

REAL ESTATE ANNUAL CONTRACT AGREEMENT TERMS AND CONDITIONS – 1-24-2019

FOR FULL TERMS AND CONDITIONS VISIT
WWW.ECMSERVICE.COM REAL ESTATE CONTRACT

COVERAGE TERMS AND CONDITIONS

EAST COAST MECHANICAL, INC: Hereafter referred to as ECM. Covered equipment must be listed on the front of this contract agreement. Contract covers parts and labor for repairs necessitated by a mechanical failure due to normal wear and tear only and in accordance with the terms, conditions and limitations of this contract. If in our opinion, the repair cost exceeds the current value of the product being repaired, the equipment may be deemed unrepairable and condemned by ECM. Covers equipment and products located on interior of main home only, garage and guest house are optional.

SERVICE REQUEST: Office hours are Monday thru Saturday 8am to 5pm. Service will rendered Monday thru Saturday from 8am to 5pm.

- a.) Service rendered Monday thru Saturday from 8am to 5pm.
- b.) Service provided same day or next day in most cases.
- c.) ECM will not provide service until all past due Trade Service Call Fees and Plan Fees are paid in full.
- d.) Emergency service request are defined as and limited to uncontrollable water leaks and service is provided during normal working hours of operation.
- e.) If you request a second opinion, you will be responsible for the payment of an additional Trade Service Call Fee only if the outcome of the second opinion is the same as the same as the initial condition.
- f.) You are required to pay a \$60 Trade Service Call Fee for each trade service request you submit to ECM.
- g.) If a particular product repair fails for the same exact issue within 30 of the original repair, ECM will repair the covered failure and you will not be charged an Additional Trade Service Call Fee

GRACE PERIOD: This contract does not have a grace period. No services or work in progress beyond the expiration date will be scheduled or performed. The rate charged for this contract is not subject to regulation by the state of Florida.

REALTOR EXCLUSIVE HOME WARRANTY PLAN: Seller Coverage Option: Regardless of which plan is chosen during a real-estate transaction, the Home Seller can add the seller coverage option for up to a 6 month term (renewable at ECM's discretion) while the home is listed on the market through an approved real estate agency. Covers: repairs due to Insufficient maintenance, corrosion, sediment, or improper installations or repairs, recapture reclaim and dispose of refrigerant,

removal of defective equipment when replaced by ECM.

SELLER COVERAGE OPTION:

- a.) Seller Systems Protection Plan Coverage option may be taken in addition to the package you have chosen to offer the buyer.
- b.) You will get valuable budget protection for many of your most critical home systems while your home is on the market.
- c.) Note subject to a \$2,000 cap for all trades during listing period.
- d.) Seller coverage option renewable upon review after 6 month period. Renewal at ECM's discretion for up to 18 months.

PRE-EXISTING CONDITIONS: Pre-Existing Conditions are defects or mechanical failures that could have been detected by visual inspection and/or simple mechanical test. A visual inspection of the covered item verifies that it appears structurally intact and without damage or missing parts that would indicate interoperability. A simple mechanical test is defined as turning the product on and running through a partial or complete cycle for which the product was designed to perform. While turned on, the product should operate without causing damage, irregular sounds, smoke, or other abnormal outcomes. Any conditions in first 30 days considered to be pre-existing conditions by ECM are excluded from this contract, including any new coverage added at renewal of contract.

CENTRAL AIR CONDITIONING & HEATING up to 5 ton capacity:

(Air Handler & Condenser electric type only) Covers: Compressor, evaporator coil, standard thermostat and humidistat, standard fan motors, relays, contactors, run capacitors, unlimited Freon 410-A, fan blades, transformer, blower wheel, electric heater. NOT COVERED: Freon R-22 not covered and sold to contract holder at 50% discount, Freon R-22 substitutes, (Mini split or water cooled air conditioners unless listed on front of agreement), coils, heat exchangers hoses, and water valves to water cooled air conditioners, dampers, filters, aluminum coils, condenser coils, drain pans, ductwork, programmable thermostats, heat recovery, disconnect boxes, isolation Freon leak test, condensate lines, leaks, pumps and float switches, telephone modem, Wi-Fi- components, accessories, electronic air cleaners, dual compressors, electronic motors, variable speed motors, variable speed compressors, inverter control compressors, inverter electronic components, U/V lights, cabinets, reversing valves, hard start kits, sweating air handlers.

