



Earl's

Home Warranty Plan

LOCAL SERVICE.
LOCAL COVERAGE.
LOCAL WARRANTY.



Earl's Home Warranty Plan

Earl's offers two plans to choose from:
Basic Plan \$599 OR Premium Plan \$799

The Basic Plan can be purchased for any home up to 3,000 square feet.
You must purchase the Premium Plan for homes over 3,000 square feet.

The Premium Plan can be purchased for any home (including homes under 3,000 square feet) up to 6,000 square feet.

Premium Plan covers more items with higher limits of coverage.

Who is Earl and why should I consider using Earl's?

The Earl's story started almost 40 years ago with Earl's father, David Haralson. Earl learned the plumbing and HVAC trade under his father at David's Plumbing. Earl worked with his dad throughout high school and college. After graduating from Texas Tech University, Earl decided to start his own business. Earl got his Master's plumbing license in 2005 and started Earl's Plumbing, Heating, & Air. His dream was to follow in his dad's footsteps and build a business based on the principles of quality, integrity, generosity, and respect.

After a few successful years as a one man company, Earl decided that he wanted to add employees and grow the business. He did not want to work all day in the field and all night in the office. In 2007, Earl decided to add a business partner, Chuck Hall, to help run the office side of the business.

Together Chuck and Earl started adding employees, trucks, and new services to satisfy growing customer demand.

From its humble beginnings in a home office with two employees to a multiple department company with over 60 employees, Earl's has become a successful and respected business in Lubbock. Earl and Chuck's vision to run a company based on the principles of quality, integrity, generosity, and respect have led to overwhelming customer satisfaction. This customer satisfaction has helped us grow the business to offer even more services. Earl's now offers appliance repair, water conditioning, electrical, and home remodels in addition to plumbing, heating, and air conditioning.

What is Earl's Home Warranty Plan?

Earl's Home Warranty Plan is a home service plan that helps cover your home's major systems and appliances. Coverage is provided for the systems and appliances in your home which might initially have been covered by a manufacturer's or builder's warranty, but are no longer covered. While homeowners insurance covers many systems & appliances in the event of a disaster (tornado, fire, etc), the Earl's Home Warranty Plan will help cover repairs or replacements of

many home system components & appliances in the event of malfunctions or breakdowns due to normal wear and tear.

Earl's Home Warranty Plan has two package options, so you can choose what is **BEST FOR YOU!** At Earl's we believe that part of Quality and Integrity is giving you options **PLAINLY** and **CLEARLY**. We let you choose the option that works best for you and your family.

QUALITY. INTEGRITY. GENEROSITY. RESPECT.

(806) 795-3275 | www.795Earls.com

How do I know if Earl's Home warranty plan is right for my family?

Great question – and one of the most important questions you could ask.

Here are situations when we think it is a good fit:

1. You have appliances and/or home systems that are no longer covered under manufacturer's warranty.
2. You do not know plumbers, heating & air technicians, electricians, appliance repairmen, etc.
3. You would enjoy cash flow protection on the unexpected expenses of home ownership.
4. You don't have time to screen and/or follow up with contractors and other professionals.
5. You would enjoy the ease of knowing one call with a nominal fee and most issues are fixed.
6. You are selling your house, and would like the sell to be more attractive to a potential buyer (put the buyer at ease, knowing they have coverage for a year).
7. You are selling your house, and would like to reduce your "after sale worries" (upon system/appliance failure, Earl's Home Warranty gets a phone call, instead of the seller or the agent).
8. You do not have time (or patience) for "do it yourself" repairs.
9. You are buying a home for the first time (excludes brand new homes, they are covered under builders warranty and/or manufacturer's warranty for the first year).
10. Your house is 5+ years old.
11. Your home is in Lubbock County.

- Earl's Home Warranty plans have limits. Many repairs and replacements will cost more than these limits. Our plan is designed to help offset the cost of unexpected repairs, not cover all the cost associated with these repairs.
- Our plan does not cover known or unknown pre-existing conditions. All covered items must be in proper working order prior to coverage starting.
- Our plan has a \$79 fee per covered item.

Earl's Home Warranty Coverage Chart

This is a quick reference chart to find covered and non-covered items.
 This is not all inclusive of both COVERED and NOT COVERED items.
Please see the coverage section of the contract for full details.

