



TRANSACTION CHECKLIST

Listing-Turn in at the Front Desk

Required Forms

- ☐ Disclosure Regarding Real Estate Agency Relationships (*Lease and Listing*)
 - ☐ Exclusive Right to Sell
 - ☐ Copy of MLS Sheet
-
- ☐ Seller's Disclosure Statement (*applies to residential, condo or multi-family*)
OR
 - ☐ Seller's Disclosure Statement for Vacant Land Only
-
- ☐ Lead Based Paint Disclosure Statement (*Lease and Listing*)
 - ☐ Showing Time - Showing Instructions
 - ☐ America's Preferred Home Warranty (*If applicable*)
 - ☐ Foreign Investment in Real Property Tax Act (FIRPTA) Addendum (*\$300K or more*)
 - ☐ Affiliated Business Arrangement Disclosure Statement (*If using Michigan Allied Title Agency*)

Short Sale Specific

- ☐ Short Sale Addendum to Listing Contract

Lease Specific

- ☐ Lease Form - Exclusive Right to Lease

Buying/Sale-Turn in to the MCA Office

Required Forms

- ☒ Purchase Agreement
- ☒ Copy of MLS Sheet
- ☒ Earnest Money Deposit Receipt Agreement
- ☒ Disclosure Regarding Real Estate Agency Relationships
- ☒ Exclusive Buyer Agency Contract (**Designated Agency**)
- ☒ Addendum to Offer to Purchase (**If Applicable**)
- ☒ Affiliated Business Arrangement Disclosure Statement (**If Using Michigan Allied Title Agency**)
- ☒ FHA/VA Addendum to Purchase Agreement (**If FHA/VA loan**)
- ☒ Customer Fraud Warning
- ☒ Lead Based Paint (**Lease and Buy**)
- ☒ Sellers Disclosure (**Signed by both parties**).

Lease Specific

- ☐ Disclosure Regarding Real Estate Agency Relationships-Lease Transaction
- ☐ Actual Lease Contract
- ☐ Lease Closing Statement



Residential Full

21325 CALEDONIA Avenue, Hazel Park 48030-2225

MLS#: **20230047173**
P Type: **Residential**
Status: **Active**

Area: **02257 - Hazel Park**
DOM: **N/49/49**

Short Sale: **No**
Trans Type: **Sale**
ERTS/FS

LP: **\$209,900**
OLP: **\$249,900**



Location Information

County: **Oakland**
City: **Hazel Park**
Mailing City: **Hazel Park**
Side of Str: **Hazel Park**
School Dist: **Hazel Park**
Location: **North of 8 Mile Rd**
Directions: **North of 8 Mile Rd / East of John R Rd**

Parking

Garage: **Yes**
Grg Sz: **1 Car**
Grg Dim: **Detached**
Grg Feat: **Detached**

Lot Information

Acreage: **0.23**
Lot Dim: **80.00 x 127.00**
Rd Front Ft: **80**

Square Footage

Sqft Source: **Measured**
Est Fin Abv Gr: **1,094**
Est Fin Lower: **322**
Est Tot Lower: **644**
Est Tot Fin: **1,416**
Price/SqFt: **\$191.86**

Layout

Beds: **4**
Baths: **3.0**
Rooms: **9**
Arch Sty: **Bungalow**
Arch Lvl: **1 1/2 Story**
Site Desc:

Contact Information

Name: **KARA EDWARDS**
Phone: **(248) 787-9468**

Waterfront Information

Wtrfrnt Name:
Water Facilities:
Water Features:
Water Frt Feet:

General Information

Year Built: **1947**
Year Remod:

Listing Information

Listing Date: **06/15/2023** List Type/Level Of Service: **Exclusive Right to Sell/Full Service**
Activation Date: **06/22/2023** Srvc's Offered: **Arrange Appointments, Accept/Present Offers, Advise on Offers, Assist with Counteroffers, Negotiate for Seller**
Land DWP: Land Int Rate: **%** Land Payment:
Protect Period: **180 days** Restrictions: Exclusions:
Terms Offered: **Cash, Conventional, FHA, VA** MLS Source: **REALCOMP** Possession: **Negotiable**
Includes: Originating MLS# **20230047173**



Features

Pets Allowed:
Foundation: **Basement**
Basement: **Partially Finished**
Exterior Feat: **Lighting, Fenced**
Exterior: **Brick**
Fireplc Fuel: **Other**
Roof Material: **Asphalt**
Out Buildings:
Appliances: **Built-In Gas Range, Dryer, Free-Standing Refrigerator, Washer**
Interior Feat: **Cable Available**
Heat & Fuel: **Natural Gas, Forced Air**
Wtr Htr Fuel: **Natural Gas**
Water Source: **Public (Municipal)**
Entry Location: **Ground Level w/Steps**
Fndtn Material: **Block**
Cnstrct Feat:
Fireplace Loc: **Living Room**
Fencing: **Fenced**
Cooling:
Road: **Paved**
Sewer: **Public Sewer (Sewer-Sanitary)**

Room Information

Room	Level	Dimen	Flooring	Room	Level	Dimen	Flooring
Bath - Full	First/Entry	5 x 10		Bath - Full	Second	5 x 9	
Bath - Full	Basement	5 x 7		Bedroom	First/Entry	9 x 11	
Bedroom	First/Entry	9 x 11		Bedroom	Second	10 x 11	
Bedroom	Second	8 x 10		Kitchen	First/Entry	10 x 10	
Kitchen	Second	6 x 9		Kitchen - 2nd	Basement	12 x 14	
Laundry Area/Room	First/Entry	6 x 10		Living Room	First/Entry	12 x 14	

Legal/Tax/Financial

Property ID: **2536308028** Subdivision: **HERMAN W MEINKE SUB**
Ownership: **Standard (Private)** Occupant: **Owner**
Tax Summer: **\$2,243** Tax Winter: **\$118** Homestead: **Yes** Oth/Sp Asmnt: **300.00**
SEV: **\$52,810** Taxable Value: **\$28,570** Existing Lease: **No** Home Warranty: **No**
Legal Desc: **T1N, R11E, SEC 36 HERMAN W MEINKE SUB LOTS 78 & 79, ALSO ALL OF VAC ALLEY ADJ TO BOTH SD LOTS**

Agent/Office Information

The listing broker's offer of compensation is made only to participants of the MLS where the listing is filed and to participants of any data share partner MLS.
Sub Ag Comp: **Yes: 3%**
Buy Ag Comp: **Yes: 3%**
Trn Crd Comp: **Yes: 3%**
Compensation Arrangements:
List Office: **Good Company**
List Agent: **JIM SHAFFER**
Access: **Appointment/LockBox** LB Description: **Front Door**
List Office Ph: **(248) 733-5811**
List Agent Ph: **(614) 831-1720**

Remarks

Public Remarks: **Wonderful brick bungalow on a double lot in Hazel Park features a bright interior with lots of updates. Covered front porch leads to a tile floor entry foyer. Light filled living room with hardwood floors, bar seating to the kitchen, and a cozy natural fireplace. Roomy kitchen with a new built-in stovetop and bright wooden cabinets. Two nice sized bedrooms share an updated full bath on the entry level. Two additional bedrooms, a kitchenette, and a second updated full bath upstairs. Partially finished basement with a third kitchen, third full bath, laundry, and ample storage space. Large fenced backyard with a detached garage, storage shed, and tons of space for entertaining. Buildable second lot included. Close to Woodward Ave. shopping and easy freeway access. Home sits on a double lot, 80 x 127. BUILDABLE vacant adjacent lot 35x127 also for sale separately at \$20,000. Parcel ID 2536308029 MLS #20230050462. Welcome Home!**

REALTOR® Remarks: **Before calling the listing agent please read! Most important to the sellers is price. For all showings, inspection and appraisal appointments call the appointment center at 1-800-SHOWING. The Buyer Agent is required to be physically present for all showings unless prior express written consent is given by the Listing Agent and/or seller to the contrary. For any questions or concerns contact co list agent Kara Edwards 248-787-9468. Please copy and paste this portal link to your browser to submit offers: <https://bit.ly/3PrRVVp>**





□ KW Showcase Realty
2730 Union Lake Rd
Commerce Twp. MI 48382
Phone 248-360-2900



✓ KW Home
30500 Northwestern Hwy Ste 300
Farmington Hills, MI 48334
Phone 248-626-2100

PURCHASE AGREEMENT

MLS#:20230047173		PROPERTY ID# 2536308028	
LISTING AGENT: Jim Shaffer		BUYERS AGENT: Michael W Oberstadt	
LISTING BROKER: Good Company		BUYERS BROKER: KW Showcase Realty	
AGENT ID:	AGENT PHONE:(614) 831-1720	AGENT ID: 386008	AGENT PHONE:(248) 360-2900
OFFICE ID:425403	EMAIL:dontsendoffershere@gmail.com	OFFICE ID:328013	EMAIL:michaeloberstadt@kw.com

1. **THE UNDERSIGNED** hereby offers and agrees to purchase the following land situated in the ☒ City, ☐ Township, ☐ Village of Hazel Park County of Oakland, Michigan, described as Sidwell #28-25-36-308-028, legally described as: T1N, R11E, SEC 36 HERMAN W MEINKE SUB LOTS 78 & 79, ALSO ALL OF VAC ALLEY ADJ TO BOTH SD LOTS Commonly known as 21325 CALEDONIA Avenue

together with all mineral rights, improvements, and appurtenances including lighting fixtures, ceiling fans, attached mirrors and all bathroom hanging mirrors, fireplace screens and enclosures, gas logs and attachments, central vacuum system and attachments, window treatments, drapery hardware, curtain and traverse rods, all blinds and shades, attached carpeting, built-in cabinetry, shelving, built-in kitchen appliances and equipment, storm windows and doors, screens, awnings and shutters, landscaping and play structures, TV antennas, TV wall mounts, built-in stereo equipment, rotor and controls, satellite dish and accessories, security/surveillance cameras, electronic/video doorbells/keypads, Wi-Fi thermostats, rolling doors, garage door opener and transmitters, mailbox and fences, fuel in any tanks at time of possession, attached humidifiers, water softeners (rental units excluded), if any, now in or on the premises and specifically including any and all other items listed on the MLS listing, and Built-In Gas Range, Dryer, Free-Standing Refrigerator, Washer

The following items are to be excluded: _____

Any attached items NOT excluded above shall be considered included in the sale.

PERSONAL PROPERTY: It is further understood between Buyer and Seller that the additional personal property listed herein has no value as it relates to this transaction.

2. **PRICE:** Buyer agrees to therefore pay the sum of Two Hundred Fifteen Thousand Dollars Dollars, (\$ 215,000.00) subject to existing building and use restrictions, easements and zoning ordinances, if any, upon the following terms of sale:

3. **THE SALE TO BE CONSUMMATED BY:** (Use paragraph(s) ☐ A, ☒ B, ☒ C ☐ D)

A. CASH SALE: Delivery of the usual Warranty Deed conveying a marketable title. Payment of purchase money to be made by Funds to be wired to designated Title Company. If buyer has the property appraised, the parties agree that if the appraised value is less than the purchase price, buyer has the right to proceed, re-negotiate, or may declare this agreement null and void and full deposit shall be returned.

B. CASH SALE WITH NEW MORTGAGE: Delivery of the usual Warranty Deed conveying marketable title. Payment of purchase money to be made in the form of a cashier's check, or certified funds or wired. This Agreement is contingent upon Buyer being able to secure a FHA mortgage in the amount of \$ 204,250.00 or _____ % and pay \$ 10750 or _____ % down plus mortgage costs, pre-paid items, and adjustments in cash. Buyer agrees to apply for such mortgage within 7 calendar days from acceptance of this offer. Purchaser agrees that in connection with said application to lender, Buyer will promptly comply with lender's request for all information required to process the loan application in a timely manner. The parties agree that if the appraised value of the property is less than the purchase price and seller refuses to reduce to negotiated or appraised value, buyer may declare this agreement null and void and full deposit shall be returned. If a firm commitment for such mortgage cannot be obtained within 45 calendar days from date of acceptance, at Seller's or Buyer's written option, this offer can be declared null and void and Buyer's deposit returned forthwith. **TRID**, Buyer authorizes Lender to provide copies of Closing Disclosure and any revisions to the Listing Agent and Buyers Agent listed above simultaneously with delivery of the Closing Disclosure to Buyer.

C. APPLICABLE TO FHA OR VA SALES ONLY: Includes paragraph B and see attached FHA/VA Addendum.

D. SALE ON LAND CONTRACT: See attached Land Contract Sale Addendum.

4. **EARNEST MONEY DEPOSIT:** Buyer is depositing \$ 2,150.00 in the form of a check, money order, cashier's check or electronic means/wire ☐ Immediately, or ☒ Within 48 hrs of accepted offer, which shall be held by KW Home, -or- shall be held by _____. An additional sum of \$ _____ shall be deposited within _____ calendar days of a satisfactory inspection, making the total Earnest Money Deposit \$ _____. The total sums deposited will be deemed the Earnest Money Deposit to be held in accordance with the rules and regulations of the Bureau of Real Estate Brokers and Sales Persons, which is part of the Department of Licensing and Regulatory Affairs and applied to the purchase price upon consummation of sale or will be returned to Buyer if offer is declined by Seller. The Earnest Money Deposit will be held according to the rules and regulations imposed by state law, including MCL 339.2512 and Mich Admin Code R 339.22313 (as these laws may be amended). Deposit has been received by _____ on _____.

5. **SELLER CONCESSIONS:** Seller agrees to pay at closing \$ 300.00 or _____ % towards Buyers closing costs, prepaids and prorations.

6. **SELLER'S DISCLOSURE:** Buyer(s) TB / ✓ HAS, _____ / _____ HAS NOT received and reviewed a Seller's Disclosure Form in accordance with Act 92 Public Acts of 1993.

7. **LEAD-BASED PAINT:** Buyer(s) TB / ✓ HAS, _____ / _____ HAS NOT received and reviewed a copy of a Lead Based Paint Disclosure Form, the terms of which are incorporated herein by reference.

8. **NOTICE OF AGENCY:** Sellers and Buyers acknowledge that they have received the form "Disclosure Regarding Real Estate Agency Relationship" explaining the different types of agency relationship and understand that both the listing agent and the selling agent have the duties as agents as set forth in the Agency Disclosure Form.

9. **HOME WARRANTY:** Buyer acknowledges notice of the availability and cost of a home warranty plan. Buyer(s) would like a Home Protection Plan ☐ YES, ☒ NO. Plan to be purchased through ☐ America's Preferred Home Warranty Company or ☐ _____. Paid by: ☐ Seller, ☐ Buyer Plan price of \$ _____. Home Warranty to be ordered by ☐ Buyer's Agent or ☐ Seller's Agent.

10. **LENDERS POLICY OF TITLE INSURANCE:** Buyer and Seller acknowledge that Buyer may select a title insurance company of his/her choice to issue only mortgage policy of title insurance relative to the financing of the closing of this Purchase Agreement. By execution of this Purchase Agreement, Buyer and Seller hereby consent to such election notwithstanding the fact that such title insurance company may not be the same as, or underwritten by, the title company issuing the owner's policy of title insurance set forth in paragraph 12 and further acknowledge that such selection will not reduce, diminish, or impair the Coverage of the owner's policy of title insurance set forth in paragraph 11. Buyer(s) herein select Cislo Title Company (MI Allied Title) for lender's title services as protected by RESPA Section 9.