FREON / REFRIGERANT: ECM will supply unlimited R410-a Freon on covered equipment at no cost. Freon R-22 is not covered and sold to contract holders at a 50% discount below prevailing rates.

AIR CONDITIONING REPLACEMENT LIMIT: There is up to a \$2,000 maximum allowance replacement limit on a covered Air Conditioning system, consisting of a condenser and air handler. Should ECM condemn the condenser or the air handler the customer shall be required to pay the full retail value of the other piece of equipment plus all installation

costs and permitting fees required by ECM to install the entire system. The maximum replacement allowance limit of \$1,000 for the handler or \$1,000 for the condenser will be issued towards a new air conditioning system purchased through ECM and installed by ECM only. If customer fails to or refuses to pay ECM the cost of replacing the system minus the allowance credit for said piece of equipment, then by all rights ECM is relieved of and is not required to repair or replace the condemned unit or system. Replacement excludes wall air conditioners, water cooled air conditioners, package units and replacement due to R-22 obsolescence. ECM will pay up to a combined maximum of \$2,000 per contract term for replacement minus any costs incurred by ECM for access, diagnosis and repairs.

EQUIPMENT MAINTENANCE IS NOT COVERED: including a/c condensate drain lines, condensate drain line leaks or blockages, dirty coils, dirty drain pans, coil cleaning, and any equipment malfunction related to lack of maintenance. ECM reserves the right to refuse to clean a dirty evaporator coil due to age and condition. Customer shall provide annual maintenance on all covered equipment, including flushing a/c condensate drain line semiannually and customer shall assume 100% full liability for any water damage related to an a/c condensate drain line leak.

A/C TUNE-UP (optional coverage): Customer is responsible for scheduling pre-paid tune-up no later than 30 days prior to expiration of contract. No extensions and (no refund). Limited availability in summer months. Per the terms of this contract agreement ECM will pay up to a combined total of (\$1,000) per Covered Item malfunction for access, diagnosis, and repair/replacement of any covered Appliance.

REFRIGERATOR: Covers all mechanical components and parts including electronic boards. Food spoilage due to ECM's neglect is limited to \$100 per contract year. Not Covered: Non repairable ice buckets, water filter, filter housing, filter connections, filter lines, all plastic water lines, auger, auger motor, variable speed inverter compressors, divider block, freezer door slide rails, garage refrigerator compressors, fire.

OVEN/RANGE: Covers all mechanical components and parts including electronic boards. Not Covered: Induction oven/range, glass, clocks, glass embedded electronics, warming drawers, range hoods, oven gaskets, fire.

MICROWAVE: Covers all mechanical components and parts including electronic boards. Not covered for repair and/or replacement, Doors, door embedded electronics, arcing in cavity, burned or damaged wave guide, glass, fire,

DISHWASHER: Covers all mechanical components and parts including electronic boards. Not Covered: Single or double drawer dishwashers, water wall dishwashers, tubs, rusted tubs, plastic tubs, racks, rollers, spray arm, plastic parts, optic sensors, fire.

GARBAGE DISPOSAL (up to 1/2 HP): Covered all components and standard wall switches. Not Covered: Abuse, foreign objects jamming mechanism such as forks, etc., batch feed or stainless steel disposals.

WASHER AND DRYER: Covers all mechanical components and parts including electronic boards. Not Covered: Steam appliances, dry cleaning centers, tubs, drums, agitators, lint screen, vent cleaning, lids, hoses, counter weights.

GARAGE DOOR OPENER: Covers door opener & motor assembly up to \$300 if non-repairable and includes installation up to a combined limit of \$750. Not Covered: Remote transmitter, door or door track assemblies, springs, Hinges, and exterior key pads.