HVAC - AC, HEATING AND DUCTWORK	Basic Plan \$599	Premium Plan \$799
Service Charge Per Covered Item: \$79		
AC/HEATING SYSTEM		
Furnace	YES	YES
Outdoor Condenser	YES	YES
Outdoor Heat Pump	YES	YES
Indoor Evaporative Coil	YES	YES
Indoor Air Handler	YES	YES
Metering Device	YES	YES
Thermostat	YES	YES
Refrigerant Lines	YES	YES
Refrigerant	YES (up to 4 lbs)	YES (up to 7 lbs)
Zone System	NO	YES
Condensate Lines	NO	YES
Auxiliary Drain Pans	NO	YES
Registers & Grills	NO	YES
Improper/Inadequate- Sized Unit	NO	NO
Missing Parts or Components	NO	NO
Mismatched Units	NO	NO
Wall Evaporative Coolers	YES	YES
Wall Heaters	YES	YES
Mini Split Units	NO	NO
Window Units	NO	NO
Floor Furnace	NO	NO
Indoor Coil Cleaning (Due to lack of maintenance)	\$350 per unit	\$250 per unit
DUCTWORK (Attic only)		
Damaged or Broken	YES	YES
Balancing Dampers	YES	YES
Isulation Around Duct	NO	YES
Underground/Under House Duct	NO	NO
Dirty or Restricted Vents	NO	NO
Hot or Cold Spots	NO	NO
Improper Design	NO	NO
Inadequate Sized Ducts	NO	NO
HVAC and Ductwork Limits Per Item	\$2,000	\$2,500
HVAC and Ductwork Aggregate Limit Per Contract Term	\$4,000	\$5,000

APPLIANCES	Basic Plan \$599	Premium Plan \$799
Service Charge Per Covered Item: \$79		
Garbage Disposal	YES	YES
Range Hood Exhaust Fan	YES	YES
Cook-top	YES	YES
Oven	YES	YES
Range	YES	YES
Microwave (built in)	YES	YES
Dishwasher (built in)	YES	YES
Kitchen Refrigerator (Including Refrigerant)	YES	YES
Clothes Washer	YES	YES
Clothes Dryer	YES	YES
Trash Compactors	NO	NO
Wine Coolers	NO	NO
Ice Makers	NO *Add on \$79 per item	NO *Add on \$79 per item
Garage Refrigerator/2nd Refrigerator	NO *Add on \$79 per item	NO *Add on \$79 per item
Appliance Limits Per Covered Item	\$1,000	\$1,500
Appliance Aggregate Per Contract Term	\$2,000	\$3,000

ELECTRICAL AND GARAGE DOOR	Basic Plan \$599	Premium Plan \$799
Service Charge Per Covered Item: \$79		
ELECTRICAL		
Interior Wiring	YES	YES
Standard Switches	YES	YES
Outlets	YES	YES
Smoke Detectors	YES	YES
Attic Fans	YES	YES
Single-blown Circuit Breakers	YES	YES
Bathroom Exhaust Fans/Heaters	NO	YES
Ceiling Fans	NO	YES
Light Fixtures	NO	YES
Light Bulbs	NO	NO
All Exterior Wiring/Lights/Switches	NO	NO
Damage By Power Surge	NO	NO
Audio/Video/Computer Wiring or Components	NO	NO
Circuit Overload/Power Failure	NO	NO
GARAGE DOOR OPENER SYSTEM		
Switches/Sensors/Springs	YES	YES
Garage Door Wiring	YES	YES
Motor/Opener	NO	YES
Remote Transmitters	NO	YES
Garage Door/Door Panels	NO	NO
Garage Door Track Assembly	NO	NO
Electrical and Garage Door Limits	\$1,000	\$1,500
Aggregate Electrical and Garage Door Limit Per Contract Term	\$2,000	\$3,000