11. **TITLE EVIDENCE AND SURVEY:** Seller, at Seller's sole cost and expense, agrees to furnish Buyer a Commitment for an expanded or extended Policy of Title Insurance without standard exceptions such as the Eagle/Advantage or policy of similar or equal coverage prior to closing, and after closing, an Eagle/Advantage Policy of Title Insurance without standard exceptions in the amount of the purchase price, bearing date later than acceptance hereof and guaranteeing title in the condition required for performance of this Agreement. The title commitment shall be marked up at closing through the date of closing and the Owner's Policy to be provided by Seller pursuant to this Agreement shall include coverage for the "gap" period between the date of closing of this Purchase Agreement and the date of the recording of the deed to Buyer. Buyer agrees to obtain and pay for a survey by a registered land surveyor. If Buyer does not obtain a survey, the Policy of Title Insurance will be issued with standard survey exceptions and Buyer agrees to hold Broker harmless. In the event that the title agency issuing the owner's policy required pursuant to this paragraph charges any additional fees as a result of Buyer's selection of its own title agency to issue any lender's policy of title insurance, such additional fees or costs shall be borne solely by Seller and Buyer shall be held harmless there from.

12. **TITLE OBJECTION:** After the title insurance commitment is delivered to Buyer, any objections, that title is not in the condition required for performance hereunder, shall be made in writing and delivered to Seller within three (3) business days of Buyer's receipt of Commitment of Title Insurance and all attachments thereto. Seller shall have a mutually agreed time frame from the date notified in writing of the particular defects claimed, to either (1) remedy the title, (2) obtain title insurance as required above, or (3) refund earnest money deposit in full termination of this Agreement. If Seller remedies title or obtains such title insurance within the time specified, Buyer agrees to complete the sale within the later of: (A) the date specified in this Agreement; or (B) ten (10) calendar days of written notification thereof. If Seller is unable to remedy title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this Agreement.

13. **PROPERTY INSPECTION AND DUE DILIGENCE CONTINGENCY:** (Note: Inspections required by FHA, VA, lenders, or municipalities are not made for, nor should they be relied upon by, Buyer.) Broker(s) recommend that Buyer conduct independent private inspections(s) of property at Buyer's expense. Due diligence may include, but is not limited to, any inspection(s) or research deemed necessary by Buyer, including: structural integrity, condition of mechanical systems, environmental status, health or safety conditions, surveys or infestation of termites or others. Broker also recommends that Buyer obtain an independent inspection on any sewer lines and for any environmental concerns, including radon. **To ensure intended use of premises it is recommended that Buyer research:** building and use restrictions; easements; ordinances; regulations; school district; property tax status; **and any square footage verification must be completed during inspection period.** Buyers' offer is contingent on Buyer's satisfaction with the results of all inspections and due diligence conducted by or on behalf of Buyer as well as their attorney's review and approval of these documents as to form, content and acceptance during this period.

Buyer must complete all due diligence inspections within 5 calendar days (7 days if left blank), starting the day after acknowledgement/bottom-line of a mutually accepted agreement. If Buyer is dissatisfied with the results of any inspection, Buyer must notify Seller of such dissatisfaction in writing within 2 calendar days (2 days if left blank) after the INSPECTION PERIOD, and may:

- A. Request that Seller repair those items with which Buyer is dissatisfied, or
- B. Request that Seller reduce the sales price (and state the amount of reduction requested), or
- C. Request that Seller give other concessions at closing to compensate Buyer for such defect(s), or
- D. Provide notice to Seller that Buyer is terminating this Agreement, in which event, the Agreement is terminated effective as of the date of Buyer's notice and the entire earnest money deposit must be returned to Buyer (unless the parties otherwise agree).

If Buyer requests Seller to repair, reduce the sales price, or give concessions, such requests do not terminate this Agreement, however, Seller shall have 2 days (2 if left blank) from receipt of such request(s) to agree to make such repairs, reduce the price, or give concessions. If Seller does not so agree, Buyer can waive the inspection contingency and the Buyer's dissatisfaction addendum, and accept the property "as-is", or declare this Agreement null and void (in which event the entire earnest money deposit shall be returned to Buyer).

Seller agrees if the property is winterized, at the Seller expense seller shall de-winterize for inspection and re- winterize again thereafter.

Buyer: DOES TB / _____ DOES NOT _____ / _____ choose to have the property inspected.
(Buyers Initials) (Buyers Initials)

14. FLOOD CERTIFICATION: *See attached addendum made a part hereof, if applicable.*

15. WELL, WATER & SEPTIC INSPECTION: If this property has a well and/or septic system, this agreement is contingent upon Buyer's approval of a well, water and/or septic inspection or other onsite waste and/or water treatment system on property by a qualified professional inspector and during the above inspection period, at the expense of the ☐ Seller ☐ Buyer (if unchecked, the seller shall). Seller to allow Buyer to be present for any and all inspections. Purchaser to remove this contingency within 3 days of receipt of the inspection and test reports (note: Seller(s) agree the water test results may require an additional days).

16. CONDOMINIUM AND HOME OWNERS ASSOCIATION DOCUMENTS: If property is a condominium or has a Home Owners Association, the Master Deed and Bylaws as well as any other documents pertaining too, are to be provided by Seller and at Seller's expense, to buyer(s). Seller to deliver documents to buyer or Buyers agent, within 3 business days of acceptance of this Agreement. Buyer(s) then has the right to review the condominium/association documents and approve within 4 business days after receipt by seller. If Buyer(s) are dissatisfied, Buyer(s) shall notify seller within this timeframe and this agreement shall be null and void and all earnest money deposited shall be returned to Buyer(s). Buyers may also void this contract if the Association dues are incorrectly or not disclosed to Buyer(s).

Buyer is aware and seller confirms the current association dues are \$ _____ per ☐ month ☐ year and that this amount shall be prorated to the date of closing.

A. Working Capital: It is mutually agreed that any Home Owners or Condominium Association Funds variously described as: working capital deposit, initial operating capital deposit, reserve account capital expenditure reserve, Seller's equity in Home Owners or Condominium Association Funds, insurance reserve fund or repaid insurance, or any funds other than monthly Association dues/fees shall be included within the purchase price and assigned to Buyer, excepting only where the association documents specifically call for reimbursement of such funds to Seller. Monthly Association dues/fees shall be prorated in accordance with paragraph 35 D of the Agreement.

17. CITY CERTIFICATION: If the municipality where property is located requires an inspection prior to sale, [☒] Seller or [____] Purchaser [If blank, Seller is responsible] will pay for necessary inspections and required repairs, if any, to obtain written approval of municipality.

18. AS IS CONDITION AND RELEASE: Buyer has been afforded an independent inspection of the property and the Buyer affirms that Buyer has examined the above described property and is satisfied with the physical condition of the structure thereon and purchases said property in an "AS IS CONDITION," subject only to the rights of a property inspection and hereby knowingly waives, releases and relinquishes any and all claims or causes of action against Keller Williams, its officers, directors, employees and independent sales associates. It is further understood that Buyer and Seller recognize and agree that brokers and sales associates involved in this transaction are not parties to this Agreement and that Keller Williams Realty and its agents have made no promises or warranties of any kind nor assume any responsibility for representations made by Seller or any cooperating broker pertaining to the condition of the property other than those that are in writing and signed by all parties involved. Accordingly, Buyer and Seller covenant not to sue and further affirm that neither party shall make Keller Williams Realty or its Broker or Agents party to any dispute regarding the condition of the subject property and this waiver is knowingly and voluntary. Any violation of this covenant will impose the actual attorney fees incurred by Keller Williams Realty or its Broker or Agents against such violating party. (NO VERBAL AGREEMENTS WILL BE BINDING).

Buyer(s) initials: TB / _____

19. OCCUPANCY: Seller shall deliver occupancy and possession of the property as follows:

- ☒ **A. IMMEDIATELY AFTER CLOSING**
☐ **B. WITHIN _____ DAYS AFTER CLOSING BY 5PM. Commencing the day after closing, from and including the date of vacating,**
☐ Seller shall pay Buyer \$ _____ per day as occupancy charge.
☐ Seller shall pay 1/30 P.I.T.I (principal, interest, taxes and insurance)

At closing, Seller shall deposit with escrow agent 1½ times daily fee as noted above, times total days for said occupancy charge to hold as security. The escrow agent shall pay to the Buyer the amount of the occupancy charge and then reimburse Seller for any unused days. If occupancy by Seller is to extend longer than thirty (30) days, escrow agents shall release to Buyer each (30) days, an amount equal to the said thirty-day occupancy charge. Seller is legally obligated to deliver possession as specified herein. If Seller **FAILS** to deliver possession as specified herein, Seller shall pay **TWICE** the daily occupancy fee per day and may be liable for cost of eviction, actual attorney fees, housing expenses, damages and other costs incurred by the Buyer in obtaining possession and collecting any amount due. Escrow agent has no obligation implied or otherwise for seeing that the property is vacated on the date specified or for the condition of the premises etc. but is only acting as an escrow agent for holding occupancy funds.

C. AS ADDITIONAL SECURITY, the Seller will deposit with the escrow agent the sum of \$ _____ to be held in escrow to ensure that the property is vacated and left in the same condition as of the date of closing. Buyer and Seller, or their representative agrees to a joint walk through at the property on the day occupancy is being turned over to Buyer to determine damages, if any, by 5pm. If Buyer does not respond in writing within 5 days from Sellers vacating with the estimated cost of repairs, the security deposit will be returned to Seller. Should there be repairs requested in writing, Seller must respond within 5 days as to their intention with respect to said repairs or Seller will forfeit the amount claimed for damage. Differences will be arbitrated if applicable. Buyer and Seller agree to give prompt and reasonable access to complete any repairs on subject home during occupancy.

D. If tenants occupy the property: (Check one, ONLY if currently a rental property)

- ☐ Seller will have the tenants vacate the property prior to closing.
☐ Buyer will be assigned all landlord rights and given all security deposit and rents prorated to date of closing with Buyer assuming all Landlord rights and obligations after date of closing.

20. MAINTENANCE OF PROPERTY: Seller is responsible for keeping Property in substantially the same condition as of date of Agreement. Seller is responsible to maintain grounds and keep all systems including heating, sewer, well, septic, plumbing, electrical system and any appliances and equipment in good working order until Property is vacated and keys are surrendered by Seller except for conditions disclosed in Seller's Disclosure Statement or conditions discovered by Buyer as part of inspections. If the Property is pending closing during the fall or early winter months, the seller(s) agree to winterize the sprinkler system, pool and/or any other items (if available) that could be damaged by freezing.

21. WALK THROUGH: Buyer reserves the right to walk through property within 48 hours prior to possession and/or closing. The property including basement shall be broom-cleaned and the attic, crawl space, yard and garage/outbuildings, free of all debris, this includes building materials and paint cans upon vacating. In the event the property has been winterized, it shall be the obligation and expense of Seller to de-winterize the home portion of the property prior to closing.

22. AFFILIATED BUSINESS DISCLOSURE: Buyer and Seller acknowledge notice of the fact that Broker may accept a fee or consideration with regard to the placement of a loan or mortgage or life, fire, theft, flood, title or other casualty or hazard insurance, or home warranty arising from this transaction and expressly consent thereto as required by Rules 321(1) and 321(2) of the Michigan Real Estate License Law.

23. ARBITRATION: (Use paragraph ☒ A or ☐ B)

- A. Any claim of Seller or Buyer arising out of this agreement relating to the disposition of the earnest money deposit or the physical condition of the property covered by this agreement shall be arbitrated in accordance with the rules, then in effect, adopted by the American Arbitration Association. This is a voluntary agreement between the Buyer and Seller and the failure to agree to arbitrate does not affect the validity of this agreement. This agreement is made subject to and incorporates the provisions of Michigan law governing arbitrations. This provision shall survive closing.
- B. The parties do not wish to agree to arbitrate future disputes.

24. ENTIRE AGREEMENT: This Agreement supersedes any and all understandings and agreements and constitutes the entire agreement between the parties hereto which Agreement shall inure to the benefit of and bind the parties hereto jointly and severally and their respective heirs, legal representatives, successors, assigns, and third parties claiming under them by the virtue of this Agreement and no oral representations or statements shall be considered a part hereof. All discussions, correspondence, proposals, negotiations and representations prior to the execution of this Agreement shall be considered merged herein and of no further force and effect. Buyer and Seller acknowledge that they are not relying on any other written or verbal representations by each other or by Listing or Selling broker that are not explicitly set forth in this Agreement or attached hereto. Brokers are not acting as appraisers, builders, accountants, environmentalists, inspectors or lawyers. The representations, covenants and warranties herein shall be deemed to survive the closing. No amendment or modification of the Agreement shall be valid or binding unless reduced to writing and executed by the parties hereto, or their assigns. Each party herein shall from time to time execute and deliver such instruments as the other party, or its counsel, may reasonably request to effectuate the intent of this Agreement. Should any term or condition hereof be deemed void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

25. GOVERNING LAW: The parties hereto expressly agree that the terms and conditions hereof, and subsequent performance hereunder shall be construed and controlled by the laws of the State of Michigan.

26. DEFAULT: Willful failure to perform by Seller or Buyer shall be an event of default under this Agreement. In the event of default by Seller hereunder, Buyer may elect to enforce the terms hereof or demand, and be entitled to a refund of the entire deposit in full termination of this Agreement or pursue any and all other remedies afforded under Michigan law. In the event of default by Buyer hereunder, Seller may declare forfeiture and be entitled to the deposit as liquidated damages as Seller's sole and exclusive remedy. In the event litigation is required due to default or failure to sign a Mutual Release, to enforce either parties rights hereunder, the prevailing party shall be entitled to the collection of all costs incurred including legal fees.

27. RISK OF LOSS: If loss or damage to the property occurs before closing for any reason including but not limited to, fire, vandalism, flood, weather or other act of God, risk of loss shall be on Seller. If property is destroyed or substantially damaged before closing, at Buyers option, this agreement may be declared null and void.

28. ATTORNEY REVIEW: This agreement is contingent upon Buyer's attorney's review and approval of these documents as to form and content and not as to price, within _____ calendar days [7 days if left blank] after effective date of this offer. If Buyer's attorney files a written objection, then, at Buyer's option, this agreement shall be cancelled and all earnest money deposited returned to Buyer. If Buyer's attorney does not file a written objection within the stipulated time, then this contingency shall be of no further effect, and the sale shall close as specified herein.

29. EFFECTIVE DATE: The effective date of this Agreement shall be the date of acknowledgment of receipt of the accepted offer.

30. COMPLIANCE FEE: Buyer understands and agrees to pay a compliance fee of \$395.00 for Keller Williams Market Center to comply with applicable federal and state statutes regarding storage and retention of all closing related documents.

31. FACSIMILE AND ELECTRONIC EXECUTION: A copy of the signature be it wet or electronic, of any party to this agreement will be immediately binding on that party on its receipt by the other party by electronic means and will have the same effect as an original signature. The parties agree that this offer, any counteroffer or acceptance, may be delivered by use of electronic authority with signatures, and that initials and modifications shall be deemed valid and binding upon the parties as if original signatures.

Seller(s)

Buyer(s)



32. ADDITIONAL DOCUMENTS ATTACHED: The following are attached hereto and are made a part hereof (check all that apply)

<input checked="" type="checkbox"/>	Seller's Disclosure Statement	<input type="checkbox"/>	72 Hour Contingency	<input type="checkbox"/>	Vacant Land Addendum
<input checked="" type="checkbox"/>	Lead-Based Paint Disclosure	<input type="checkbox"/>	Contingency Sale Addendum	<input type="checkbox"/>	Land Contract Addendum
<input checked="" type="checkbox"/>	Addendum to Purchase Agreement	<input type="checkbox"/>	Well and Septic Addendum	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	FHA –VA Addendum	<input type="checkbox"/>	Swimming Pool Addendum	<input type="checkbox"/>	
<input type="checkbox"/>	Dual Agency Agreement	<input type="checkbox"/>	Builder/New Construction Addendum	<input type="checkbox"/>	
<input type="checkbox"/>	Condominium Addendum	<input type="checkbox"/>	Private Road Addendum	<input type="checkbox"/>	

33. OTHER TERMS AND CONDITIONS:

34. CLOSING: Upon acceptance of this Agreement by Seller and conveyance of title in the condition required herein and subject to the terms of this Agreement, Seller and Buyer agree to consummate the sale on or before (date) 9/5/2023. Closing of this sale shall take place at the office of listing broker or mutually agreed location. Buyer shall not be deemed in default of this Agreement for any delay beyond the agreed upon closing date due to reasons associated with the Truth in Lending and/or federal disclosure requirements related to Buyer's Good Faith Estimate. Further, in the event of delays resulting from such matters or any governmental regulation or lender requirement, the closing date shall be extended for the period necessary to satisfy these requirements.