GARAGE PLUMBING & ELECTRIC (optional coverage): Covers GFI outlets, light switches, receptacles, fluorescent light fixtures and mop sink.

CENTRAL VACUUM SYSTEM: Covers all mechanical parts: Not Covered: Hoses, wall connectors, wall hose outlets, piping and wiring inside walls.

SMOKE DETECTORS: Covered for diagnosis repair/replacement up to a combined max of \$250 per contract term. Not Covered: Changing batteries or when part of an integrated alarm system or a part of any home electronics and/or smart home system, non-accessible detectors higher than 12' feet from floor.

DOOR BELL: Covered for diagnosis, repair and replacement up to a combined max of \$150 per contract term. Covers: Door bell and door chime to standard equipment. Not Covered: Upgraded camera equipment, electronic equipment, wiring inside walls, or when part of the intercom, security or smart home system

CEILING FANS: Covers all mechanical parts. Not Covered: Fan blades, off balance blades, remote control devices, specialty multi-speed wall control switches, non-accessible fans higher than 12' feet from floor or installation of new fans. Replacement covered up to \$75 max.

POOL HEAT PUMPS electric type only: Covered parts are limited to a maximum of \$300 per incident. Covers: compressor, fan motor, fan blade, capacitors, relays and contactors. Not Covered: Freon R-22, coil, heat exchanger, water pressure switch, piping, remote controls, and programmable electronic control systems. Not covered for replacement or unlimited parts coverage.

POOL PUMP OR SPA PUMP: Covered for diagnosis repair and replacement up to a combined max of \$750 per contract term. Covers: motor and pump assembly, time clock, pressure switch and electrical up to exterior disconnect box. Not Covered: Portable or above ground pools or spas, access to equipment, control panel, electronic controls, remote systems, pvc piping, filters, water control devices, above or underground piping, cable or electrical lines leading to or from the well pump, including those that are located within the well casing, holding tanks or pressure tanks, check valve, booster pumps.

SPRINKLER & WELL PUMPS: Covered for diagnosis, repair and replacement up to a combined max of \$750 per contract term. Covers: motor and pump assembly, time clock, pressure switch and electrical

up to exterior disconnect box. Not Covered: Control panel, electronic controls, remote systems, pvc piping, filters, water control devices, above or underground piping, cable or electrical lines leading to or from the well pump, including those that are located within the well casing, well casings, holding tanks or pressure tanks, pressure switches, check valve, booster pumps and redrilling of wells..

APPLIANCE NOT COVERED: Commercial grade appliances, foreign appliances or portable appliances, communicating appliances, plastic parts, shelves, shelf supports, knobs, glass, cabinets, doors, door liners, door panels, handles, door slide rails, trim, light bulbs, LED lights, meat probe assemblies, rotisseries, wave touch appliances, cameras, Wi-Fi enabled devices, TV.

REPLACEMENT COVERAGE: ECM is solely responsible to determine when equipment is non-repairable. Its determination is final and binding. If you have replacement coverage it is indicated by an (R) next to the specific equipment covered on the face of this contract. Replacement of a covered product will be made only if the product suffers 100% total (not partial) functional mechanical failure and is deemed unrepairable and condemned by ECM only. At which time, ECM will offer you cash in lieu of repair or replacement services for a basic standard replacement product only. This offered amount is based on what ECM would expect to pay (which is substantially less than retail) for covered equipment less the incurred cost of ECM's diagnosis and repair services rendered on said product. Cash value for all equipment will be determined by ECM only and shall not exceed listed replacement limit. There is a 30 day waiting period from initial date of coverage for replacement of parts and a 90 day waiting period for replacement of equipment coverage to go into effect. All parts or equipment replaced become the sole property of ECM. Prior to the issuance of any replacement monetary allowance the annual contract amount must be paid in full.