PLUMBING SYSTEMS	Basic Plan \$599	Premium Plan \$799
Service Charge Per Covered Item: \$79		
Leaks and Breaks of Water Lines	YES	YES
Leaks and Breaks of Drain Lines	YES	YES
Leaks and Breaks of Drain Vents	YES	YES
Shut Off Valves	YES	YES
Shower Valves	YES	YES
Toilet Repair	YES	YES
Toilet Replacement	NO	YES
Reverses Osmosis System (Owned)	NO	YES
Water Softener (Owned)	NO	YES
Faucet Repair	NO	YES
Faucet Replacement	NO	YES
Plumbing Stoppages	YES	YES
Stoppages Due to Roots or Freeze	YES (Limit 500)	YES (Limit \$750)
Installing Clean-Outs to Access Stoppages	NO	NO
Hose Bibbs	NO	NO
Low Pressure/Flow Restrictions on Water Lines	NO	NO
SLAB LEAKS		
Leak Detection	YES	YES
Water Lines	YES	YES
Sewer Lines	YES	YES
Limit on Slab Leak Detection and Repair	\$1,000	\$1,500
WATER HEATERS		
Tank Type (Up to 50 gallons)	YES	YES
Tank Type (Up to 75 gallons)	NO	YES
Circulating Pumps	YES	YES
Permits and Code Upgrades	NO	YES
Sediment in Tank	NO	NO
Slow or Inadequate Hot Water	NO	NO
Tank-less Water Heaters	YES	YES*
GAS LINES		
Leaks Interior	YES	YES
Leaks Exterior	NO	YES
Permits and Code Upgrades	NO	YES
Limit on Gas Line Leak or Repair	\$1,000	\$1,500
BUILT-IN JETTED BATHTUB		
Jetted Tub Motor	YES	YES
Air Switches	NO	YES
Jets or Jet Tubing	NO	NO
Septic System Pumping	YES	YES
Sewer Ejector Pumps/Sump Pumps	NO	YES
Plumbing Limits Per Covered Item	\$1,000	\$1,500
Aggregate Plumbing Per Contract Term	\$2,000	\$3,000
NOT COVERED ITEMS		
Bathtubs and Sinks	NO	NO
Showers, Shower Pans, and Shower Enclosures	NO	NO
Pools, Hot Tubs, and Spas	NO	NO
Lawn and Fire Sprinkler Systems	NO	NO
Water Well to Primary Home	NO *Add on \$99	YES

Earl's Home Warranty Basic Plan Covered Systems and Appliances

NOTE: The Basic Plan can be purchased for homes up to 3,000 sq ft, homes larger than 3,000 sq ft must purchase the Premium Plan. Any system, appliance, or item not specifically listed in the COVERED sections are NOT COVERED.

Appliances COVERED on the Basic Plan: Kitchen refrigerator including refrigerant, clothes dryer, clothes washer, garbage disposal, range hood exhaust fan, cook-top, oven, range, built-in microwave, and built-in dishwasher. Earl's will pay up to \$1,000 on the Basic Plan for any required repair or replacement of a covered appliance item. Customer will be responsible for all charges over limit for each covered item. Aggregate limit for appliances is \$2,000 per contract term on the Basic Plan. Additional Refrigerator, Ice Maker, or Freezer option: Payment fee is required for each additional refrigerator, freezer, or ice-maker. Add-on must be purchased at time of warranty plan is purchased. Earl's will pay up \$1,000 on each covered item or refrigerator. Customer will be responsible for all charges over limit for each covered item. Aggregate limit for appliance add-ons is \$2,000 per contract term on the Basic Plan.

Appliances & Items NOT COVERED on the Basic Plan: Non-kitchen refrigerators, ice-makers, and freezers unless purchased as an add-on, trash compactors, wet bar refrigerators, wine coolers, dehumidifiers, steam generators, damage to clothing, food spoilage, filters, removable components, insulation, shell and liner, cosmetic damage, damage cause by scale, rust, minerals, or other deposits, non-essential clocks & removable parts and shelves, meat probe, rotisseries, magnetic induction, soap or fabric dispensers, knobs and dials, racks, improper installations, improper repairs, lack of maintenance related repairs, repairs due to lightning strikes, power surges or power failures, any feature or function that does not affect the primary function of the appliance. *NOTE: Appliances and appliance items that are NOT listed are NOT COVERED.*

Electrical & Garage Door Opener COVERED on the Basic Plan:

Interior wiring, fuses, standard switches, outlets, cover plates, smoke detectors, attic fans, single blown circuit breakers, garage door switches, garage door sensors, garage door springs, garage door wiring, garage door receiver unit. Earl's will pay up to \$1,000 on the Basic Plan for any required repair or replacement of a covered electrical & garage door item. Customer will be responsible for all charges over limit for each covered item. Aggregate limit for Electrical & Garage door opener coverage is \$2,000 per contract term on the Basic Plan.