35. SELLERS ACKNOWLEDGEMENT:

A. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA): Seller(s) affirm that they ☒ are, ☐ are not Residents of the United States. If Seller(s) are NOT Residents of the United States, seller is aware they must comply with section 1445 of the United States Internal Revenue Code at closing.

B. PRIVATE ROADS: Seller(s) represents that property ☐ is, ☒ is not, on a private road. If property is located on a private road, Seller shall provide Buyer with a separate document providing notice that private road is not required to be maintained by County Board of Road Commissioners (per M.C.L.A. 560.261 [P. A. 1967 No.]).

C. PRINCIPAL RESIDENCE: Seller(s) affirms that principal residence exemption for the subject property is currently in a 100% Homestead status unless otherwise stated in the MLS for this property at the time offer is made and accepted. If the property has Homestead status, seller will not remove the Homestead status prior to closing. If the Homestead status is removed and Buyer(s) property tax obligation increases, Seller(s) will reduce purchase price an amount equal to the tax increase.

D. PROPERTY TAXES, WATER, OTHER PRORATIONS: All taxes that have or will become due and payable on or before the date of closing, that have become a lien upon the land, whether recorded or not recorded at the date of closing, shall be paid by Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with the due date basis of the municipality or taxing unit in which the property is located on a 365 day basis, as though they are paid in advance. Interest, rents, condominium and/or association dues or fees shall be prorated and adjusted as of the date of closing. Seller hereby agrees to pay for all sewer and water usage through date of possession. Listing Broker shall retain from the amount due Seller at closing, a minimum of **\$300.00 for water charges**. It is the obligation of Seller to furnish the final water meter reading to escrowholder who shall pay said billing to the proper authority and return the unused portion to Seller. Seller to pay State & County Transfer Taxes.

E. SPECIAL ASSESSMENTS: Any assessments, recorded or not recorded, which have been confirmed by the proper authority prior to closing shall be paid by Seller at closing. If Seller does have knowledge and/or documents pertaining to the new assessments as stated, they shall provide this information to Buyer. Upon receipt, Buyer shall have three (3) calendar days to review such documents. Buyer shall notify Seller within those three days if they wish to withdraw their offer and declare it null and void, or their willingness to proceed according to the agreed upon terms and conditions, or some other remedy agreed upon by both Seller and Buyer.

36. EXPIRATION: This offer shall remain irrevocable until withdrawn in writing OR until 11:59 p.m. E.S.T., on (date) 8/4/2023 and if not accepted by Seller, the deposit made by Buyer shall be returned upon funds clearing.

37. COUNTEROFFER: In the event Seller makes any written changes in any of the terms and conditions of the offer presented by Buyer, such changed terms and conditions shall constitute a counteroffer by Seller to Buyer, which shall remain valid 12:00 p.m. E.S.T., on (date) 8/5/2023, and shall require acceptance by the Buyer by initialing each change including date.

38. ADDITIONAL OFFERS: Upon Seller's written acceptance of this offer to purchase, Listing Realtor/Broker shall not show or present any other offers to Sellers and mark property pending in the MLS, unless otherwise provided in this contract.

By execution of this Agreement the Buyer(s) acknowledge the above price and terms are true and correct as their offer.

(Witness) Michael W Oberstadt

(Date) 08/03/23

(Buyer) Test Buyer

(Buyer) 08/03/23

SELLER'S ACCEPTANCE OF AGREEMENT OF SALE: The undersigned Seller accepts this offer and agrees to sell the described premises on the terms stated above. The earnest money recited above and paid by Buyer, shall be considered and used as earnest money, and shall be held according to the regulation of the Department of Consumer and Industry Services.

(Witness) _____

(Seller) _____

(Date) _____

(Seller) _____

ACKNOWLEDGEMENT OF RECEIPT: The undersigned ☐ Buyer(s), ☐ Seller(s) (if countered) hereby acknowledge receipt of the acceptance of price and terms of this offer.



FHA/VA ADDENDUM



This Addendum is attached to and made a part of a certain Purchase Agreement between the undersigned parties dated 08-03-2023 covering property commonly known as 21325 CALEDONIA Avenue, Hazel Park, Michigan 48030.

1. **Amendatory Clause** - It is expressly agreed that notwithstanding any other provisions of this contract, buyer shall not be obligated to complete purchase of property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the Buyer has been given, in accordance with HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner, Department of Veteran's Affairs, or a Direct Endorsement lender setting forth the appraised value of the property of not less than \$209,900.00. Buyer shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. Appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor condition of the property. Buyer should satisfy himself/herself that price and condition of subject property are acceptable.

2. The Seller, Borrower, Real Estate Broker or Agent involved in this loan transaction are certifying that terms of attached sales contract are true and correct to the best of their knowledge and belief. Any other agreement entered into by any of the following parties must be fully disclosed and attached to the sales contract.

The Seller, Borrower, Real Estate Broker or Agent fully understand that it is a Federal Crime punishable by fine or imprisonment, or both, to knowingly make any false statement concerning any of the above facts as applicable under provision of Title 18, United States Code, Sections 1012 and 114.

3. **Seller Contribution** - Seller agrees to pay (A) ☐ **NO COST** for Buyer to obtain financing.
(B) ☒ \$300.00 to be used toward Buyer's 1955 closing costs, discount points, prepaids and adjustments.
(C) ☐ See attached _____ addendum.

4. **Pest Inspection** - ☐ Seller ☒ Buyer agrees to pay for required pest inspection. (VA Mortgages-Seller must pay)

5. **Re-Inspection Fees** - ☐ Seller ☒ Buyer agrees to pay for any re-inspection fee(s), if any, as a result of any required repairs by FHA/VA appraisal. (VA Mortgages - Seller must pay)

6. **FHA/VA Required Repairs** - ☒ Seller agrees to pay up to \$200.00 toward any required FHA/VA repairs.
☒ Buyer agrees to pay up to \$600.00 toward any required FHA/VA repairs.

7. If both Buyer and Seller have each agreed to pay a portion of FHA/VA repairs, ☐ Buyer ☒ Seller will be the first responsible party. In the event FHA required cost exceed the sum total of above, the difference must be negotiated between Buyer and Seller within (3) days. If no agreement can be mutually obtained, Purchase Agreement shall become null and void, and all earnest monies shall be returned to Buyer.

8. Buyer agrees to apply for an FHA mortgage with lender certified to directly endorse FHA underwriting of such mortgage.

All other terms and conditions of Purchase Agreement to remain the same and in full force.

Michael W Oberstadt

Witness

Test Buyer

Buyer

08/03/23

08/03/23

Date

Buyer

Witness

Seller

Date

Seller



ADDENDUM/AMENDMENT

This Addendum is part of and incorporated into an Agreement of Sale dated: August 3rd, 2023 .

Property Address 21325 CALEDONIA Avenue, Hazel Park, Michigan 48030

By Test Buyer , as Buyer(s)

And KEOKI WILSON , as Seller(s).

The following is/are to be considered as part of the above referred to Offer to Purchase Real Estate. Buyers and Sellers acknowledge and agree to the following:

Buyer(s) agrees that if the home appraises for less than the agreed purchase price, and in order for the mortgage to continue. The buyer(s) shall make up the difference in the mortgage down payment.

Buyer(s) agrees to pay up to \$5,100 over an appraisal value of \$209,900, but no more than the agreed purchase price of \$215,000.

Buyer(s) and Seller(s) hereby agree to all conditions of this Addendum.

Authentisign
Michael W Oberstadt

Witness

08/03/23

Date

Witness

Date

Authentisign
Test Buyer 08/03/23

Buyer

Buyer

Seller

Seller



INSPECTION ADDENDUM

This Addendum is part of and incorporated into an Agreement of Sale dated: August 3rd, 2023.

Property Address 21325 CALEDONIA Avenue, Hazel Park, Michigan 48030

By Test Buyer, as Purchaser(s)

And KEOKI WILSON, as Seller(s).

The following is/are to be considered as part of the above referred to Offer to Purchase Real Estate. Purchasers and Sellers acknowledge and agree to the following:

1. Purchaser has had and is satisfied with their home inspection provided the following actions are taken:

Seller to replace cracked window in primary bedroom prior to closing.

Authentisign
Michael W Oberstadt

Witness

08/03/23

Date

Witness

Date

Authentisign
Test Buyer

08/03/23

Buyer

Buyer

Seller

Seller



H

Seller's Disclosure Statement

Property Address: 21325 Caledonia Ave Hazel Park MICHIGAN
 Street City, Village or Township

Purpose of Statement: This statement is a disclosure of the condition of the property in compliance with the Seller Disclosure Act. This statement is a disclosure of the condition and information concerning the property, known by the Seller. Unless otherwise advised, the Seller does not possess any expertise in construction, architecture, engineering or any other specific area related to the construction or condition of the improvements on the property or the land. Also, unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. This statement is not a warranty of any kind by the Seller or by any Agent representing the Seller in this transaction, and is not a substitution for any inspections or warranties the Buyer may wish to obtain.

Seller's Disclosure: The Seller discloses the following information with the knowledge that even though this is not a warranty, the Seller specifically makes the following representations based on the Seller's knowledge at the signing of this document. Upon receiving this statement from the Seller, the Seller's Agent is required to provide a copy to the Buyer or the Agent of the Buyer. The Seller authorizes its Agent(s) to provide a copy of this statement to any prospective Buyer in connection with any actual or anticipated sale of property. The following are representations made solely by the Seller and are not the representations of the Seller's Agent(s), if any. **THIS INFORMATION IS A DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY CONTRACT BETWEEN BUYER AND SELLER.**

Instructions to the Seller: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is required. (4) Complete this form yourself. (5) If some items do not apply to your property, check NOT AVAILABLE. If you do not know the facts, check UNKNOWN. FAILURE TO PROVIDE A PURCHASER WITH A SIGNED DISCLOSURE STATEMENT WILL ENABLE A PURCHASER TO TERMINATE AN OTHERWISE BINDING PURCHASE AGREEMENT.

Appliances/Systems/Services: The items below are in working order. (The items listed below are included in the sale of the property only if the purchase agreement so provides.)

	Yes	No	Unknown	Not Available		Yes	No	Unknown	Not Available
Range/oven	<input checked="" type="checkbox"/>				Lawn sprinkler system				<input checked="" type="checkbox"/>
Dishwasher	<input checked="" type="checkbox"/>				Water heater	<input checked="" type="checkbox"/>			
Refrigerator	<input checked="" type="checkbox"/>				Plumbing system	<input checked="" type="checkbox"/>			
Hood/fan				<input checked="" type="checkbox"/>	Water softener/conditioner				<input checked="" type="checkbox"/>
Disposal				<input checked="" type="checkbox"/>	Well & pump				<input checked="" type="checkbox"/>
TV antenna, TV rotor & controls				<input checked="" type="checkbox"/>	Septic tank & drain field				<input checked="" type="checkbox"/>
Electric System				<input checked="" type="checkbox"/>	Sump pump				<input checked="" type="checkbox"/>
Garage door opener & remote control				<input checked="" type="checkbox"/>	City water system	<input checked="" type="checkbox"/>			
Alarm system				<input checked="" type="checkbox"/>	City sewer system	<input checked="" type="checkbox"/>			
Intercom				<input checked="" type="checkbox"/>	Central air conditioning				<input checked="" type="checkbox"/>
Central vacuum				<input checked="" type="checkbox"/>	Central heating system				<input checked="" type="checkbox"/>
Attic fan				<input checked="" type="checkbox"/>	Wall furnace				<input checked="" type="checkbox"/>
Pool heater, wall liner & equipment				<input checked="" type="checkbox"/>	Humidifier	<i>Part of Furnace</i>			
Microwave				<input checked="" type="checkbox"/>	Electronic air filter				<input checked="" type="checkbox"/>
Trash compactor				<input checked="" type="checkbox"/>	Solar heating system				
Ceiling fan				<input checked="" type="checkbox"/>	Fireplace & chimney	<input checked="" type="checkbox"/>			
Sauna/hot tub				<input checked="" type="checkbox"/>	Wood burning system	<input checked="" type="checkbox"/>			
Washer	<input checked="" type="checkbox"/>				Dryer	<input checked="" type="checkbox"/>			

Explanations (attach additional sheets, if necessary):

UNLESS OTHERWISE AGREED, ALL HOUSEHOLD APPLIANCES ARE SOLD IN WORKING ORDER EXCEPT AS NOTED, WITHOUT WARRANTY BEYOND DATE OF CLOSING.

Property conditions, improvements & additional information:

- Basement/Crawlspace:** Has there been evidence of water? yes ☒ no ☐
 If yes, please explain: Flood 8-11-14 No problems since
- Insulation:** Describe, if known: _____
 Urea Formaldehyde Foam Insulation (UFFI) is installed? unknown ☒ yes ☐ no ☐
- Roof:** Leaks? _____
 Approximate age, if known: _____
 yes ☐ no ☒
- Well:** Type of well (depth/diameter, age and repair history, if known): N/A
 Has the water been tested? _____
 If yes, date of last report/results: _____
 yes ☐ no ☒

PAGE 1 OF 2

BUYER'S INITIALS TB
 SELLER'S INITIALS KW

FORM H JUN/06

Good Company Realty, 130 W 5th St. Royal Oak MI 48067
 Jim Shaffer

Phone: (248) 834-3030 Fax: _____
 Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

21325 Caledonia

Seller's Disclosure Statement

Property Address: 21325 Caledonia Ave Hazel Park, Mi 48030 MICHIGAN
 Street City, Village or Township

5. Septic tanks/drain fields: Condition, if known: N/A
 6. Heating system: Type/approximate age: GFA 2 years old
 7. Plumbing system: Type: copper galvanized other ✓
 Any known problems?
 8. Electrical system: Any known problems? No New electrical 2022
 9. History of Infestation, if any: (termites, carpenter ants, etc.) NONE
 10. Environmental problems: Are you aware of any substances, materials or products that may be an environmental hazard such as, but not limited to, asbestos, radon gas, formaldehyde, lead-based paint, fuel or chemical storage tanks and contaminated soil on property.
 unknown ✓ yes no
 If yes, please explain:
 11. Flood Insurance: Do you have flood insurance on the property? unknown yes no ✓
 12. Mineral Rights: Do you own the mineral rights? unknown ✓ yes no

Other Items: Are you aware of any of the following:

1. Features of the property shared in common with the adjoining landowners, such as walls, fences, roads and driveways, or other features whose use or responsibility for maintenance may have an effect on the property? unknown yes no ✓
 2. Any encroachments, easements, zoning violations or nonconforming uses? unknown yes no ✓
 3. Any "common areas" (facilities like pools, tennis courts, walkways or other areas co-owned with others), or a homeowners' association that has any authority over the property? unknown yes no ✓
 4. Structural modifications, alterations or repairs made without necessary permits or licensed contractors? unknown yes no ✓
 5. Settling, flooding, drainage, structural or grading problems? unknown yes no ✓
 6. Major damage to the property from fire, wind, floods, or landslides? unknown yes no ✓
 7. Any underground storage tanks? unknown yes no ✓
 8. Farm or farm operation in the vicinity; or proximity to a landfill, airport, shooting range, etc.? unknown yes no ✓
 9. Any outstanding utility assessments or fees, including any natural gas main extension surcharge? unknown yes no ✓
 10. Any outstanding municipal assessments or fees? unknown yes no ✓
 11. Any pending litigation that could affect the property or the Seller's right to convey the property? unknown yes no ✓

If the answer to any of these questions is yes, please explain. Attach additional sheets, if necessary:

The Seller has lived in the residence on the property from 3-2011 (date) to 6-8-23 (date).
 The Seller has owned the property since 5-18-12 (date).
 The Seller has indicated above the conditions of all the items based on information known to the Seller. If any changes occur in the structural/mechanical/appliance systems of this property from the date of this form to the date of closing, Seller will immediately disclose the changes to Buyer. In no event shall the parties hold the Broker liable for any representations not directly made by the Broker or Broker's Agent.