ECM's CASH PAYMENT POLICIES AND PROCEDURES: In instances where the combined cost of diagnosis and repair is estimated to exceed the current value of the product ECM may in lieu of the repair offer you a specified Buyout amount equal to the repair cost to ECM (which is substantially less than retail). ECM is not obligated to extend such an offer and you are not obligated to take such an offer. Should you decline the Buyout offer; repairs will be completed as per the terms and conditions of this contract agreement.

APPLIANCE REPLACEMENT- COVERAGE LIMITS: (optional coverage with higher replacement limits available) There is up to a \$500 replacement limit on a covered refrigerator and stack washer/ dryer combos. Up to \$400 replacement limit on a covered washer, dryer and dishwasher. Up to \$200 replacement limit on a covered microwave and Garbage disposal replacement up to ½ hp. Freon 12 is an obsolete refrigerant and any sealed system problems or modifications are not covered. Freon 12 equipment condemned by ECM shall be limited to a maximum replacement limit of \$200. Receipt of new equipment purchased required, used equipment does not qualify.

APPLIANCE REPLACEMENT EXCLUSION: All stack and one piece washer/dryers, communicating appliances, front-end loaders, portable

appliances, dry-cleaning centers, oven/microwave combos, oven/range/microwave combos, double oven built in, and all custom built-in appliances. Appliance replacement due to cabinets, cabinet parts, lids, doors, door liners, plastic parts, oven liners, refrigerator divider blocks, non-repairable icemakers and/or non-repairable ice and water dispenser, tubs, rusted tubs, plastic tubs, drums, rubber and wave-touch appliances. Glass and glass embedded electronics. ECM is not responsible for repairs or replacement of a product where the required part color is not available.

ELECTRIC WATER HEATER up to 50 gal. standard full size models only) Covers: Thermostats, elements, and temperature/pressure valve. NOT COVERED: Damage from fire, dip tubes, smells, time clocks, drain pans, gate valves, heat recovery, recirculation pumps, tankless water heaters, thermal expansion tanks, storage tanks, noise, solar systems, or adjusting temperature control and hard wiring.

GAS EQUIPMENT & GAS WATER HEATERS up to 50 gal. (Power vent heaters excluded) Covers: Thermocouple, gas control valve, burner assemblies. NOT COVERED: Combustion chamber and vent piping. All terms, conditions and limitations from electric water heater apply. All gas parts are covered up to a total combined maximum of \$100 max.

WATER HEATER REPLACEMENT COVERAGE: (50 gallon max. standard residential size - electric or gas). ECM will supply you with a replacement water heater only if existing water heater ruptures. There is a \$500 allowance replacement limit on a covered water heater after 30 day probationary period and water heater is purchased through ECM and installed by ECM only. There is a maximum replacement reimbursement limit of \$250 if customer refuses to use ECM for the installation. Homeowner shall pay all additional costs including permits, code requirements and electrical upgrades. Homeowner shall assume all responsibility for replacement of water heater prior to rupture and shall hold ECM harmless from any and all liabilities and/or damages incurred by homeowner. NOT COVERED: Tankless or hybrid water heaters, attic installations, above ground installations and water heaters that do not fit in the same location due to size.

PLUMBING (3 bath max) Must include all bathrooms and kitchens. COVERED: Clearing/snaking of accessible sink, bathtub, fixture traps and shower stoppages behind walls and below the floor up to 10ft. from fixture. Toilet stoppages are limited up to a max of 5ft. Repair of standard two-piece toilets, toilet handles, flappers, ballcocks, flush valve, gaskets, tank bolts, wax seal,(one piece toilets parts covered up to \$50 max), standard faucet aerators, cartridges, washers, kitchen basket strainer, angle stops when leaking. Repair of visible and accessible plumbing leaks inside walls on copper pipes up to 1" inch in diameter. NOT COVERED: Removal, replacement or installation of plumbing fixtures, toilets, sinks, faucets, handles, spouts, tub diverter, shower and tub drain, waste and overflow, shower valves, sink and tub stoppers, gate valves, main valves, sprayers, turbo flush toilets, (water filters, lines and connections) plastic water lines, knobs, piping, toilet flanges, (foreign, upgraded or designer faucets and shower systems), bidets, solar systems, flow restrictions, PVC, CPVC and polybutylene pipes, pumps, saunas, steam rooms, roman tubs, roman tub faucets, and jacuzzis. Installation of mobile home water

heaters. This contract does not cover repair, exploration or discovery of undetermined water leaks or any damages related to water leaks. Plumbing below the floor or above the ceiling on multi-unit dwellings.