Electrical & Garage Door Systems and Items NOT COVERED on the Basic Plan: Bathroom exhaust fans, main breaker panel, bathroom exhaust heaters, lighting fixtures, light bulbs, audio/video/computer wiring or network cabling, ceiling fans, and garage remote transmitters, exterior wiring, exterior lights, exterior switches, exterior photo cells, service lines, electrical meters, lighting fixtures, damage from power failure, damage from power surge, circuit over-load, inadequate or improper size wiring or breakers, breaker boxes, garage door opener/ motor, garage door, garage door panels, garage door track assemblies. *NOTE: Electrical and garage door items that are not listed are NOT COVERED.*

Heating, AC, & Ductwork COVERED on the Basic Plan: Residential systems up to 5 tons, furnace, outdoor condenser, outdoor heat pump, indoor evaporative coil, indoor air handler, metering devices, thermostats, refrigerant lines, refrigerant (up to 4 pounds), wall evaporative coolers, wall heater, damaged or broken ductwork in attic only, balancing dampers. Indoor evaporative coils that are dirty and need to be cleaned for proper operation of the system will be charged a \$350 per unit per cleaning fee. Earl's will pay up to 4 pounds per occurrence for refrigerant on the Basic Plan. Customer is responsible for payment of any costs in excess of pounds. Earl's will pay up to \$2,000 on the Basic Plan for any required repairs or replacements of a covered system or item. Customer will be responsible for all charges over limit for each covered item. Aggregate limit for HVAC System & Ductwork is \$4,000 per contract term on the Basic Plan.

Heating, AC, & Ductwork NOT COVERED on the Basic Plan:

Zone systems, condensate lines, condensate pumps, auxiliary drain pans, registers, grills, insulation around duct work, improper sized system, inadequate sized system, missing parts or components, mismatched system, Mini-Split system, VRF system, window units, floor furnaces, dehumidifier, humidifier, electronic air cleaner, underground duct work, inaccessible duct work, under house duct work, dirty duct work or vents, restricted duct work or vents, hot or cold spots in home, improper design on duct work or system install, inadequate duct work, solar systems, glycol systems, water source heat pumps or any components including water lines, portable and freestanding units, fireplaces, radiant floor heating and cooling, wood pellet heating systems, chimneys, propane systems, chillers, boilers, water towers, duct work where asbestos is present, damage caused by power surges or power failures, lightning damage, inaccessible systems or refrigerant lines. *NOTE: Heating, AC, and Ductwork systems and items that are NOT listed are NOT COVERED.*

Plumbing COVERED on the Basic Plan: Leaks and breaks in water lines, leaks and breaks in drain lines, leaks and breaks of drain vents, toilet repair, gas lines interior, circulating pumps, plumbing stoppages including stoppages due to roots/ foreign objects/ or freeze, shut off valves, shower valves, tub diverter, basket strainers, p-trap, toilet tanks, toilet bowls, toilet internal parts, water heater up to 50 gallons, tank-less water heater, interior leaks in gas lines, jetted tub motor, and septic system pumping. Plumbing stoppages for roots is covered up to \$500 on the Basic Plan. For all other plumbing repairs on covered items including tank-less and tank type water heaters, slab leaks, sewer line repairs, and gas leaks, Earl's will pay up to \$1,000 for any required repair or replacement of a covered plumbing system on the Basic Plan. Customer will be responsible for all charges over each limit for each covered item. Aggregate limit of plumbing coverage is \$2,000 per contract term on the Basic Plan.

Plumbing NOT COVERED on the Basic Plan: Reverse osmosis systems, water softener, toilet replacement, faucet repair, faucet replacement, water heater larger than 50 gallons, permits, code upgrades, jetted tub air switches, sewer ejector pumps, sediment in water heaters, noisy water lines or water heater, inadequate hot water, slow hot water, air lines, exterior gas lines, lawn sprinklers, fire sprinklers, low water pressure or restricted flow on water lines, hose bibs, installing clean-outs, toilet lids, toilet seats, caulking, grouting, pressure tanks, steam generators, sauna, spas, pools, pool equipment, holding tanks, fuel storage tanks, steam rooms, shower heads, fixtures, bathtubs, sinks, showers, shower enclosures, shower pans including tile showers, and shower doors, cosmetic features that do not effect primary function, jetted tubs parts and components with exception of items listed in Basic Plan covered section. Water and drain connections to fixtures are covered, but no part of actual the fixture are covered. All parts and components of septic systems including holding tank and leach lines are not covered. Well pumps and pressure tanks are not covered unless add-on well coverage is purchased. *NOTE: Plumbing items that are not listed under PLUMBING are NOT COVERED.*

Water Well COVERED Items with Well Add-on: Parts and components for main well to the primary residence with the exceptions listed below. Earl's will pay up to \$1,500 for any required repair or replacement of a covered well when the Well add-on is purchased. Any expenses over \$1,500 are the responsibility of the customer. Aggregate limit for Well coverage is \$3,000 per contract term.

Water Well NOT COVERED: Well casing, re-drilling of well, lack of water, low water table or damage from low water table, storage or holding tanks, wiring to well, booster pumps, and geothermal components.