Seller certifies that the information in this statement is true and correct to the best of Seller's knowledge as of the date of Seller's signature.

BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY. THESE INSPECTIONS SHOULD TAKE INDOOR AIR AND WATER QUALITY INTO ACCOUNT, AS WELL AS ANY EVIDENCE OF UNUSUALLY HIGH LEVELS OF POTENTIAL ALLERGENS INCLUDING, BUT NOT LIMITED TO, HOUSEHOLD MOLD, MILDEW AND BACTERIA.

BUYERS ARE ADVISED THAT CERTAIN INFORMATION COMPILED PURSUANT TO THE SEX OFFENDERS REGISTRATION ACT, 1994 PA 295, MCL 28,721 TO 28,732 IS AVAILABLE TO THE PUBLIC. BUYERS SEEKING SUCH INFORMATION SHOULD CONTACT THE APPROPRIATE LOCAL LAW ENFORCEMENT AGENCY OR SHERIFF'S DEPARTMENT DIRECTLY.

BUYER IS ADVISED THAT THE STATE EQUALIZED VALUE OF THE PROPERTY, PRINCIPAL RESIDENCE EXEMPTION INFORMATION, AND OTHER REAL PROPERTY TAX INFORMATION IS AVAILABLE FROM THE APPROPRIATE LOCAL ASSESSOR'S OFFICE. BUYER SHOULD NOT ASSUME THAT BUYER'S FUTURE TAX BILLS ON THE PROPERTY WILL BE THE SAME AS THE SELLER'S PRESENT TAX BILLS. UNDER MICHIGAN LAW, REAL PROPERTY TAX OBLIGATIONS CAN CHANGE SIGNIFICANTLY WHEN PROPERTY IS TRANSFERRED.

Seller Keoki Wilson Date: 6-8-23
 Seller _____ Date: _____

Buyer has read and acknowledges receipt of this statement.

Buyer Test Buyer Date: 08/03/23 Time _____
 Buyer _____ Date: _____ Time _____

Disclaimer: This form is provided as a service of the Michigan Association of REALTORS®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The Michigan Association of REALTORS® is not responsible for use or misuse of form for misrepresentation or for warranties made in connection with the form.

PAGE 2 OF 2
 FORM H JUN/06



Lead-Based Paint and Lead-Based Paint Hazards Disclosure



Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

This disclosure is in regard to a residential dwelling commonly known as **21325 Caledonia Ave**
Hazel Park, MI 48030
(STREET ADDRESS)

Seller's Disclosure (initial all paragraphs which apply)

☐

Seller represents that the housing on the above described property was constructed after 12/31/1977 and thereby is exempt under 42 U.S.C. 4582(d) (the lead paint disclosure regulations)

☒

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

☒

Seller has no records or reports of lead-based paint and/or lead-based paint hazards in the housing.

☐

Known lead-based paint and/or lead-based paint hazards are present in the housing. (explain)

☐

Seller has the following records or reports pertaining to lead-based paint and/or lead-based paint hazards in the housing which seller shall provide to purchaser upon receipt of an acceptable "Buy & Sell Agreement". (list documents below)

Seller's Agent's Acknowledgement (initial)

☒

Agent has informed the seller of the seller's obligations under 42 U.S.C. 4582 (d) and is aware of his/her responsibility to ensure compliance.

Purchaser's Acknowledgement (initial all paragraphs which apply)

☒

Purchaser has received copies of all information listed above, if any.

☒

Purchaser has received the pamphlet "Protect Your Family from Lead in Your Home".

☒

Purchaser has (initial only one below)

☐

Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead based paint hazards;

☒

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Test Buyer

08/03/23
Date

Keoki Wilson
Date

8-8-23
Date

Purchaser

Date

Seller

Date

Michael Oberstadt

12:35p.m. 08-03-2023

Selling Sales Person

Date

Jin Shaffer
Date

Date



EARNEST MONEY DEPOSIT RECEIPT AND AGREEMENT

Notice to Purchaser

You have tendered an Earnest Money Deposit (EMD) in connection with an offer made on the property referenced below. State law requires that the salesperson deliver your EMD to his/her broker immediately. It will be deposited in the broker's non-interest bearing account. If your EMD was tendered in the form of a personal check, you should have funds readily available in your bank account to allow it to clear promptly. In the event your check is returned for non-sufficient funds, a fee of \$35.00 will be charged for each occurrence. By your signature below, you acknowledge and agree that any such charge may be deducted from a refund of your EMD and may be included as a charge to you in your closing documents (unless paid separately). **EMD check must be made payable only to the brokerage, KELLER WILLIAMS REALTY and delivered to the brokerage by AGENT. The broker and KELLER WILLIAMS REALTY will not be liable or responsible for any damages incurred by customer for any EMD checks made payable to AGENTS OR ANY OTHER ENTITY.**

Refund Policy

Offer Not Accepted: Your EMD will be returned to you promptly, subject to the same limitations noted in the following paragraph with respect to personal check.

Offer Accepted: If the sale does not close, your EMD will be handled as provided in the fully executed Mutual Release of Purchase Agreement. Your deposit will be refunded or disbursed when we have received notice that your check has cleared.

Dispute over Earnest Money Deposit: If a dispute should occur as to the disbursement of your EMD, it will be retained in the Broker Trust Account until the dispute is resolved or a court or arbitration decision is rendered.

Acknowledged and Agreed:

Purchasers Signature:  Test Buyer Date: 08/03/23
 Purchasers Signature: _____ Date: _____

Salesperson:

☒ Original Deposit ☐ Additional Deposit ☒ Amount \$2,150.00

For Property Located At: 21325 CALEDONIA Avenue, Hazel Park, Michigan 48030

☐ Transfer Deposit from: _____
1st EMD Address

In the form of: ☒ Personal Check ☐ Cashiers/Certified Check ☐ Other _____

Buyers Name: Test Buyer (248) 214-1309
Printed Name Telephone #

Current Residence: 2730 Union Lake Road, Commerce Twp, MI 48382

Sellers Name: KEOKI WILSON _____
Printed Name Telephone #

Date EMD is Received by Salesperson: August 3rd, 2023

Salesperson: Michael Oberstadt (248) 360-2900
Printed Name Telephone #

MUST ATTACH COPY OF PURCHASE AGREEMENT
AND
COPY OF MLS SHEET



CUSTOMER FRAUD WARNING AND ACKNOWLEDGEMENT

As a result of numerous e-mail, text and social media message scams, funds that are to be wired have been targeted, and in some cases, stolen. These scams involve authentic-looking, yet false, wire instructions appearing to be from title, mortgage or real estate companies. If these false wire instructions are followed, the funds divert to the criminals.

While Keller Williams has policies and procedures in place to minimize such fraud, unauthorized parties can, unfortunately bypass even the best security systems.


Please follow these instructions for your security:

1. Never transmit non-public personal information, such as social security numbers, bank account or routing numbers, credit or debit card numbers or wire instructions by electronic communication. If you are sending wire instructions as a seller, verify that the correct instructions were received by a known representative of the intended recipient. E-MAILS THAT ATTEMPT TO INDUCE FRAUDULENT WIRE TRANSFERS ARE COMMON AND MAY APPEAR TO COME FROM A TRUSTED SOURCE.
2. Wire instructions should be sent to you via encrypted email by your title and/or mortgage company ONLY. If encrypted email is not available, wire instructions should be delivered by hand, telephone, USPS mail or overnight courier.
3. Before you wire funds to anyone (including your title company, lender, real estate agent or lawyer), personally call them at a number you obtained on your own to confirm that the transaction is legitimate. DO NOT USE THE TELEPHONE NUMBER USED IN THE EMAIL.
4. If you receive any electronic communication directing you to transfer funds or to provide personal information, EVEN IF THAT ELECTRONIC COMMUNICATION APPEARS TO BE FROM KELLER WILLIAMS, do not respond to it and call your sales person immediately. Be especially wary of any change in wire instructions, **wire instructions RARELY, IF EVER, change.**

Immediately notify your banking institution if you are, or suspect that you are, a victim of wire fraud.

The undersigned agree(s) to defend, and hold harmless, Keller Williams, its associated real estate salespeople and affiliated title and lending companies, from all liability that relates to, or arises from, the use, or attempted use, of wire transfer of funds in connection with the contemplated transaction.

ACCEPTED AND AGREED:

Authentisign


Signature

Test Buyer

Printed Name

08/03/23

Dated

Signature

Printed Name

Dated



KELLER WILLIAMS HOME
AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

To: Test Buyer Property: 21325 CALEDONIA
 Avenue, Hazel Park,
 Michigan 48030

From: Keller Williams Home Date: August 3rd, 2023


In connection with the purchase or refinance of this property, you will need certain settlement services. We recommend Michigan Allied Title Agency LLC for title insurance.

This is to give you notice that Keller Williams Home has a business relationship with Michigan Allied Title Agency LLC in in that principals in Keller Williams Home have an interest in Michigan Allied Title Agency LLC. Because of this relationship, this referral may provide Keller Williams Home a financial or other benefit.

You are NOT required to use Michigan Allied Title Agency LLC as a condition for the purchase and/or refinance of subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

ACKNOWLEDGEMENT

I/we have read this disclosure form, and understand that Keller Williams Home is referring me/us to purchase the above-described settlement services, and may receive a financial or other benefit as the result of this referral.

 Test Buyer 08/03/23
Signature Date

Signature Date



UU

Exclusive Buyer Agency Contract (Short Form – Designated Agency)



Brokerage Firm: KW Showcase Realty ("Brokerage Firm")
 Designated Agent(s): Michael W Oberstadt ("Designated Agent")
 Designated Agent(s) Email Address: michaeloberstadt@kw.com
 Designated Agent(s) Phone # (248) 360-2900 Designated Agent(s) Facsimile # _____
 Supervisory Broker: David Botsford
 Buyer(s): Test Buyer ("Buyer")
 Buyer's Home Address: 2730 Union Lake Road Buyer's Phone # (248) 214-1309
 Buyer's Email Address: <Test_Buyer>michaeloberstadt@kw.com Buyer's Facsimile # _____

- PURPOSE:** Brokerage Firm and Buyer hereby designate the agent(s) listed above as the Buyer's Designated Agent to assist Buyer in purchasing real estate. Buyer shall have an agency relationship with ONLY Brokerage Firm and the Designated Agent and the Supervisory Broker named above. **Brokerage Firm shall be compensated by the seller or the listing broker.** Buyer acknowledges that neither Designated Agent nor Supervisory Broker is acting as an attorney, tax advisor, surveyor, appraiser, environmental expert or structural or mechanical engineer, and that Buyer should contact professionals on these matters.
- TERM/CANCELLATION:** This Agreement is entered into this 3rd day of August 2023. This Agreement shall expire on February 3, 2024. This Agreement may be cancelled only by the mutual consent of the parties in writing.
- CONFIDENTIAL INFORMATION:** Designated Agent and Supervisory Broker will preserve any confidential information obtained during another agency relationship or in a prior or pending transaction or business relationship.
- CONFLICT OF INTEREST (BUYERS):** Buyer acknowledges that Designated Agent may represent other Buyers desirous of purchasing property similar to the desired property.
- CONFLICT OF INTEREST (SELLERS):** In the event Buyer elects to make a bona fide offer on real property listed by Designated Agent, Designated Agent shall act as disclosed dual agent of both Buyer and the seller pursuant to a written agreement.
- NON-DISCRIMINATION:** It is agreed by Brokerage Firm and Buyer, parties to this Agreement, that as required by law, discrimination because of religion, race, color, national origin, age, sex, disability, familial status or marital status by said parties in respect to the purchase of the desired property is prohibited.
- ELECTRONIC COMMUNICATIONS:** The parties agree that this agreement, any modification of this agreement and any written communication in connection with this agreement may be delivered by electronic mail or by fax via the contact information set forth above. Any such communication shall be deemed delivered at the time it is sent or transmitted.
- ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties, and any prior agreements, whether oral or written, have been merged and integrated into this Agreement.
- OTHER:** _____
- RECEIPT:** Buyer has read this Agreement and acknowledges receipt of a completed copy of this Agreement.

Michael Oberstadt (REALTOR®) Test Buyer (Buyer)

For: KW Showcase Realty (Brokerage Firm) (Buyer)

Date: August 3rd, 2023 Date: 08/03/23

Disclaimer: This form is provided as a service of Michigan Realtors®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. Michigan Realtors® is not responsible for use or misuse of the form, for misrepresentation, or for warranties made in connection with the form.

Disclosure Regarding Real Estate Agency Relationships

Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of agency relationship you have with that licensee. A real estate transaction is a transaction involving the sale or lease of any legal or equitable interest in real estate consisting of not less than 1 or not more than 4 residential dwelling units or consisting of a building site for a residential unit on either a lot as defined in section 102 of the land division act, 1967 PA 288, MCL 560.102, or a condominium unit as defined in section 4 of the condominium act, 1978 PA 59, MCL 559.104.

- (1) An agent providing services under any service provision agreement owes, at a minimum, the following *duties* to the client:
- (a) The exercise of reasonable care and skill in representing the client and carrying out the responsibilities of the agency relationship.
 - (b) The performance of the terms of the service provision agreement.
 - (c) Loyalty to the interest of the client.
 - (d) Compliance with the laws, rules, and regulations of this state and any applicable federal statutes or regulations.
 - (e) Referral of the client to other licensed professionals for expert advice related to material matters that are not within the expertise of the licensed agent. **A real estate licensee does not act as an attorney, tax advisor, surveyor, appraiser, environmental expert, or structural or mechanical engineer and you should contact professionals on these matters.**
 - (f) An accounting in a timely manner of all money and property received by the agent in which the client has or may have an interest.
 - (g) Confidentiality of all information obtained within the course of the agency relationship, unless disclosed with the client's permission or as provided by law, including the duty not to disclose confidential information to any licensee who is not an agent of the client.

(2) A real estate broker or real estate salesperson acting pursuant to a service provision agreement shall provide the following *services* to his or her client:

- (a) When the real estate broker or real estate salesperson is representing a seller or lessor, the marketing of the client's property in the manner agreed upon in the service provision agreement.
- (b) Acceptance of delivery and presentation of offers and counteroffers to buy, sell, or lease the client's property or the property the client seeks to purchase or lease.
- (c) Assistance in developing, communicating, negotiating, and presenting offers, counteroffers, and related documents or notices until a purchase or lease agreement is executed by all parties and all contingencies are satisfied or waived.
- (d) After execution of a purchase agreement by all parties, assistance as necessary to complete the transaction under the terms specified in the purchase agreement.
- (e) For a broker or associate broker who is involved at the closing of a real estate or business opportunity transaction, furnishing, or causing to be furnished, to the buyer and seller, a complete and detailed closing statement signed by the broker or associate broker showing each party all receipts and disbursements affecting that party.

Michigan law requires real estate licensees who are acting as agents of sellers or buyers of real property to advise the potential sellers or buyers with whom they work of the nature of their agency relationship.

SELLER'S AGENTS

A seller's agent, under a listing agreement with the seller, acts solely on behalf of the seller. A seller can authorize a seller's agent to work with subagents, buyer's agents and/or transaction coordinators. A subagent of the seller is one who has agreed to work with the listing agent, and who, like the listing agent, acts solely on behalf of the seller. Seller's agents and their subagents will disclose to the seller known information about the buyer which may be used to the benefit of the seller.

Individual services may be waived by the seller through execution of a limited service agreement. Only those services set forth in paragraph (2)(b), (c), and (d) above may be waived by the execution of a limited service agreement.

BUYER'S AGENTS

A buyer's agent, under a buyer's agency agreement with the buyer, acts solely on behalf of the buyer. A subagent of the buyer is one who has agreed to work with the buyer's agent with who, like the buyer's agent, acts solely on behalf of the buyer. Buyer's agents and their subagents will disclose to the buyer known information about the seller which may be used to benefit the buyer.