SEWER ROOTER SERVICE: (optional coverage) Covered for diagnosis and repair up to a combined max of \$1,000 per contract term (single family homes only) Covers: Main line lateral sewer stoppages located under the foundation of the home that can be cleared by snaking through an accessible ground level cleanout or P-traps up to 75" feet from access point. NOT COVERED: Cost to locate or access cleanouts not found, or to install cleanouts, replacement of collapsed or broken pipes, camera inspections, excavation or jetting. Access through roof vents, stoppages caused by vent blockages or sewer line blockages outside the homes foundation, foreign objects, or roots even if within the homes main foundation.

WATER SERVICE LINE FROM HOME TO METER: (Optional coverage) Available for single family homes only. Covered for diagnosis, repair and pipe replacement up to a combined max of \$1,500 per contract term) Repair and/or replacement of leaking exterior main water service line, for which you have sole responsibility, from your property boundary to the water meter that is damaged due to normal wear and tear. Not to exceed 50' feet. Not Covered: Repair of any service line those branches off the main line, damage from accidents or negligence.

FAUCET REPLACEMENT: (optional coverage) Covered: ECM is solely responsible to determine when equipment is non-repairable. Replacement of a covered faucet will be made only if the product suffers 100% total (not partial) functional mechanical failure due to normal wear and tear. Not an abused faucet or a functional but dripping faucet. Product must be deemed unrepairable and condemned by ECM only due to normal wear and tear. At which time, ECM will supply and install a standard similar replacement faucet up to \$250 which ECM carries in stock. ECM is not responsible for matching brands, styles or colors. ECM will not install any customer supplied fixtures. You may purchase an upgraded faucet from ECM only..

TOILET AND/OR FAUCET REPLACEMENT LIMITS: (optional coverage) Covered: ECM is solely responsible to determine when equipment is non-repairable. Replacement of a covered product will be made only if the product suffers 100% total (not partial) functional mechanical failure. Not cracked, broken, or abused toilets. Product must be deemed unrepairable and condemned by ECM only due to normal wear and tear. At which time, ECM will supply and install a standard similar replacement two piece toilet up to \$350 which ECM carries in stock. ECM is not responsible for matching brands, styles or colors. ECM will not install any customer supplied fixtures. You may purchase an upgraded toilet such as a TOTO toilet from ECM only. Toilets will not be replaced for continuous clogging of toilet caused by medical conditions and not related to a mechanical malfunction.

MINOR ELECTRICAL COVERS: Standard dimmer switches, wall switches, outlets and standard circuit breakers up to (60 AMP) located in interior of dwelling. Ballast to standard 4', 6', 8' fluorescent light fixtures located in kitchen and bathroom ceiling only. NOT COVERED: Electrical system

diagnostics and/or trouble shooting or electrical wiring, main circuit breaker, buss bars, electrical panel, quad breakers, light bulbs, LED lights, installation of light bulbs, light fixtures, exhaust fans, GFI breakers, and computerized management systems.

PARTS COVERAGE & PARTS LIMITS: Extends the existing parts limits on normally covered parts only. Covers one of each product type only. Following are excluded from this coverage - Burners and magnetron tubes covered up to \$50. Gaskets covered up to \$25

AIR CONDITIONING EXTENDED PARTS COVERAGE: (optional coverage) All Covered parts are limited up to a combined maximum of \$200 per incident unless A/C Extended Parts coverage is purchased and listed on the face of this contract which extends the limits to \$750

APPLIANCE & PLUMBING EXTENDED PARTS COVERAGE: (optional coverage) All Covered parts are limited up to a combined maximum of \$100 per incident unless Appliance & Plumbing Extended Parts coverage is purchased and listed on the face of this contract which extends the limits to \$500. Premier appliances are covered up to a combined maximum of \$100 and are excluded from Extended Parts Coverage.