Earl's Home Warranty Premium Plan Covered Systems and Appliances

NOTE: The Premium plan can be purchased for any home (including homes under 3,000 sq ft) up to 6,000 sq ft. Premium Plan covers more systems, items, and appliances with higher limits of coverage. Any system, appliance, or item not specifically listed in the COVERED sections are NOT COVERED.

Appliances COVERED on the Premium Plan: Kitchen refrigerator including refrigerant, clothes dryer, clothes washer, garbage disposal, range hood exhaust fan, cook-top, oven, range, built-in microwave, and built-in dishwasher. PLUS, PREMIUM COVERAGE OF: increased limits for appliance repairs and replacement. Earl's will pay up to \$1,500 for any required repair or replacement of a covered appliance item on the Premium Plan. Customer will be responsible for all charges over each limit. Appliance aggregate per contract term is \$3,000 on the Premium Plan. Additional Refrigerator/ Freezer option on Premium Plan: Add-on purchase is required for each additional refrigerator, freezer, or ice-maker that is being covered. Add-on must be purchased at time of warranty plan is purchased. Earl's will pay up \$1,000 on each covered refrigerator. Customer is responsible for payment of cost in excess of \$1,000 for any required repair or replacement of a covered appliance item. Aggregate for appliance add-ons \$2,000 per contract term.

Appliances & Items NOT COVERED on the Premium Plan: Non-kitchen refrigerators, ice-makers, and freezers unless purchased as add-on, trash compactors, wet bar refrigerators, wine coolers, dehumidifiers, steam generators, damage to clothing, food spoilage, filters, removable components, insulation, shell and liner, cosmetic damage, damage cause by scale, rust, minerals, or other deposits, non-essential clocks & removable parts and shelves, meat probe, rotisseries, magnetic induction, soap or fabric dispensers, knobs and dials, racks, improper installations, improper repairs, lack of maintenance related repairs, repairs due to lightning strikes, power surges or power failures, any feature or function that does not affect the primary function of the appliance. *NOTE: Appliances and appliance items that are NOT listed are NOT COVERED.*

Electrical & Garage Door COVERED Items on the Premium Plan:

Interior wiring, fuses, standard switches, outlets, cover plates, smoke detectors, built-in ceiling & attic fans, single blown circuit breakers, garage door switches, garage door sensors, garage door springs, garage opener, garage door motor, garage door wiring, garage door receiver unit. PLUS, PREMIUM COVERAGE OF: bathroom exhaust fans, bathroom exhaust heaters, lighting fixtures, ceiling fans, garage remote transmitters, and increased limits. Earl's will pay up to \$1,500 for any required repair or replacement of a covered electrical & garage door item on the Premium Plan. Customer will be responsible for all charges over each limit. Aggregate limit for Electrical & Garage door opener coverage is \$3,000 per contract term on the Premium Plan.

Electrical & Garage Door Systems & Items NOT COVERED on the Premium Plan: Exterior wiring, main breaker panel, exterior lights, exterior switches, exterior photo cells, service lines, electrical meters, lighting fixtures, light bulbs, audio/video/computer wiring or network cabling, damage from power failure, damage from power surge, circuit overload, inadequate or improper size wiring or breakers, breaker boxes, garage door, garage door panels, garage door track assemblies. *NOTE: Electrical & garage door items that are not listed are NOT COVERED.*

Heating, AC, & Ductwork COVERED on the Premium Plan:

Residential systems up to 5 tons, furnace, outdoor condenser, outdoor heat pump, indoor evaporative coil, indoor air handler, metering devices, thermostats, refrigerant lines, refrigerant (up to 7 pounds), wall evaporative coolers, wall heater, damaged or broken ductwork in attic only, balancing dampers. PLUS, PREMIUM COVERAGE OF: zone system, condensate lines, condensate pumps, auxiliary drain pans, registers, grills, and insulation around duct work. Indoor evaporative coils that are dirty and need to be cleaned for proper operation of the system will be charged a \$250 per unit per cleaning fee. Earl's will pay up to 7 pounds per occurrence for refrigerant on the Premium Plan. Customer is responsible for payment of any costs in excess of 7 pounds. Earl's will pay up to \$2,500 for any required repair or replacement of a covered HVAC system and Ductwork.

Customer will be responsible for all charges over each limit for each covered item. Aggregate limit of HVAC and Ductwork coverage is \$5,000 per contract term on the Premium Plan.