Individual services may be waived by the buyer through execution of a limited service agreement. Only those services set forth in paragraph (2)(b), (c), and (d) above may be waived by the execution of a limited service agreement.

DUAL AGENTS

A real estate licensee can be the agent of both the seller and the buyer in a transaction, but only with the knowledge and informed consent, in writing, of both the seller and the buyer.

In such a dual agency situation, the licensee will not be able to disclose all known information to either the seller or the buyer. As a dual agent, the licensee will not be able to provide the full range of fiduciary duties to the seller or the buyer.

The obligations of a dual agent are subject to any specific provisions set forth in any agreement between the dual agent, the seller and the buyer.

TRANSACTION COORDINATOR

A transaction coordinator is a licensee who is not acting as an agent of either the seller or the buyer, yet is providing services to complete a real estate transaction. The transaction coordinator is not an agent for either party and therefore owes no fiduciary duty to either party.

DESIGNATED AGENCY

A buyer or seller with a designated agency agreement is represented only by agents specifically named in the agreement. Any agents of the firm not named in the agreement do not represent the buyer or seller. The named "designated" agent acts solely on behalf of his or her client and may only share confidential information about the client with the agent's supervisory broker who is also named in the agreement. Other agents in the firm have no duties to the buyer or seller and may act solely on behalf of another party in the transaction.

LICENSEE DISCLOSURE (Check one)

I hereby disclose that the agency status of the licensee named below is:

- ☐ Seller's agent
- ☐ Seller's agent – limited service agreement
- ☒ Buyer's agent
- ☐ Buyer's agent – limited service agreement
- ☐ Dual agent
- ☐ Transaction coordinator (A licensee who is not acting as an agent of either the seller or the buyer.)
- ☐ None of the above

AFFILIATED LICENSEE DISCLOSURE (Check one)

- ☒ Check here if acting as a designated agent. Only the licensee's broker and a named supervisor broker have the same agency relationship as the licensee named below. If the other party in a transaction is represented by an affiliated licensee, then the licensee's broker and all named supervisory brokers shall be considered disclosed consensual dual agents.
- ☐ Check here if not acting as a designated agent. All affiliated licensees have the same agency relationship as the licensee named below.

Further, this form was provided to the buyer or seller before disclosure of any confidential information.

Michael Oberstadt
 Licensee **Selling Agent** c6610db **Michael W Oberstadt**

 Licensee

August 3rd, 2023
 Date

 Date

ACKNOWLEDGMENT

By signing below, the parties acknowledge that they have received and read the information in this agency disclosure statement and acknowledge that this form was provided to them before the disclosure of any confidential information. **THIS IS NOT A CONTRACT.**

The undersigned _____ **DOES** ☒ **DOES NOT** have an agency relationship with any other real estate licensee. If an agency relationship exists, the undersigned is represented as _____ **SELLER** _____ **BUYER**.

Authentisign
Test Buyer
 Potential Buyer/Seller (circle one) ☒ **Test Buyer**

08/03/23
 Date

 Potential Buyer/Seller (circle one) ☒

 Date

Disclaimer This form is provided as a service of Michigan Realtors®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. Michigan Realtors® is not responsible for use or misuse of the form, for misrepresentation, or for warranties made in connection with the form.

America's Preferred[®] Home Warranty



NEW!

Standard Coverages:

Washer & Dryer | Exterior Water & Sewer Lines

Optional Plan:

Home Entertainment & Technology Plan



CHOOSE your own licensed contractor!

Start A Claim 24/7/365: 800.648.5006 | APHW.COM

Certain items and events are not covered by this contract. Please refer to limitations, restrictions and exclusions in this contract brochure.

KELLERWILLIAMS[®]
APPROVED VENDOR

Keller Williams Approved Vendor Program members are business entities independent from Keller Williams Realty, Inc. Neither Keller Williams Realty, Inc. nor its affiliated companies warrant APHW, their products, or their services.

KWBP499A

Acceptance/Invoice

Contract Number: _____



To obtain a contract number call: **1.800.648.5006**
 America's Preferred Home Warranty | 5775 Ann Arbor Rd. | Jackson, MI 49201
 Fax: 1.888.479.2652 | aphwoffice@aphw.com | aphw.com

IMPORTANT: FOR SERVICE CALL: 1.800.648.5006.

NO PAYMENT OR REIMBURSEMENT FOR SERVICES PERFORMED WITHOUT PRIOR APPROVAL.

~ Please be sure to fill in all applicable areas of information. ~

Seller(s) Name(s)

KEOKI WILSON

Property Address Number & Street

City State County Zip

Phone Number(s)

Seller(s) E-mail(s)

Buyer(s) Name(s)

Test Buyer

Phone Number(s)

(248) 214-1309

Buyer(s) E-mail(s)

Real Estate Office

KW Showcase Realty

Address

2730 Union Lake Road

City State Zip
 Commerce Township MI 48382

Phone Number
 (248) 360-2900

Fax Number
 (248) 406-2901

Real Estate Agent

Michael W Oberstadt

Agent's E-mail

Closing Date

September 5th, 2023

Listing date

BOTH PARTIES AGREE THAT THE OBLIGATIONS FOR REPAIR OR SERVICE UNDER THIS AGREEMENT ARE SOLELY THOSE OF THE SERVICE PROVIDER AND ARE NOT THE OBLIGATION OF ANY REAL ESTATE FIRM. SEE ADDITIONAL TERMS AND CONDITIONS ON THE FOLLOWING PAGES (7-11).

SELLER AND BUYER ACKNOWLEDGE BY SIGNATURE OR PAYMENT THAT HE OR SHE HAS READ, UNDERSTANDS AND ACCEPTS THIS REAL ESTATE HOME WARRANTY AGREEMENT, INCLUDING ALL SERVICE AGREEMENT TERMS AND CONDITIONS.

Seller(s) Signature(s) X _____ Date _____
 X _____ Date _____
 Buyer(s) Signature(s) X _____ Date _____
 X _____ Date _____

WAIVER

Applicant has reviewed the Real Estate Home Warranty Agreement and hereby declines coverage. Applicant agrees to hold the real estate broker and agent harmless in the event of a significant mechanical failure which otherwise would have been covered under the Real Estate Home Warranty Agreement.

Seller(s) Signature(s) X _____ Date _____
 ✓ Buyer(s) Signature(s) X Test Buyer _____ Date 08/03/23

2 of 12 - KWBP499A

HOUSING TYPE (Please Check One)

- ☐ Single/Family ☐ Condo/Townhouse
☐ Duplex (2 warranties) ☐ Triplex (3 warranties)
☐ Fourplex (4 warranties) ☐ New Home Construction
☐ Manufactured Home Year Manufactured: _____
☐ Foreclosed/Reposessed Home**

**See Terms and Conditions "General #9"

PLAN OPTIONS (Please Check One)

- ☐ **Buyer's Premier Coverage Plan - One Year**.....\$695
 25 Standard Coverage Items + 12 Buyer Preferred
 Upgrade Items + \$50 Deductible

Single Family Plans

- ☐ One Year: \$100 Deductible\$499
☐ One Year: \$50 Deductible\$535
☐ Two Years: \$100 Deductible\$950

Condo/Townhouse Plans

- ☐ One Year: \$75 Deductible\$475
☐ Two Years: \$75 Deductible\$899

New Construction Plan for Buyers

- ☐ Three Years: \$75 Deductible\$600
 Coverage begins 366 days after closing
 and continues for three years.

Multi-Family Unit Plans (\$75 Deductible)

- ☐ One Year: Duplex (2 warranty agreements)\$950
☐ One Year: Triplex (3 warranty agreements)\$1,250
☐ One Year: Fourplex (4 warranty agreements)\$1,599

BUYER COVERAGE OPTIONS (Check All That Apply)

- ☐ **Buyer Preferred Upgrade**.... \$160 x ____ yrs. = \$ ____
Important: If the Buyer Preferred Upgrade has been selected and the property is a multiple family dwelling, the upgrade package must be purchased for each unit.
- ☐ Additional Refrigerators \$50 x ____ yrs. = \$ ____
☐ Gas Fireplace \$50 x ____ yrs. = \$ ____
☐ Inground Pool/Spa \$185 x ____ yrs. = \$ ____
☐ Premium/
 Salt Water Pool/Spa..... \$345 x ____ yrs. = \$ ____
☐ Sprinkler System \$50 x ____ yrs. = \$ ____
☐ Termite Control..... \$50 x ____ yrs. = \$ ____
☐ Water Softener \$85 x ____ yrs. = \$ ____

SELLER'S COVERAGE

- ☐ **Seller Preferred Upgrade**..... \$100

HOME ENTERTAINMENT & TECHNOLOGY PLAN

- ☐ \$75 Deductible..... \$199 x ____ yrs. = \$ ____

Plan Cost(s)..... \$ _____

Option Cost(s)..... \$ _____

Total..... \$ 0.00

PLEASE REMIT PAYMENT TO:
AMERICA'S PREFERRED HOME WARRANTY
PO BOX 772150 | DETROIT, MI 48277-2150

SUBMIT

Plans & Pricing

\$499

Base Price



Single Family Home with \$100 Deductible

Single Family Home (Continued)

Two Years: \$100 Deductible \$950

Condo/Townhouse

One Year: \$75 Deductible \$475

Two Years: \$75 Deductible \$899

New Construction

Three Years: \$75 Deductible \$600

Coverage begins 366 days after closing and continues for three years.

Multi-Family Unit Plans

(\$75 Deductible)

One Year: Duplex (2 warranty agreements) \$950

One Year: Triplex (3 warranty agreements) \$1,250

One Year: Fourplex (4 warranty agreements) \$1,599

Single Family Home

One Year: \$100 Deductible \$499

One Year: \$50 Deductible \$535

BUYER Coverage Plans

COVERAGE ITEMS (Standard)	
Attic and Exhaust Fans	•
Built-In Dishwasher	•
Built-In Microwave	•
Built-In Oven	•
Central Air Conditioning	•
Central Vacuum	•
Duct Work	•
Electrical System	•
Exterior Water and Sewer Line	•
Free-Standing Range/Cooktop	•
Garage Door Opener	•
Garbage Disposal	•
Heating System	•
Hotel Benefits	•
Humidifier	•
Instant Hot Water Dispenser	•
Permanently Installed Sump Pump	•
Plumbing	•
Refrigerator	•
Roof Leak Repair	•
Septic System	•
Stoppages	•
Washer/Dryer	•
Water Heater	•
Water Well Pump	•

BUYER PREFERRED UPGRADE (Optional)* \$160	
Built-in Dishwasher (Adds): <i>Racks, Baskets and Rollers</i>	•
Built-in Microwave (Adds): <i>Interior Lining, Glass Door, Clocks and Shelves</i>	•
Central Air (Adds): <i>Refrigerant Recovery, Cost of Crane, Registers and Grills</i>	•
Ceiling Fan	•
Central Heat (Adds): <i>Registers, Grills and Heat Lamps</i>	•
Garage Door Opener (Adds): <i>Hinges, Springs, Keypads and Remote Transmitters</i>	•
Refrigerator (Adds): <i>Refrigerant Recovery, Control Board, Ice Maker and Ice/Beverage Dispenser</i>	•
Special Electrical Package (Adds): <i>Fire/Burglar Alarm, Lighting Fixtures, Doorbell</i>	•
Toilets (Adds): <i>Replaced With Like Quality</i>	•
Oven/Range (Adds): <i>Interior Lining, Clocks, Rotisseries, Racks, Handles, Knobs and Dials</i>	•
Water Heater (Adds): <i>Sediment Buildup</i>	•
\$250 toward Code Violations	•

Buyer's Premier Coverage Plan

25 Standard Coverage Items | 12 Buyer Preferred Upgrade Items

\$695
w/ \$50 Deductible (One Year)

Home Entertainment & Technology Plan (See page 4)

\$199
w/ \$75 Deductible (One Year)

SELLER Coverage Plans

COVERAGE ITEMS (Standard) **	
ListSecure®	•
Attic and Exhaust Fans	•
Central Vacuum	•
Duct Work	•
Electrical System	•
Instant Hot Water Dispenser	•
Plumbing	•
Stoppages	•
Water Heater	•

SELLER PREFERRED UPGRADE (Optional)** \$100	
Built-In Dishwasher	•
Built-In Microwave	•
Built-In Oven	•
Central Air Conditioning	•
Free-Standing Range/Cooktop	•
Garbage Disposal	•
Heating System	•
Refrigerator	•

OPTIONAL Coverages

Additional Refrigerators \$50
Gas Fireplace \$50
Inground Pool/Spa \$185
Premium/Salt Water Pool/Spa \$345
Sprinkler System \$50
Termite Control \$50
Water Softener \$85

*** IMPORTANT:** If the Buyer Preferred Upgrade has been selected and the property is a multiple family dwelling, the upgrade package must be purchased for each unit.

**** Florida Only:** Customers must purchase the Seller Preferred Upgrade to receive listing coverage, which will include the Standard Coverage Items.



\$199 w/ \$75 Deductible
(One Year)

- Desktop Computers
- DVD/Blu-Ray Players
- External Hard Drives
- Gaming Systems
- Home Theater
- Laptop Computers
- Peripherals/Wearables
- Printers
- Routers
- Tablets
- Televisions/Monitors



Home Entertainment & Technology Plan by Fortegra

Fortegra® is the marketing name for the service contract operations of the subsidiaries of Fortegra Financial Corporation. Products and services are provided by 4Warranty Corporation, The Service Doc, Inc. (in WI), or Lyndon Southern Insurance Company (in OK and FL: Lic. No.: FL-03698), each of which are subsidiaries of Fortegra Financial Corporation. This is a summary of the benefits available. For complete information, including details of benefits, coverage, specific exclusions, conditions, and limitations, please refer to the complete terms and conditions of the service agreement. A service agreement is optional, cancellable and in no way required to obtain credit. A service agreement is not a warranty. *Scan QR Code for more information.*

**For 24/7/365 Home Entertainment
& Technology claims service, call:**

877.958.2398

Buyer's Premier Coverage Plan

The Buyer's Premier Coverage Plan gives you ALL the standard coverage items, ALL the Buyer Preferred Upgrade items, AND the \$50 deductible—all for one full year of coverage!!

Easy, fast, and convenient!
See page 3 for details.

\$695 w/ \$50
Deductible
(One Year)



25 Standard Coverage Items **+** **12** Buyer Preferred Upgrade Items

What Is Covered?



ATTIC AND EXHAUST FANS

Plans that cover this item: Buyer | Seller

Covered: Switches, controls, motors, bearings and blades.

Not Covered: Shutters, belts and filters, circulation or paddle-type fans.



CENTRAL AIR CONDITIONING

Plans that cover this item: Buyer | Seller Preferred Upgrade

Covered: (Electric refrigerant central air conditioning units only.) Coils and compressor, capacitor, motors, thermostat valves, thermostats, leaks in refrigerant lines, liquid suction line dryers, fuses, breakers, disconnect boxes (contactors), wiring, condensing units, evaporative coolers.

Not Covered: Window units, free-standing room units, water cooled units, portable units, any type of gas, lithium/glycol, outside and/or underground components and piping for geothermal including condenser fins, drain pans, cleaning, duct work associated with any gas units, electronic air filters or cleaners, filters, water towers, evaporative cooling pads, energy management systems, or recovery of refrigerant and chillers. Zone controls, zone motors, dampers, and leak tests.



ELECTRICAL

Plans that cover this item: Buyer | Seller

Covered: Electrical breakers, wiring, panels and sub-panels, plugs, fuses, switches, conduit, junction box, central vacuum systems. Garage door openers (motors, push buttons, control boards, drive mechanisms, chains).

Not Covered: Service entrance cables, garage doors, meter boxes, counter balance mechanisms, rollers and remote sensing units, tracks, infrared sensors, any loss due to water seepage along service cable, any loss from overload or power failure, any electrical items or wiring located outside the perimeter of the principal dwelling and attached garage.