COVERAGE EXCLUSIONS: Foreign products, commercial equipment, products with no name brand recognition and/or without model and serial identification numbers or with no parts availability through normal ECM vendors and/or supply houses such as Home Depot brand products is not covered. All equipment accessories, negligence, abuse, misuse, maintenance, improper operation or installation, product sounds and odors. This contract will be voided if: equipment is moved from its original location or if equipment is moved or repaired by another company or if evaporator coil is cleaned by another service company. ECM will not pay for work done by other service companies. ECM reserves the right to rebuild and/ or install quality remanufactured parts. ECM shall not be held liable for loss or damage, consequential to or directly arising from the operation of or failure of the apparatus or its controls including failure to provide timely service due to conditions beyond its control, including but not limited to delays in obtaining parts or labor difficulties, repairs occasioned by the enforcement of existing or future codes or violations. This contract does not cover labor for repairs or installation of non-covered parts.

NO PRODUCT WILL BE SERVICED, REPAIRED OR REPLACED: Due to any product or parts failure related to or caused by fire or (pest, rodent, insect damage such as failure of electronic components), refrigeration system contamination caused by water intrusion in sealed system, (damaged, rusted or missing cabinets), accident, abuse, misuse, vandalism, power surges, flood, windstorm, acts of God or because the product runs inefficiently. Air conditioning condenser coils are not covered for repair or replacement. and/or replacement due to delays, appearance, odors, breakage of plastic, breakage of glass, glass embedded electronics, liners or racks, non-accessible repairs are not covered such as broken wiring, burned wiring, burned wiring harness or leaking Freon lines located inside appliance cabinet walls and not accessible, Obsolete parts are not covered unless obsolete parts coverage is listed on face of contract. Obsolete Replacement value is limited to a maximum of (\$200)

RUST AND CORROSION EXCLUSIONS: Any replacement and/or repairs, parts, components, or failure of any equipment related to or caused by Pre-Existing rust and/or corrosion in the first year of contract is not covered and will be excluded from present and future repair and/or replacement. Any product or part damaged or rusted due to water leaks and/or water intrusion is not covered.

PROCESSING FEES: Customer agrees to pay for code upgrades, modifications, permits, permit processing fees, refundable inspection fees, warranty processing fees, handling fees, installation fees, shipping fees, (pick-up & delivery fees) and shop repair fees required by ECM.

TRANSFER: No transfer of contract or equipment to or from another location is permitted, such action will void contract. Only a contract paid in full may be transferred/assigned pending approval from ECM (required in writing) pending approval from ECM. Contract holder shall submit a copy of the HUD statement and a signed letter requesting the transfer. Failure to do so will void contract.

WINDSTORM: This contract does not cover any product damage, replacement or product failures related to or caused by windstorm damage or power surges. ECM at its sole discretion will make the determination as to what is not covered due to windstorm damage. Any equipment failure, such as electrical components, motors, compressors, thermostats, or circuit boards that fail, are damaged or are weakened due to wind, rain, power surges or any condition ECM deems is related to wind storm damage for a period of thirty days after the storm, will be repaired or replaced by owner at owner's expense.

The following exclusions and any labor, material, work, handling or installations in addition to that specified in this contract will be furnished only on customer's authorization and will be paid for by the customer as extras outside the service contract.

LINES, PIPES AND WIRING: This contract excludes all types of wiring, lines and pipes including, plumbing, refrigeration, electrical, gas, low voltage wire, water lines, PVC pipes, a/c condensate drain lines, drain lines outside the home or beyond the equipment, or common area lines or lines and pipes not accessible, such as within walls, under floors or above ceilings. Freon lines or Freon leaks in copper pipes such as filter driers and beyond the equipment are not covered.