Heating, AC, & Ductwork NOT COVERED on the Premium Plan:

Improper sized system, inadequate sized system, missing parts or components, mismatched system, mini-split system, VRF system, window units, floor furnaces, dehumidifier, humidifier, electronic air cleaner, underground ductwork, inaccessible ductwork, under house duct work, dirty ductwork or vents, restricted ductwork or vents, hot or cold spots in home, improper design on ductwork or system install, inadequate ductwork, solar systems, glycol systems, water source heat pumps or any components including water lines, portable and freestanding units, fireplaces, radiant floor heating and cooling, wood pellet heating systems, chimneys, propane systems, chillers, boilers, water towers, ductwork where asbestos is present, damage caused by power surges or power failures, lightning damage, inaccessible systems or refrigerant lines. *NOTE: Heating, AC, and Ductwork systems and items that are NOT listed are NOT COVERED.*

Plumbing COVERED on the Premium Plan: Leaks and breaks in water lines, leaks and breaks in drain lines, leaks and breaks of drain vents, toilet repair, gas lines interior, circulating pumps, plumbing stoppages including stoppages due to roots/ foreign objects/ or freeze, shut off valves, shower valves, tub diverter, basket strainers, p-trap, toilet tanks, toilet bowls, toilet internal parts, water heater up to 75 gallons, tank-less water heater, interior leaks in gas lines, jetted tub motor, and septic system pumping. PLUS, PREMIUM COVERAGE OF: gas lines exterior, reverse osmosis system (owned) does not included filters or membrane; water softener (owned), toilet replacement of like quality, faucet replacement of like quality, water heater up to 75 gallons, permits, code upgrades, exterior gas line repairs, jetted tub air switches, and sewer ejector pumps. Plumbing stoppages for roots is covered up to \$7500 on the Premium Plan. For all plumbing repairs including tank-less and tank type water heaters, slab leaks, sewer line repairs, and gas leaks, Earl's will pay up to \$1,500 for any required repair or replacement of a covered plumbing system on the Premium Plan. Customer will be responsible for all charges over each limit. Aggregate limit of plumbing coverage is \$3,000 per contract term on the Premium Plan.

Plumbing NOT COVERED on the Premium Plan: Sediment in water heaters, noisy water lines or water heater, inadequate hot water, slow hot water, air lines, exterior gas lines, lawn sprinklers, fire sprinklers, low water pressure or restricted flow on water lines, hose bibs, installing clean-outs, toilet lids, toilet seats, caulking, grouting, pressure tanks, steam generators, sauna, spas, pools, pool equipment, holding tanks, fuel storage tanks, steam rooms, shower heads, fixtures, bathtubs, sinks, showers, shower enclosures, shower pans including tile showers, and shower doors, cosmetic features that do not effect primary function, jetted tubs parts and components with exception of items listed above. Water and drain connections to fixtures are covered, but no part of actual the fixture are covered. All parts and components of septic systems including holding tank and leach lines are not covered. Well pumps and pressure tanks are not covered unless add-on well coverage is purchased. *NOTE: Plumbing items that are not listed under PLUMBING are NOT COVERED.*

Water Well COVERED on the Premium Plan: Parts and components for main well to the primary residence with the exceptions listed below. Earl's will pay up to \$1,500 for any required repair or replacement of a covered well on the Premium Plan. Customer will be responsible for all charges over each limit for each covered item. Aggregate limit for Well coverage is \$3,000 per contract term on the Premium Plan.

Water Well NOT COVERED: Well casing, re-drilling of well, lack of water, low water table or damage from low water table, storage or holding tanks, wiring to well, booster pumps, and geothermal components.

Contract Terms and Conditions

- A. These plans have limits. Many repairs will cost more than these limits. These plans are designed to help cover the cost of unexpected home repairs on covered systems and appliances. These plans will NOT COVER all the costs of repairs on covered systems and appliances.
- B. These plans require all covered systems, appliances, and items to be in proper working order BEFORE coverage takes place.
- C. Prior to coverage taking place Earl's will perform a covered item home inspection, at no cost to you, to ensure all covered items are working properly. (Real Estate transactions will not require pre-inspection).
- D. Customer responsible for \$79 fee PER COVERED ITEM.
- E. Systems, appliances, and items that have known or unknown malfunctions or deficiencies prior to this contract are not covered under any circumstances.
- F. Any home systems, appliances, or items not specifically listed in the covered sections are NOT COVERED under either the Basic or Premium Plan.
- G. All covered repairs from Earl's Home Warranty comes with a 90 day parts and labor warranty.
- H. This contract is for the primary residence only and does not include detached garages, buildings, shops, mother-in-law suites, pool houses, casitas, or any other locations on the property outside the main dwelling. For items and systems to be covered, items must be installed & located within the confines of the perimeter of the foundation of the primary living quarters.