EXTERIOR WATER AND SEWER LINE COVERAGE

Plans that cover this item: Buyer

Covered: Water and sewer pipes between the home's foundation and the water or sewer main pipe. Coverage applies to locating the pipe stoppage or collapse including excavation and backfilling, the repair and/or replacement of the affected pipe, and clearing of stoppages (cleaning same lines after 14 days has elapsed shall be considered a new claim and is subject to a new deductible) up to the coverage limit.

Not Covered: Landscaping replacement, frozen pipes, clean up of leaked material, blockages or breaks from tree roots and foreign objects.



HEATING SYSTEM

Plans that cover this item: Buyer | Seller Preferred Upgrade

Covered: Central heating system including electric, gas, oil, gravity (centrally ducted only), steam or hot water heat systems, ductwork, interior gas lines, thermostats, relays and wiring. Heat exchanger and/or combustion chamber, electric heat pump, burners, circuit board, igniter, flame sensor, transformer, gas valves, baseboard convectors, pumps, motors, switches, heating elements.

Boiler systems only: Zone valves, geothermal and/or water source heat pump components and parts located within the foundation of the home or attached garage which cool and/or heat the home.

Not Covered: Outside and/or underground components and piping for geothermal and/or water source heat pumps, well pump and well pump components for geothermal and/or water source heat pumps. Free-standing or portable heating units, through-wall units, coal or wood burning equipment, fuel oil or propane gas storage tanks, fuel oil lines, registers, electronic air filters and cleaners, vents, space heaters, grills, filters, solar heating systems, radiators, fireplaces, clocks, chimneys and chimney liners, recovery of refrigerant and cleaning and energy management systems. Leak tests. Zone controls, zone motors and dampers.



HUMIDIFIER

Plans that cover this item: Buyer

Covered: Permanently mounted furnace humidifier including pans, housing, motors, fans, humidistats, transformers, valves and lines.

Not Covered: Humidifier pads, media elements, brushes, atomizers or back flush units.



KITCHEN APPLIANCES

Plans that cover this item: Buyer | Seller Preferred Upgrade

Coverage is limited to primary kitchen area.

Covered: (Note: All appliances must be part of the contract to purchase for the purchaser at the time of the sale of the home or be built-in. Free-standing range, built-in oven, cooktop, built-in dishwasher (pump, motor, timers, gaskets, spray arm, seals, air gap, latches, switches and heating element, control board), built-in microwave, garbage disposal, refrigerator (compressor only).

Not Covered: Water dispenser, cracked or broken thermal shells, any loss or damage of a cosmetic nature such as denting, chipping, the cost of attaining access, replacement or repair of countertops or cabinets, racks, baskets, clocks, timers, rollers, glass or ceramic cooktops, self-cleaning mechanisms, cooking accessories, doors, door hinges, knobs, keypads, interior lining, door glass, latches, meat probes, rotisseries, shelves, ice makers, ice crushers, soap dispensers, beverage dispensers, broken interior, loss due to rust-out and food spoilage, recovery of refrigerant, and freezers which are not an integral part of refrigerator.



PLUMBING SYSTEMS

Plans that cover this item: Buyer | Seller

Covered: Drains and standard faucets, leaks and breaks to water, vent, gas or sewer lines, waste lines, assembly parts within the toilet tank, valves to shower, tub diverter, interior hose bibs, stoppage in drain, vent and sewer lines; angle stops and risers. Clearing of stoppages (cleaning same lines after 14 days has elapsed shall be considered a new claim and is subject to a new deductible). The foregoing is covered only within the perimeter of the main foundation of the home including attached garage.

Buyer Only: Permanently installed sump pumps (ground water only).

Not Covered: Sinks, bathtubs, fixtures, exterior hose bibs, filters, sewage ejector pumps, shower-base pans, shower enclosures, tub enclosures, toilet wax ring seals, toilet bowl and tank, caulking, grouting, tile fields, lawn sprinklers, leach beds, root damage, any loss arising out of a condition of chemical or mineral deposits, water residue, rust-out, or insufficient capacity drain, low or high pressure, loss arising from porcelain cracking, chipping, dents or other externally caused physical damages, storage or holding tanks, auxiliary sump pumps. Sewage lines located outside the main foundation of the home and blockages from tree roots and foreign objects.



ROOF

Plans that cover this item: Buyer

Covered: Rolled roofing, asphalt shingles and flashing from water leaks only, and must occur during coverage period for coverage to apply.

Not Covered: Roof mount installations, roof vents, roof vent boots, gutters, drain lines, pre-existing leaks, leaks in any deck or balcony, leaks due to ice damming. Leaks which are caused by, or which result from, any of the following: Damage due to persons walking or standing on the roof, missing and/or broken tiles or shingles, repairs or construction not performed in a workmanlike manner, failure to perform normal roof maintenance, replacement of entire roof, rotten wood, flat and/or hot tar roof, or acts of God such as tornado, hurricane, earthquake, fire, and lightning. Water damage must occur in the roof located over the primary living area, excluding attached garage.

Continued on page 6



SEPTIC

Plans that cover this item: Buyer

Coverage for septic systems begins thirty (30) days from date of closing.

Covered: Septic tank and line from house, baffles, sewage ejector pump and switches.

Not Covered: Drain field, tile fields and leach beds, clean out, insufficient capacity, and blockages from tree roots and foreign objects.



WASHER/DRYER

Plans that cover this item: Buyer

Covered: All parts and components except: Those listed under "Not Covered".

Not Covered: Soap dispensers, filter screens, plastic mini-tub, dials and knobs, lint screen, venting, and damage to clothing.



WATER HEATER

Plans that cover this item: Buyer | Seller

Covered: Electric, gas and tankless. Control thermostat and thermocouple, gas valves, pressure and temperature relief valve, heating elements, drain valve and instant hot water dispensers, dip tubes, blower motor, heat exchanger, burners, igniter, temperature sensor.

Not Covered: Oil hot water tanks, and loss arising as a result of chemical, mineral deposits, sediments, insufficient capacity, water residue or rust-out.



WATER WELL PUMP

Plans that cover this item: Buyer

Must be primary water source.

Coverage begins thirty (30) days after closing.

Covered: Well pumps, valves and regulators.

Not Covered: Pressure tanks, piping or electrical lines leading to or connecting pressure tank and primary dwelling, well casings, holding or storage tanks and re-drilling of well, screens, points, well pump if used for lawn sprinkler system or other like system.

Some coverage is subject to additional limitations as provided in the Terms and Conditions Section of the Real Estate Warranty Service Agreement.

Buyer Preferred Upgrade

CEILING FAN

Must be located in main dwelling.

CENTRAL AIR (ADDS)

Refrigerant recovery, registers and grills, cost for crane to install roof-mounted covered replacement air conditioner unit \$200 maximum.

CENTRAL HEAT (ADDS)

Registers, grills and heat lamps.

CODE VIOLATIONS

When the correction of code violation(s) is required to affect a covered repair or replacement of a heating, plumbing or electrical "Component Part", APHW will pay up to \$250 aggregate to correct the code violation(s). APHW will not simply pay to remove the violation.

KITCHEN APPLIANCES/REFRIGERATORS (ADDS)

Refrigerator control board, refrigerant recovery and recharge, ice maker and ice/beverage dispenser and their respective equipment; built-in dishwasher racks, baskets and rollers; built-in microwave interior lining, glass door, clocks and shelves; oven/range interior lining, clocks, rotisseries, racks, handles, knobs and dials.

SPECIAL ELECTRICAL PACKAGE

Fire/Burglar alarm, lighting fixtures, doorbell, garage door opener (hinges, springs, keypads and remote transmitters).

WATER HEATER (ADDS)

Failure due to chemical, mineral deposits, and sediment build-up.

PLUMBING (ADDS)

Toilets replaced with like quality up to \$200 per occurrence.

Optional Coverages

ADDITIONAL REFRIGERATORS

(INCLUDES FREE STANDING FREEZERS AND WINE COOLERS)

Covered: Compressor.

Not Covered: Cracked or broken thermal shells, any loss or damage of a cosmetic nature such as denting, chipping, the cost of attaining access, keypads, interior lining, door glass, latches, shelves, broken interior, loss due to rust-out and food spoilage, refrigerator control board, ice maker/beverage dispenser and their respective equipment, recovery of refrigerant.

GAS FIREPLACE (PERMANENTLY INSTALLED)

Covered: Gas valve, pilot, thermocouple, wall switch associated with ignition or fan, blower motor.

Not Covered: Remote systems, decorative logs, mechanical hinges, glass, damper, flue or firebox.

INGROUND POOLS/SPAS

Covered: All components and parts of the heating, pumping, and filtration system. A spa, including an exterior whirlpool and hot tub, is also covered along with a swimming pool if the units utilize common equipment. If they do not, coverage is limited to the option selected for either the spa or the pool. PREMIUM/SALT WATER/SPA adds salt water components and cells.

Not Covered: Skimmers, pool sweeps, pool sweep motors, lights, liners, jets, concrete-encased, underground electrical, gas or plumbing lines, cleaning equipment, solar equipment, structural defects, all above ground pools.

SPRINKLER SYSTEM

Covered: Leaks and breaks of PVC lines, timers, bubbler heads, gate valves, solenoids, shut-off valve and other activated controls.

Not Covered: Hydraulic systems; sprinkler heads with problems caused by abnormal wear and tear such as, but not limited to: Pet damage, lawn mower damage, freezing, vehicular damage, damage by roots or soil, improper installations, and adjustments or cleaning and human damage, sprinkler lines below pavement or decorative structures below hard surface.

TERMITE CONTROL

Covered: Spot treatment for existing subterranean termite infestation located in the interior of the home or exterior of the main foundation/perimeter of the home and attached garage.

Not Covered: Decks, fences, and infestation or treatment of any area farther than 24 inches away from the main foundation/perimeter of the home, preventative treatments; any repairs or damages due to subterranean termites.

WATER SOFTENER

Covered: Domestic water softener, brine tank and connecting water lines.

Not Covered: Insufficient or excessive water pressure, color or purity of water, filters, resin beds, salt replacement, rust or corrosion, normal maintenance, purification systems, and all rented/leased water softeners.





Terms & Conditions



IMPORTANT: Please read these terms and conditions carefully. They describe the terms of your coverage and how to obtain service.

PERFORMANCE OF SERVICE

Please read Your coverage carefully. Should You need service, telephone the Customer Service Department at 1.800.648.5006 or visit aphw.com to start a claim online. Service is available 24 hours a day, 7 days a week; You must have telephone approval before having any work done. The Customer Service Department will make every effort to expedite service in emergencies. You will be required to pay a Deductible per trade call, or the actual cost, whichever is less. If any additional repairs have been made during a service call to items not covered by this Agreement, You will be required to pay those expenses.

PAYMENT

Payment is due at closing and is derived from closing costs and must be received within seven (7) business days to ensure coverage.

DEFINITIONS

1. **Agreement, Contract, Service Contract, Home Warranty** means this Agreement which has been purchased from **Us** and which includes the completed **Agreement** on page 2 of this document.
2. **"Company"** means **America's Preferred Home Warranty, Inc. (APHW)**, 5775 Ann Arbor Rd., Jackson, MI 49201, 1.800.648.5006.
3. **"Component Part"** means covered item as listed on the **"What Is Covered?"** page.
4. **Contract Fee** means the amount paid for this **Agreement**, as shown on the **Acceptance/Invoice Page**.
5. **Deductible** means the amount You are required to pay, as shown on pages 2-4, per repair for covered **Breakdowns**.
6. **Breakdown** means a failure of a covered item due to normal wear and tear.
7. **Provider** means the party obligated to perform or arrange to perform services pursuant to the terms of this **Agreement** and is also known as the **Obligor, Extended Service Contract Provider, Service Contract Provider** and **Service Contract Maker**. The **Provider** of this **Agreement** is America's Preferred Home Warranty, Inc., 5775 Ann Arbor Rd., Jackson, MI 49201, 1.800.648.5006.
8. **Acceptance/Invoice Page** (page 2 of this document) means the document which must be attached to and becomes part of this **Agreement**. It lists information regarding **You, Your Covered Property, Plan** selected, and other vital information.
9. **We, Us, Ours** means the **Provider** of this **Agreement**.
10. **You and Your** means the **Agreement** holder as shown on the **Acceptance/Invoice Page** (page 2), or the person to whom this **Agreement** was properly transferred.

CONTRACT COVERAGE

This Contract provides protection, at a reasonable cost, against Breakdown of specific items You have due to normal wear and tear. This Agreement is not intended to shift responsibility for minor repairs or normal maintenance. It does not cover everything. It may not cover the entire cost of repair or replacement of a covered item. A Deductible is required for each APHW-covered repair. Please read the following terms and conditions carefully. They describe the terms of Your coverage and how to obtain service.

THIS CONTRACT COVERS ONLY THOSE ITEMS WHICH ARE:

1. Located in a single-family residence and/or condo.
2. In place, operative and located within the main perimeter of the main foundation of the home, including any attached garage, located at the address shown, on the effective date of this Contract.
3. Not located in rooms or buildings used for commercial or business purposes.
4. Specified as "Covered" in the section of the Agreement titled "What Is Covered?" If a system and/or item is not listed as covered, then it is NOT COVERED.

CUSTOMER SERVICE

1. Telephone service is available 24 hours a day, 7 days a week. No claim forms are used. When service is required, call APHW at 1.800.648.5006 or visit aphw.com to start a claim. After receiving a claim number, You may call the licensed contractor of Your choice.

After Your contractor has diagnosed the situation, You must call one of Our customer service representatives so they can speak to the contractor while they are at Your home to approve the repair and set up payment with the contractor. Please remember, there is no payment or reimbursement without prior approval. In case of furnace failure during periods of freezing temperatures, service will be initiated immediately and will be completed as soon as reasonably possible. If service cannot be initiated immediately due to conditions beyond the control of the Company and the homeowner must leave the home, upon prior authorization by the Company, the Company will pay up to \$75 per night for no more than a three-night hotel stay.

2. A Deductible is required for each APHW-covered repair. If repairs are made to parts of additional systems, a separate Deductible will apply to each system repaired.
3. It is the discretion of the Company to determine whether a covered system or component is to be replaced or repaired. Replacement is based on like kind or better efficiency. For air conditioning or heating equipment, like kind includes equal or a better energy efficiency rating. For air conditioning equipment, this is the SEER rating. When replacement systems of exact dimensions are not available, the Contract benefits apply to installation of like kind equipment, but not for the cost of carpentry or construction to necessitate the different dimensions. The Company is not responsible for upgrades or matching colors or brands and is not limited to brand names. Determination of the operating condition as of the Agreement effective date and the nature of any failure will be made by Us based upon the professional opinion of Our claim staff reflecting, but not limited to, Your licensed contractor's diagnosis.
4. Under this Contract, You choose Your own licensed contractor. You must call APHW first. APHW requires that the contractor diagnose Your problem, and then contact APHW for approval of the proposed work. APHW can recommend a licensed contractor for You if You do not have a licensed contractor in Your area, or if You would rather have APHW recommend the licensed contractor. The contractor must be licensed and bonded where the law requires.
5. If no covered defects are discovered or repaired during a service call, You are responsible for the entire cost of the service call.
6. No additional Deductible will be required where service work fails within 30 days after the service call, except where otherwise noted.