MODIFICATIONS, DEFECTS OR RECALLS: Recommended by the manufacturer or otherwise for equipment already in service, including any repairs, parts, or replacement is not covered including modification repair kits, accessories, firmware updates or defects such as faulty refrigerator doors and/or ice and water dispensers not sealing properly is not covered. Including defects such as burned wiring and harness or broken wires and/or leaking Freon lines inside appliance walls and not accessible are not covered for repairs and/or replacement.

MANUFACTURER'S WARRANTY: The manufacturer must perform

all necessary warranty repairs and the customer shall be responsible for all related cost such as service, labor, installation, shipping, parts processing fees, pick-up and delivery of parts, and handling fees. ECM shall not be responsible for the cost of servicing or replacement of such equipment, if such equipment is within the manufacturer's warranty or if manufacturer fails to honor any portion of the original warranty. Including warranty products not registered or warranties not transferred to a new owner and not covered for full warranty period are not covered by the contract and parts will be replaced by owner at owner's expense. ECM will not provide labor to install any warranty parts.

ACCESS: Contract holder shall provide clear access to the equipment to be serviced. ECM shall not be liable to customer and shall not assume responsibility for any damages incurred to floors, walls, counter tops, or ceilings while moving or repairing customer's equipment. ECM is not responsible for moving any equipment. At customer's request only, ECM may move customer's equipment and customer shall release ECM from any and all liabilities and/or damages to property. All two men jobs shall be billed as extras and paid for by the customer.

MOLD: ECM is not responsible for diagnosis, repair or remediation of mold, mildew, rot or fungus caused by any reason or associated in any way with the covered equipment or for any damage resulting from such substance, including without limitation, any health problems.

UTILITY BILLS: ECM is not responsible to determine the source of high utility bills or any reimbursement due to a mechanical malfunction.

CO-PAY / DEDUCTIBLE CONTRACTS: You are required to pay a \$60 per Trade Service Fee for each product serviced on the same day. There will be no co-pay charge for a return second trip for the exact same product malfunction / repair problem serviced within 30 days from the original date of service.

SUSPENSION OF SERVICE: ECM reserves all rights to suspend service and not respond to any new service request if any fee, deductible or co-pay etc., has not been paid in full.

CLASS ACTION WAIVER: Any and all claims, disputes, or controversies (whether in tort, contract, common law or equity), arising out of or relating to this agreement, or the relationship between the parties hereto, shall be brought in the parties' individual capacity only, and not as a plaintiff representing a Class, nor as a class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding (Class Action). The parties expressly waive any liability to bring and maintain any Class Action in any forum including, but not limited to Arbitration.

ENTIRE AGREEMENT: This agreement is the entire contract between the parties. Parties agree to be bound by all terms and provisions of this agreement. Any and all work performed under this agreement shall be interpreted and enforced under these provisions.

CHOICE OF LAW: This contract shall be interpreted under the laws of Palm Beach County, Florida. Should any term of this agreement be deemed by a Court of competent jurisdiction to be unenforceable, such determination shall not affect the enforceability of the remaining provisions.

SELLER COVERAGE OPTION: Seller Coverage Option may be added in addition to the package you have chosen to offer the Buyer and you get valuable budget protection for many of your most critical home systems while your home is on the market. NOTE: Subject to a \$2,000 cap for all trades during listing period up to 6 month max. Seller Coverage Option renewable upon review after 6 month period, up to 18 month's.

MANDATORY ARBITRATION: Unless you make written application to ECM and ECM agrees in writing to allow you to bring a small claims lawsuit against ECM solely in your individual capacity, any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."

CLASS ACTION WAIVER: Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY

TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

This contract covers single family homes (including manufactured housing), new construction homes, and condominiums/townhomes/mobile homes under 3,500 square feet, unless an alternative contract is applied for through ECM, and the appropriate fees for additional equipment coverage is paid for. Coverage is for owned or rented residential property, not commercial property or premises converted into a business.