Limitations and Exclusions

This contract will not cover known and unknown pre-existing conditions which occurred prior to your contract period under any circumstances. Items not specifically listed in your plan contract are not covered.

Unless otherwise stated in this contract, the following limitations and exclusions apply to your plan:

- 1) Systems and items found deficient on Home Inspections reports are not covered.
- 2) This contract does not cover routine maintenance and cleaning. You are solely responsible for providing maintenance and cleaning of items covered by this contract as recommended by the product's manufacturer.
- 3) Cosmetic defects that do not affect the function of covered items are not covered.
- 4) Sewer, water, or property damage from covered item failures.
- 5) Damage caused by people, pests, or pets is not covered.
- 6) Damage caused by missing components or the replacement of missing components is not covered.
- 7) Improper repair, improper installation or improper modification of the covered item is not covered.
- 8) Manufacturer recalls are not covered.
- 9) Repairs or replacements required as a result of fire, flood, smoke, lightning, freeze, earthquake, storms, theft, accidents, mud, war, riots, vandalism, improper installation, acts of God, damage from pests, lack of capacity, missing parts, or misuse are not covered.
- 10) Earl's will not cover costs to make corrections, repairs, replacements, upgrades, inspections, or other additional costs to comply with federal laws, state laws, local laws, utility regulations, zoning codes, home-owners associations, or building codes.
- 11) Earl's will not cover any costs relating to permits, code requirements, code upgrades, construction, carpentry, cosmetic issues or relocation of equipment.
- 12) Earl's will not cover the cost to gain, close, or alter access to any covered repair or replacement item. This includes concrete, tile, sheetrock, paint, cabinets, countertops, wall coverings, paneling, floor coverings, fixtures, tubs, showers, structures, sinks, and anything else that has to be altered to make a repair or replacement of a covered item.
- 13) Earl's will not cover the cost of any alterations or modifications made necessary by gaining access to existing equipment or installing different equipment.
- 14) Earl's will attempt to match dimensions, color (including stainless steel), or brand of replacement products, Earl's is not required to when such replacement is required.
- 15) Earl's will not cover or work on systems or items involving hazardous or toxic materials, including asbestos, pathogenic organisms, mold or other dangerous substances.
- 16) Earl's will not cover or work in any environment that is a safety issue.
- 17) Earl's only covers residential use properties.
- 18) Earl's will not repair any failures that do not contribute to the system or appliances primary functions.
- 19) Earl's will not be responsible for repairs for items covered under an existing manufacturer's, distributor's or in-home warranty.
- 20) Earl's reserves the right to repair systems and appliances with non-original manufacturer's parts, including rebuilt or refurbished parts.

Coverage Time Frame and Renewal

- 1) Coverage begins after payment has been made, and the covered item inspection is complete. After both these requirements are met, the later becomes the Contract Effective Date, OR for Real Estate closing transactions the Contract Effective Date becomes the date of the closing date of the covered property. The contract term will then be in effect from the Contract Effective Date and will continue for the next 12 consecutive months.
- 2) You must report defects or malfunctions to Earl's **during the term** of this contract.
- 3) Covered items are only covered during the contract term.
- 4) Offer for future coverage is at Earl's sole discretion. You may be notified of rates and terms for continuation of coverage approximately 30 days prior to expiration of your coverage. To ensure there is no lapse of coverage, payment must be received by Earl's prior to the expiration of your plan. Plan fees may increase upon renewal.

When you have a covered system failure

- 1) As soon as the problem is discovered, verify the problem is covered under your plan and **call Earl's at (806) 795-3275.**
- 2) Earl's will take your information & schedule a time for a technician to come to your house.
- 3) **Only Earl's approved service providers are authorized to make covered repairs. Any repairs made by non-authorized providers will not be covered or paid for by Earl's.**
- 4) Earl's technician will verify whether the system/appliance problem is covered under your plan. If the problem is covered, the technician will repair or replace the system/appliance, and you will pay the technician the service fee upon completion. If your problem is not covered, Earl's technician will let you know. Earl's technicians will always give you an estimate of what you will owe before beginning service, whether covered or not covered.
- 5) Homeowner is responsible for \$79 service fee per covered item.
- 6) Repairs made by Earl's come with a 90 day parts and labor warranty. Customers will not have an additional service fee if on the return visit the same part has failed. *NOTE: Many systems and appliances have dozens of parts that can fail. In order to avoid paying a repeat service fee, the failure must be the exact failed part and/or repeated repair. Earl's technician will inform you of your service fee responsibility after diagnosing the needed repair.*

