal Heat  
Central Air  
Freon Leak Repair  
Accessible Ductwork  
Garbage Disposal  
Oven-Range-Cooktop  
Dishwasher  
Microwave (built-in)  
Food Center (built-in)  
Refrigerator  
Home Freezer  
Door Bell System  
Gas Lines (interior)  
Garage Door Opener  
Telephone Wires

Electrical System  
Electric Fixtures  
Plumbing System  
Faucets  
Sump Pump  
Hot Water Heater  
Central Vacuum  
Attic Fans  
Exhaust Fans  
Ceiling Fans  
Trash Compactor  
Home Security System  
Smoke Detector System  
Roof (leaks only)  
Septic Tank System  
Instant Hot Water Dispenser

See Terms, Conditions, and Limitations in the Warranty Service Agreement section for details on coverages

CONGRATULATIONS!!  
On the fine Real Estate firm that you have selected to sell or buy your home through. As a member of ORA your real estate professional is offering you an alternative to unexpected repair bills. Below are some reasons you as a seller/buyer should consider purchasing ORA's Preferred Home Warranty!

Please Consider this:

### SELLERS

Low priced home warranty!

PEACE of MIND, up to one year coverage on warranted items while the home is listed.

Put yourself in the buyers' shoes! Which home is more attractive, this home or the one down the road with no home warranty?

On average, homes do sell faster and at a higher price with a home warranty!

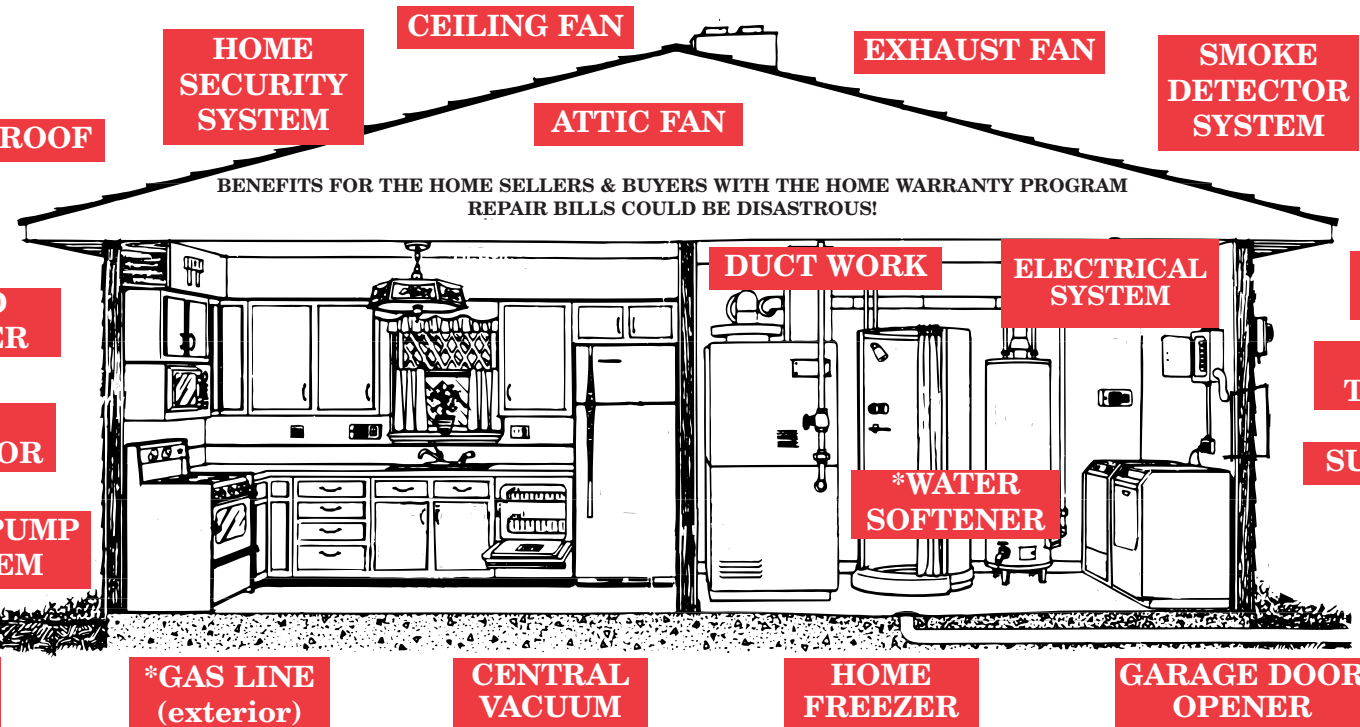
### BUYERS

Low priced home warranty!

PEACE of MIND, starting at date of closing buyer will have one year of coverage on warranted items.

Warranties protect you from untimely expensive repair bills after closing.

WANT CONVENIENCE?  
Sellers/buyers may select the contractor of their choice.



## DON'T SETTLE FOR LESS

\* Designates optional items of coverage for buyer only, to be paid at closing:  
Optional items are: Well pump system, Gas line (exterior), Water softener, Clothes washer/dryer, Swimming pool, Spa, Jacuzzi.

### REPORTING CLAIMS

1. Do Not call your Real Estate Company, call ORA at 1-800-472-7004 to report the claim. Any repairs made without prior approval by ORA will not be honored!
2. Claims department is available 24 hrs. for emergencies only.
3. You may choose the service contractor of your choice with prior approval from ORA!
4. You pay a LOW deductible per item, per occurrence!

### DISCLOSURE STATEMENT

The price for the buyers warranty plan includes the full amount of all fees due and payable, cost of processing, administration cost, advertising, 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 the Terms, Conditions, and Limitations as stated in the Warranty Service Agreement section. Real estate broker and sales representatives accept no responsibility for the performance of any services pursuant to this contract. This service contract gives you specific legal rights and you may also have other rights which may vary from state to state.

	AVERAGE COST OF REPAIRS	AVERAGE REPLACEMENT COST
Heating system	\$80 - \$200	Heating System \$1300 - \$3500
Central A/C	\$90 - \$1000	Central A/C \$1500 - \$4000
Plumbing	\$100 - \$700	Plumbing \$450 - \$2000
Water Heater	\$80 - \$200	Water Heater \$400 - \$700
Oven / Cooktop	\$75 - \$300	Oven / Cooktop \$400 - \$1500
Refrigerator	\$75 - \$500	Refrigerator \$500 - \$2000

At ORA it's our job to help take the worries out of selling and buying your next home!