LIMITATIONS OF COVERAGE

- A. Seller. The maximum aggregate liability of the service to the Seller, regardless of the number of claims for repairs or replacement, **for the life of the listing is \$1,000**. Payment by APHW for any claim for repair or replacement for Seller does not affect the amount of coverage for the Buyer.
 1. Seller Preferred Upgrade (must be chosen at time of listing): Includes heating systems (including heat pumps or steam or hot water heating systems). Hot water heat system boiler must have auto boiler feed; steam heat must have low water cut-off valve. Geothermal and/or water source heat pump components and parts located within the foundation of the home or attached garage which cool and/or heat the home. Central air conditioning, refrigerator, built-in dishwasher, free-standing range, built-in oven, cooktop, built-in microwave, garbage disposal. The Company covers multiple systems for heating and air conditioning (hot water, steam and geothermal systems are not covered for multiple systems). EXCEPT: Not Covered: Outside or underground piping and components for geothermal and/or water source heat pumps, well pump and well pump components for geothermal and/or water source heat pumps.
 2. Seller's ListSecure® Program: As part of this APHW Home Warranty Contract, if Seller(s) contracted for coverage when listing the home through a registered APHW broker, and it is fully funded, and not cancelled, after closing, Seller(s) may be eligible to participate in APHW's ListSecure® Program (the "Program"). The Program will be funded by APHW with credits from each fully paid, non-cancelled Home Warranty. Reimbursements shall not exceed funding credits except at APHW's sole discretion. The Program provides a **maximum reimbursement of \$1,000** for post-sale attorney fees incurred by Seller(s) defending a lawsuit by Buyer arising directly out of the transaction for which this Home Warranty was purchased. The Program does not cover settlement payments,

or attorney fees for alternative dispute resolution required by the buy/sell agreement or a local, regional or state Board of REALTORS® or equivalent, which process(es) are a condition precedent to Program eligibility. To be eligible, Seller must also provide APHW a copy of the lawsuit for which reimbursement may be later sought within 21 days of being served with the lawsuit. Eligible Sellers can request reimbursement from the Program for up to 2 years after the date of closing. The Program is not an assignable benefit of the Seller, and is terminable at will by any successor in interest to APHW.

- B. The **maximum aggregate liability** of the Warranty is **\$25,000**.
- C. Commercial-like or ultra-premium appliances or combination appliances: **\$1,000 maximum** (e.g. Viking, Wolf, Dacor, and all commercial-like or ultra-premium appliances).
- D. Buyer (Seller where applicable). The maximum aggregate liability for repairs or replacement, regardless of the number of claims for repairs or replacement, or the number of systems/units:
 1. Heating systems are **\$2,250** (See Item D3 for systems that heat and cool) (**\$1,500** for steam or hot water heating systems): Hot water heat system boiler must have auto boiler feed; steam heat must have low water cut-off valve. **\$1,500** for geothermal and/or water source heat pump components and parts located within the foundation of the home or attached garage which cool and/or heat the home. The Company covers multiple systems for heating and air conditioning (hot water, steam and geothermal systems are not covered for multiple systems). EXCEPT: Not Covered: Outside or underground piping and components for geothermal and/or water source heat pumps, well pump and well pump components for geothermal and/or water source heat pumps.
 2. The air conditioning system is **\$2,250**.
 3. Systems that heat and cool (unless otherwise specified) is **\$2,250**. This includes, but is not limited to: Gas pack and heat pump systems.
 4. Roof leak repair is **\$550; roof vent not covered**.
 5. Concealed plumbing or enclosed wiring (drains, vent piping, leaks and breaks in plumbing or wiring), duct work, **\$500**. This limit includes access, diagnosis, repair or replacement and restoring or resurfacing to a rough finish.
 6. Pool/spa (must be built-in) heater and filtration system is **limited to \$600**. Premium/salt water pool/spa upgrade is **\$1,200**.
 7. Washer and dryer, water well pump (must be primary source of water), and septic is **\$400** (water well and septic coverage begin 30 days after closing).
 8. Water softener is **\$600**.
 9. Humidifier is **\$500**.
 10. The special electrical package is **limited to \$1,000** per Contract. (See "Limitations of Coverage", D19, Special Electrical Package).
 11. Primary Sump Pump is **\$500**. Auxiliary pump(s) not covered.
 12. Water heater is **\$500** (chemical, mineral deposits, and sediments are covered with Buyer Preferred Upgrade only).
 13. Refrigerator is **\$1,000**.
 14. Exterior Water and Sewage Line is **\$1,000**.
 15. Additional Refrigerators is **\$1,000**.
 16. Termite Control is **\$500**.
 17. Sprinkler Systems is **\$250**.
 18. Gas Fireplace is **\$400**.
 19. Buyer Preferred Upgrades: Central heat adds: Registers, grills and heat lamps. Central air adds: Refrigerant recovery, reclaim and disposal, registers and grills. Cost for crane to install roof-mounted covered replacement air conditioner unit **\$200 maximum**. Plumbing adds: Toilets replaced with like quality up to **\$200 per occurrence**. Water heater adds: Sediment build-up. Special Electrical Package includes: Fire/burglar alarm, lighting fixtures, doorbell, garage door opener (hinges, springs, keypads and remote transmitters), ceiling fans. Appliances/Refrigerators adds: Refrigerator control board, refrigerator refrigerant recovery, ice maker and ice/beverage dispenser and their respective equipment; built-in dishwasher racks, baskets and rollers; built-in microwave interior lining, glass door, clocks and shelves; oven/range interior lining, clocks, rotisseries, racks, handles, knobs and dials. Ceiling fan: Must be located in main dwelling. Code violations: When the correction of code violation(s) is required to affect a covered repair or replacement of a heating, plumbing or electrical "Component Part", APHW will cover up to **\$250 aggregate** to correct the code violation(s). APHW will not simply pay to remove the violation. IMPORTANT: If the Buyer Preferred Upgrade has been selected and the property is a multiple family dwelling, the upgrade package must be purchased for each unit; if it is not selected for each unit, any shared systems and/or appliances will not be covered.

LIMITS OF LIABILITY

1. The Company will not reimburse You for services performed without Company authorization. Should You need service, You must call APHW at 1.800.648.5006 or visit aphw.com to start a claim. You should have a claim number from APHW before calling a contractor, and You must call APHW at 1.800.648.5006 before any work is completed. No claims will be honored after the coverage period.
2. The Company will not pay for any additional costs or related expenses which may be required to complete repairs, nor will the Company upgrade equipment or improve due to lack of capacity, previous improper installation, previous repair of or design of appliances, systems and components; or problems occurring because of modifications or alterations to appliances, systems or components, or failure to meet building or zoning code requirements or violations, city, county, state, federal, or any utility regulations or upgrades required by law.
3. Items in common areas or facilities of mobile home parks, condominiums and townhomes are not covered.
4. Company is not responsible for repairs or replacements required as a result of: Missing parts, fire, war, flood, smoke, water damage, lightning, freeze-up, earthquake, theft, storms, accidents, nuclear explosions, reaction, radiation or radioactive contamination, insurrection, extreme or unusual climate conditions, rust-out, corrosion, riots, vandalism, code violations, improper installation, acts of God, pest damage or misuse, structural changes, water failure and/or electrical surges, soil movement or mud, or failure to clean or maintain as instructed by the equipment manufacturer. Nor is the Company responsible for repairs of any cosmetic defects or cost of cleaning of equipment or parts.
5. Company is not liable for consequential or secondary damage from any covered item for property damage or personal injury, nor for service relating to any toxic materials or asbestos.
6. Company has the sole responsibility in determining whether to repair or replace.
7. Company's liability is limited to systems failure due to normal wear and tear. Approval amounts for systems beyond manufacturer's/industry standard life expectancy are at the sole discretion of the Company.
8. Company is not responsible for any computerized or electronic energy management, lighting, or appliance management systems.
9. Company is not responsible for failure to provide reasonable service due to conditions beyond its control; including, but not limited to: Delays in obtaining equipment, parts, or labor difficulties.
10. Items not covered for the home seller or for the first 30 days after the close of sale for the home buyer are: Any improper operation or malfunction due to rust for any system or component, appliance or pools/spas, and collapsed duct work.
11. Company is not responsible for additional charges to install or remove non-related equipment or systems in order to make a covered repair.
12. Vacant or unoccupied homes are covered during the listing period as long as they are maintained and not abandoned.
13. This Contract is non-cancellable, except for non-payment of Contract Fees, Deductibles and/or service call fees, fraud or misrepresentation of facts, material to claims and the issuance of this Contract.
14. Company will not be obligated to service any system or appliance classified by manufacturer 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 Company.
15. The type of service, repair or replacement and/or second opinion, will be at the Company's sole discretion. APHW is not responsible for any costs due to repair, replacement, installation and labor of any covered system or part while under existing manufacturer's warranty or third party service plan/agreement. Any inspections, reports, findings and/or disclosures will be made available to APHW upon request.
16. Anyone doing work on covered items is in no way a representative or agent of Company.
17. Coverage will not be provided if APHW is not notified when a problem is discovered and in all events prior to the expiration of this Contract. All repairs under this Contract must be completed within 30 days of the date Company is first notified or the claim will be permanently closed unless, for good cause shown by the homeowner, Company agrees in writing to permit consideration of the claim at a later time.

GENERAL

1. Any dispute arising under this Agreement shall be submitted for binding arbitration under the auspices of the American Arbitration Association's local office. Each party shall pay for its own representative and shall bear arbitration cost equally. The Arbitrator's Award shall be final and binding and may be enforced by any Court and law.
2. Coverage for Lease Purchase Agreement is available for the Lessee only. This coverage begins upon payment of the Contract Fee and the acceptance of the Agreement by the Company.
3. This Agreement may be renewed at the option of the Company and where permitted by State Law. Prior to renewal, the Company will notify the homeowner of the proposed renewal terms and costs.
4. The Company reserves the right to seek a second opinion for any service call.
5. The Company reserves the right to purchase back the warranty program if the party is not satisfied with the Home Warranty Plan. APHW will return the pro-rated purchase price of this Agreement, less any fees and/or costs incurred for repairs, to the party that purchased this Agreement.
6. This Agreement may be terminated by either party upon written notice to the other for any of the following reasons:
 - a. Misrepresentation concerning any covered item or any other fact related to the Agreement;
 - b. Non-payment of initial or service fees;
 - c. If the listing Agreement for the covered property terminates or expires without sale of the property, or upon mutual agreement of the parties;
 - d. Abuse, threatening or harming, or endangering the safety and/or well-being of any APHW employee.
7. America's Preferred Home Warranty, Inc. is bonded.
8. The Buyers and/or Sellers, by signing this Contract, give authorization to APHW and its affiliates to contact You by phone, mail and/or electronically.
9. If the home is a foreclosure or a repossessed home, there is no coverage for the Seller. Coverage for the Buyer begins 30 days after closing, provided all proper paper work is signed and submitted to APHW.
10. This is not an insurance policy; Our obligations under this Agreement are backed by the Company's Full Faith and Credit.
11. If ownership of the covered premises changes during the Contract term, You must notify APHW at 1.800.648.5006, within 30 days of property transfer, for the Contract to be transferred to the new owner of the covered premises.

MULTIPLE UNITS

1. If this contract is for a duplex, triplex, or fourplex dwelling, all units within such dwelling must be covered by an APHW warranty Agreement for coverage to apply to common systems and appliances (e.g. Triplex = 3 warranty Agreements).
2. If this Contract is for a unit within a multiple unit of 5 or more, then only items contained within the confines of each individual unit are covered. Common systems and appliances are excluded. Listing coverage is not available to seller.
3. Except as otherwise provided in this section, common systems and appliances are not covered.

MANUFACTURED HOMES

1. Manufactured homes must have a permanent address.
2. Manufactured homes over 20 years old have a \$500 limit on heating. There is also a \$500 limit on air conditioning.
3. Manufactured homes during the moving of location from one to another will not be covered from the time of disconnect until 30 days after hook-up (by an approved contractor) to the second location. Notice must be given to the warranty Company of the moving and address change of the home.

PRIVACY POLICY:

Please visit APHW.COM to view our Privacy Policy.

SPECIAL STATE REQUIREMENTS:

Regulation of Home Warranty Agreements may vary widely from state to state. Any provision within this Agreement which conflicts with the laws of the state where the covered home is located shall automatically be considered to be modified in conformity with applicable state laws and regulations as set forth below. The following state specific requirements apply if Your Agreement was purchased in one of the following states and supersede any other provision within Your Agreement terms and conditions to the contrary.

ALABAMA RESIDENTS ONLY:

The venue for any dispute arising under this Agreement by Alabama Contract holders will be interpreted and enforced according to the laws of the State of Alabama.

Cancellations and Refunds

You may cancel this Agreement by informing Us of Your cancellation request within 30 days of the purchase of the Agreement and You will receive a 100% refund of the full Agreement Fee of Your Agreement, provided no claims have been paid. If Your cancellation request is made more than 30 days from the date of purchase, or if a claim has been paid within the first 30 days, You will receive a pro-rata refund of the Contract Fee, minus any paid claims and less an administrative fee not to exceed 10% of the Contract Fee.

If You request cancellation of this Agreement within thirty (30) days of the purchase date of the Agreement and the refund is not paid or credited within forty-five (45) days after return of the Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Agreement. If You cancel this Agreement, the administrative fee shall not exceed the lesser of 10% of the Contract Fee or twenty-five dollars (\$25.00). Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You.

If We cancel this Agreement, We must provide You with a written notice at least 5 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Contract Fee, or a material misstatement by You relating to the covered property or its use. If We cancel this Agreement, You will receive a refund based upon one-hundred percent (100%) of the unearned pro-rata Contract Fee of this Agreement.

Transfer of Coverage/Agreement

If ownership of the covered premises changes during the Contract term, You must notify APHW at 1.800.648.5006, within 30 days of property transfer, for the Contract to be transferred to the new owner of the covered premises.

Use of Non-Original Manufacturer Parts

We will approve the use of non-original manufacturer parts in providing the services We are required to perform under this Agreement.

ARIZONA RESIDENTS ONLY:

Cancellations and Refunds

If Your cancellation request is made more than thirty (30) days from the date of purchase, or if a claim has been paid within the first thirty (30) days, You will receive a pro-rata refund of the Contract Fee, less an administrative fee not to exceed 10% of the pro-rata refund. We may not cancel this Agreement except for fraud, material misrepresentation, or nonpayment by You. Notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. This Agreement will be interpreted and enforced according to the laws of the state of Arizona. In no event will claims be deducted from any refund.

ARKANSAS RESIDENTS ONLY:

Cancellations and Refunds

You may cancel this Agreement by informing Us of Your cancellation request within 30 days of the purchase of the Agreement and You will receive a 100% refund of the full Contract Fee of Your Agreement, provided no claims have been paid. If Your cancellation request is made more than 30 days from the date of purchase, or if a claim has been paid within the first 30 days, You will receive a pro-rata refund of the Contract Fee, minus any paid claims and less an administrative fee not to exceed 10% of the Contract Fee.

If You request cancellation of this Agreement within thirty (30) days of the purchase date of the Agreement and the refund is not paid or credited within forty-five (45) days after return of the Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Agreement.

If We cancel this Agreement, We must provide You with a written notice at least 15 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Contract Fee or a material misrepresentation or substantial breach of duties by You relating to the covered property or its use. If We cancel this Agreement, You will receive a refund based upon one-hundred percent (100%) of the unearned pro-rata Contract Fee of this Agreement.

Transfer of Coverage/Agreement

If ownership of the covered premises changes during the Contract term, You must notify APHW at 1.800.648.5006, within 30 days of property transfer for the Contract to be transferred to the new owner of the covered premises.

Use of Non-Original Manufacturer Parts

We will approve the use of non-original manufacturer parts in providing the services We are required to perform under this Agreement.

COLORADO RESIDENTS ONLY:

This Service Contract may be covered by the provisions of the “Colorado Consumer Protection Act” or the “Unfair Practices Act”, articles 1 and 2 of title 6, C.R.S., and that a party to such a Contract may have the right of civil action under such laws, including obtaining the recourse or penalties specified in such laws.

GEORGIA RESIDENTS ONLY:

This is not a contract of insurance.

This Agreement does not cover consequential damages that result from a covered Breakdown or normal wear and tear.

This Agreement only provides coverage for one-family or two-family residential building structures. This Agreement also does not provide coverage for condominium units if they are within a building structure that houses more than two families.