Contract Terms

Unless otherwise more narrowly limited, and not withstanding any other provision in your contract, Earl's total liability, including its affiliates, and their stockholders, directors, officers, employees, members, insurers, subcontractors, vendors and agents (collectively referred to in this section as "Earl's") to You, Your affiliates, insurers, and any third parties referred to below (collectively referred to in this section as "Owner") shall be limited to actual damages not to exceed the contract paid price for the insurance premium and other fees paid by Owner to Earl's. This limitation of liability applies to all liability arising from Earl's activities and obligations related to the contract, and any separate agreement with a third party to perform services for Owner's benefit at the site of the work hereunder, including but not limited to duty arising in contract, warranty, statute and tort (WHETHER SUCH OCCURRENCE ARISES OUT OF EARL'S SOLE OR CONCURRENT NEGLIGENCE OR BREACH OF ANY STANDARD OF STRICT LIABILITY). This limitation will survive the contract. Owner represents that it is (i) *the sole owner of the work, the land constituting the site of the Owner's home where Earl's work will be performed, and any property stored thereon (collectively "Property")*, or (ii) *authorized to bind and does bind (or will bind prior to the occurrence of any loss or damage thereto) all persons or entities currently having, or acquiring in the future any legal or equitable interest in the Property, to the indemnities, releases and limitations of liability set forth in the contract.* If Owner fails to bind to this limitation any third party having, or hereafter acquiring, any interest in Owner's property, Owner agrees to indemnify, defend and hold Earl's harmless from and against such liability to the extent that it would cause Earl's total liability to exceed the limit of liability stated above. Earl's shall have no liability to Owner for any loss, cost or expense resulting from loss of or damage to property, or any secondary or consequential loss or damage, or personal damages or bodily injury of any kind. Owner waives all rights of recovery that it may have now or in the future and shall likewise require each insurer of Owner's property to waive all subrogation rights against Earl's for any such loss, cost or expense.

A. **Earl's Home Warranty Plans will only be available in the state of Texas.**

B. **Transfer of Contract**

This plan is transferable to a new owner of the covered property. In the event you sell your covered property during the term of your contract, please notify Earl's of the change in ownership.

C. **Cancellation**

1) Your contract may be canceled by Earl's for the following reasons:

- a. *Nonpayment of Contract Fees; if payment is not made within 14 days of the closing date coverage will be terminated*
- b. *Fraud or misrepresentation of facts material to the Contract*

2) **You may cancel your Contract within 7 days of the Contract Effective Date and receive a full refund. After 7 days, this Contract is non-cancelable by you unless by mutual agreement between you and Earl's.**

3) **Any violation of the cancellation policies set forth in this contract can & will result in additional fees, not to exceed the value of the Contract.**

D. **Dispute Resolution**

You agree that the Contract is governed by and shall be construed in accordance with the laws of the State of Texas. The parties shall submit all disputes arising under the Contract to the exclusive jurisdiction of federal or state courts in Lubbock County, Texas.

E. **Agreement**

This Contract contains the agreement between you and Earl's. All prior agreements are canceled as of the Effective Date of this Contract. No changes to this Contract are effective unless they are in writing and signed by both you and Earl's.

THIS COMPANY PAYS PERSONS NOT EMPLOYED BY THE COMPANY FOR THE SALE, ADVERTISING, INSPECTION, OR PROCESSING OF A RESIDENTIAL SERVICE CONTRACT UNDER TEXAS OCCUPATIONS CODE 1303.304.

THIS CONTRACT IS ISSUED PURSUANT TO A LICENSE GRANTED BY THE TEXAS REAL ESTATE COMMISSION, AND COMPLAINTS IN CONNECTION WITH THIS CONTRACT MAY BE DIRECTED TO THE COMMISSION AT P.O. BOX 12188, AUSTIN, TEXAS 78711-2188, (512) 936-3049.

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.

Customer Signature

Date

Home Owners Application for Coverage

Name_____

Property to be covered

Address_____

City_____ Zip_____

Phone_____

Email Address_____

Purchase Options

Basic Plan_____ **\$599**
*Add on 2nd Refrigerator/Freezer/Ice Maker*_____ **+\$79 each**
*Add on Well Coverage*_____ **+\$99**
Total Price_____ **\$**_____

Premium Plan_____ **\$799**
*Add on Refrigerator/Freezer/Ice Maker*_____ **+\$79 each**
Total Price_____ **\$**_____

To purchase, call (806) 795-3275, or visit www.7975earl.com/warranty-registration.

Mail: 4720 Highway 84, Lubbock, TX 79415



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