Our obligations under this Agreement are insured under a Surety Bond issued by Philadelphia Indemnity Insurance Company, 4050 Crums Mill Road, Suite 201 Harrisburg, PA 17112. You are entitled to make a direct claim against this Company if We fail to pay any claim or refund within 60 days after You have filed proof of loss with Us.

Arbitration results will be non-binding relative to Contracts issued to Georgia residents.

Cancellations and Refunds

You may cancel this Agreement by informing Us of Your cancellation request within 30 days of the purchase of the Agreement and You will receive a 100% refund of the full Agreement Fee, provided no claims have been paid. If Your cancellation request is made more than thirty (30) days from the date of purchase, or if a claim has been paid within the first thirty (30) days, You will receive a pro-rata refund, less 10% of the refund amount due. We may not cancel this Agreement except for fraud, material misrepresentation, or nonpayment by You. Notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. If We cancel this Agreement, You will receive a 100% pro-rata refund. In no event will claims be deducted from any refund. This Agreement will be interpreted and enforced according to the laws of the state of Georgia.

ILLINOIS RESIDENTS ONLY:

THIS IS NOT A CONTRACT FOR INSURANCE.

IOWA RESIDENTS ONLY:

The issuer of this Contract is subject to regulation by the insurance division of the department of commerce of the state of Iowa. Complaints which are not settled by the issuer may be sent to the insurance division.

KENTUCKY RESIDENTS ONLY:

This is not an insurance policy; APHW is backed by its Full Faith and Credit. The holder of this Service Contract shall be entitled to make a direct claim against the insurer upon the failure of the maker to pay any claim within 60 days after the claim has been filed with Philadelphia Indemnity Insurance Company, 4050 Crums Mill Road, Suite 201, Harrisburg, PA 17112.

MISSOURI RESIDENTS ONLY:

Obligations of the Provider under this Service Contract are backed only by the Full Faith and Credit of the Provider (issuer) and are not guaranteed under a reimbursement insurance policy.

This Agreement does not cover any pre-existing defects. In order to qualify for coverage, potentially covered items must be fully operational and in satisfactory working condition upon occupancy of the home.

Cancellations and Refunds

You may cancel this Agreement by informing Us of Your cancellation request within 30 days of the purchase of the Agreement and You will receive a 100% refund of the full Agreement Fee of Your Agreement, provided no claims have been paid. If Your cancellation request is made more than 30 days from the date of purchase, or if a claim has been paid within the first 30 days, You will receive a pro-rata refund of the Contract Fee, minus any paid claims and less an administrative fee not to exceed 10% of the Contract Fee.

Use of Non-Original Manufacturer Parts

We will approve the use of non-original manufacturer parts in providing the services We are required to perform under this Agreement.

NEVADA RESIDENTS ONLY:

Cancellations and Refunds

If You are not satisfied with the manner in which We are handling a claim on the Contract, You may contact the Commissioner by calling 888.872.3234. You may cancel this Agreement by returning the Service Contract to Us within 20 days of Your receipt of the Service Contract (the “free-look period”) and You will receive a 100% refund of the full Agreement Fee of Your Agreement, provided no claims have been paid. If Your cancellation request is made after the free-look period, or if a claim has been paid during the free-look period, You will receive a pro-rata refund of the Contract Fee, less a \$25.00 cancellation fee. If You request cancellation of this Agreement within the free-look period and the refund is not paid or credited within 45 days after return of the Agreement to Us, a 10% penalty will be added to the refund for every 30 days the refund is not paid. This provision applies only to the original purchaser of the Agreement. Any such refund may be credited to an outstanding balance of Your account, and the excess, if any, returned to You. The cost of benefits paid or services provided during the current Contract year will be deducted from any refund issued pursuant to the holder's cancellation of this Contract. We may cancel this Agreement if the reason for cancellation is Nonpayment by You of the Contract Fee, or a material misstatement by You relating to the covered property or its use, an act or omission by You, or a violation by You of any condition of the Service Contract, which occurred after the effective date of the Service Contract and which substantially and materially increases the service required under the Service Contract, however, no such cancellation may become effective until at least 15 days after the notice of cancellation is mailed to You. You will receive a pro-rata refund of the Contract Fee.

THERE IS A 30-DAY WAITING PERIOD FOR: WATER WELL, SEPTIC and THE BUYER OF A FORECLOSURE OR A REPOSSESSED HOME. There is no coverage for the seller of a foreclosure or a repossessed home.

NEW JERSEY RESIDENTS ONLY:

You may cancel this Agreement by informing APHW of Your cancellation request within 30 days of the purchase of the Agreement and You will receive a 100% refund of the full Agreement fee, provided no claims have been paid. If Your cancellation request is made more than 30 days from the date of purchase, or if one or more claims has been paid, You will receive a pro-rata refund of the Agreement fee, minus the amounts paid by APHW on claims.

If You request cancellation of this Agreement within 30 days of the purchase date of the Agreement and the refund is not paid or credited within 45 days after cancellation of the Agreement to APHW, a 10% penalty will be added to the refund for every 30 days the refund is not paid.

If APHW cancels this Agreement, APHW must provide You with a written notice at least 5 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for the cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Agreement and/or material misrepresentation or substantial breach of duties by You relating to the covered property or its use. If APHW cancels, You will receive a pro-rata refund of the Agreement based upon the length of the Agreement and the time the Agreement has been in effect as of the date of cancellation.

APHW will approve the use of refurbished, reconditioned, non-original manufacturer parts in performing Our obligations under the Agreement.

Obligations of the Provider under this Service Contract are backed by the Full Faith and Credit of the Provider.

NEW MEXICO RESIDENTS ONLY:

Cancellations and Refunds

You may cancel this Agreement by informing Us of Your cancellation request within 30 days of the purchase of the Agreement and You will receive a 100% refund of the full Contract Fee of Your Agreement, provided no claims have been paid. If Your cancellation request is made more than 30 days from the date of purchase, or if a claim has been paid within the first 30 days, You will receive a pro-rata refund of the Contract Fee, minus any paid claims and less an administrative fee not to exceed 10% of the Contract Fee.

If You request cancellation of this Agreement within thirty (30) days of the purchase date of the Agreement and the refund is not paid or credited within sixty (60) days after return of the Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Agreement.

If We cancel this Agreement, We must provide You with a written notice at least 15 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Contract Fee or a material misrepresentation or substantial breach of duties by You relating to the covered property or its use.

OHIO RESIDENTS ONLY:

This Contract is non-cancellable by buyer or person entitled to benefits under this Contract.

SOUTH CAROLINA RESIDENTS ONLY:

This is not a contract of insurance.

You may cancel this Agreement by informing Us of Your cancellation request within 30 days of the purchase of the Agreement and You will receive a 100% refund of the full Contract Fee of Your Agreement, provided no claims have been paid. If Your cancellation request is made more than 30 days from the date of purchase, or if a claim has been paid within the first 30 days, You will receive a pro-rata refund of the Contract Fee, minus any paid claims.

If You request cancellation of this Agreement within thirty (30) days of the purchase date of the Agreement and the refund is not paid or credited within forty-five (45) days after return of the Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Agreement.

If We cancel this Agreement, We must provide You with a written notice at least 15 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Contract Fee or a material misrepresentation or substantial breach of duties by You relating to the covered property or its use. If We cancel this Agreement, You will receive a refund based upon one-hundred percent (100%) of the unearned pro-rata Contract Fee of this Agreement.

If You have any questions regarding this Contract, or a complaint against the Provider, You may contact the South Carolina Department of Insurance, 1201 Main St. Ste. 1000, Columbia, SC 29201 or Post Office Box 100105, Columbia, SC 29202-3105, or 800.768.3467.

Transfer of Coverage/Agreement

If ownership of the covered premises changes during the Contract term, You must notify APHW at 1.800.648.5006, within 30 days of property transfer for the Contract to be transferred to the new owner of the covered premises.

Use of Non-Original Manufacturer Parts

We will approve the use of non-original manufacturer parts in providing the services We are required to perform under this Agreement.

TEXAS RESIDENTS ONLY:

Any place in the Contract where the term "deductible" appears, Texas Residents should read this as a "Plan Fee". The Plan Fee varies in amount, as shown on pages 2-4, depending on the Plan You selected when You purchased the Warranty, and is the amount You are responsible to pay per repair for covered Breakdowns.

NOTICE: YOU THE BUYER HAVE OTHER RIGHTS AND REMEDIES UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, WHICH ARE IN ADDITION TO ANY REMEDY WHICH MAY BE AVAILABLE UNDER THIS CONTRACT.

FOR MORE INFORMATION CONCERNING YOUR RIGHTS, CONTACT THE CONSUMER PROTECTION DIVISION OF THE ATTORNEY GENERAL'S OFFICE, YOUR LOCAL DISTRICT OR COUNTY ATTORNEY OR THE ATTORNEY OF YOUR CHOICE.

This Contract is issued by a Residential Service Company licensed by the Texas Real Estate Commission. Complaints about this Contract or Company may be directed to the Texas Real Estate Commission at P.O. Box 12188, Austin, TX 78711-2188, 512.936.3049. The purchase of a residential service contract, or home warranty contract, is optional, and similar coverage may be purchased from other residential service companies or insurance companies authorized to conduct business in Texas.

UTAH RESIDENTS ONLY:

This Service Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Contract is not guaranteed by the Property and Casualty Guaranty Association.

LISTSECURE® IS NOT AVAILABLE IN UTAH.

Page 9, GENERAL, Item 6 is deleted and replaced with; Grounds for cancellation include material misrepresentation, substantial change in risk, and substantial breaches of contractual duties. Notice of cancellation is effective no sooner than 30 days after the delivery or first-class mailing of a written notice to You. Cancellation for nonpayment is effective no sooner than 10 days after delivery or first-class mailing of the notice.

Items with pre-existing conditions are excluded from coverage; all items on which a claim may be made must be properly installed and fully operational on the effective date of this Service Contract.

WASHINGTON RESIDENTS ONLY:

This Contract is inapplicable to and does not provide services for items that are prohibited or excluded by Washington law.

WISCONSIN RESIDENTS ONLY:

Cancellations and Refunds

This Agreement may be cancelled by the Provider only for nonpayment of the Provider fee, material misrepresentation by the Contract holder to the Provider or administrator, or substantial breach of duties by the Service Contract holder relating to the covered product or its use. In the event of a total loss of property covered by this Agreement that is not covered by a replacement of the property pursuant to the terms of this Agreement, You are entitled to cancel this Agreement without a cancellation fee, less any claims paid.

You may cancel this Agreement by informing Us of Your cancellation request within 30 days of the purchase of the Agreement and You will receive a 100% refund of the full Agreement Fee of Your Agreement, provided no claims have been paid. If Your cancellation request is made more than 30 days from the date of purchase, or if a claim has been paid within the first 30 days, You will receive a pro-rata refund of the Contract Fee, minus any paid claims and less an administrative fee not to exceed 10% of the Contract Fee.

If You request cancellation of this Agreement within thirty (30) days of the purchase date of the Agreement and the refund is not paid or credited within forty-five (45) days after return of the Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Agreement. If You cancel this Agreement, the administrative fee shall not exceed the lesser of 10% of the Contract Fee or twenty-five dollars (\$25.00). Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You.

If We cancel this Agreement, We must provide You with a written notice at least 5 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Contract Fee, or a material misstatement by You relating to the covered property or its use. If We cancel this Agreement, You will receive a refund based upon one-hundred percent (100%) of the unearned pro-rata Contract Fee of this Agreement.

THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

WYOMING RESIDENTS ONLY:

Holding a Service Contract covering a home in Wyoming:

Cancellations and Refunds

The following terms, restrictions or conditions shall govern cancellation of this Service Contract prior to the termination or expiration date of the Service Contract by either the Provider or by the Service Contract holder. APHW shall mail a written notice to the Service Contract holder at the last known address of the Service Contract holder contained in the records of the provider at least ten (10) days prior to cancellation by the Provider. Prior notice is not required if the reason for cancellation is nonpayment of the Provider fee, a material misrepresentation by the Service Contract holder to APHW or a substantial breach of duties by the Service Contract holder relating to the covered product or its use.

The original Service Contract holder may return the Service Contract within twenty (20) days of the date the Service Contract was mailed to the Service Contract holder or within ten (10) days of delivery if the Service Contract is delivered to the Service Contract holder at the time of sale or within a longer time period permitted under the Service Contract. Upon return of the Service Contract to APHW within the applicable time period, if no claim has been made under the Service Contract prior to its return to APHW, the Service Contract is void and APHW shall refund to the Service Contract holder, or credit the account of the Service Contract holder, with the full purchase price of the Service Contract. The right to void the Service Contract provided in this subsection is not transferable and shall apply only to the original Service Contract purchaser, and only if no claim has been made prior to its return to APHW. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Service Contract to APHW.

The Contract holder may terminate the Contract for any reason.

Arbitration

The arbitration clause in the main body of this service contract does not apply. In the event of any disagreement, the parties may agree to arbitration in a separate written agreement.

Real Estate Home Warranty Agreement Information

Seller's coverage for the listing period starts the date the application is received and accepted by APHW and continues until closing or until the listing is cancelled, whichever occurs first.

Buyer's coverage begins at the close of sale and continues for one (1) year from that date (or two (2) years if the 2-year plan is chosen), provided payment has been received by APHW within seven (7) business days after close of sale in order for coverage to be in force. **See terms, conditions, and limitations within this Agreement, located on pages 7-11 of this Contract.**

The charges shown for principal dwelling and additional dwellings include the full amount of all fees, if any, payable to the real estate Broker and its agents for administering, processing and advertising.

This Agreement does not cover any pre-existing defects. In order to qualify for coverage, potentially covered items must be fully operational and in satisfactory working condition upon occupancy of the home.

Seller acknowledges by signature and/or payment, that he or she has read, understands and accepts this Real Estate Home Warranty Agreement, including all Service Agreement Terms & Conditions on pages 7-11 and that the obligation of APHW to perform hereunder is conditional upon the truth and accuracy of statements made in these declarations and upon full performance of this Agreement by the Seller. The seller further acknowledges that any known pre-existing defects have been declared and that all systems for which coverage is provided are fully functional and in good and satisfactory operating condition and will be in good operating condition on the transfer date of coverage to the Buyer and upon occupancy of the home and is obligated to pay the cost of this Home Warranty protection at closing. **Seller Preferred Upgrade fee is due at closing. Seller understands and agrees that APHW reserves the right to request payment of the Seller Preferred Upgrade if service has been performed on an upgraded system or appliance in the event of listing expiration or cancellation of coverage.**

Buyer acknowledges by signature and/or payment, that he or she has read, understands and accepts this Real Estate Home Warranty Agreement, including all Service Agreement Terms and Conditions on pages 7-11 and the obligation of this Agreement by the Seller and Buyer that all systems are in good and satisfactory operating condition on the transfer date of coverage to the Buyer and upon occupancy of the home.



Start A Claim

24/7/365 Person-to-Person Claims Service



We must receive your contractor's diagnosis of the item failure and provide you with telephone approval before having any work done. Reimbursement for services will not be made without prior approval.

1. Start Your Claim

First, make sure the item is covered by your plan.

If the item is listed as covered, you may start your claim.

Online: APHW.COM

Click the **Start A Claim** button at the top of the page. Then follow the instructions to start your claim online and obtain a claim number.

Phone: 1.800.648.5006

An APHW customer service representative will take your information, assign you a claim number, and review instructions to complete your claim.

2. Schedule

Once you receive a claim number, you may then call and schedule a local licensed contractor of your choice. Once your contractor arrives, they must first diagnose your problem.

Important: Before the contractor does any work, have the contractor call APHW with the diagnosis.

An APHW customer service representative will speak with you and your contractor to determine the approved dollar amount covered by your warranty. Your contractor may then make the necessary repairs.

3. Payment

Your APHW customer service representative will make sure that arrangements for payments are made. You will be required to pay the contractor a deductible for each trade call, or the actual cost; whichever is less.

An APHW customer service representative will follow up with you after the repairs are made to make sure you are completely satisfied with the work that was done.

