COMPLETE CARE
HOME WARRANTY

Contractor Application

Company Name Affordable refrigeration LLC GA

Company Address 3212 Northlake PKWY NE

City, State Zip Atlanta, GA 30345

Mailing Address (if different from above)

City State Zip

Main Phone Number(s) 6783497033

Emergency Phone Number(s) 7705598234

Dispatch Fax Number 7705598234

Dispatch Email Address jivy732@gmail.com

General Email Address jivy732@gmail.com

Owner's Name(s) John Ivy

Contractor's License Number (if appicable)*

Tax ID Number or Social Security Number 426270933

Insurance Carrier Name Hiscox Insurance Company Inc.

General Liability Insurance Policy Number UDC-4639983-CGL-20

*** Please send a copy of your current trade license(s) for the trades that you service.**

Hours of Operation

Weekday Hours 8am *to* 5pm Saturday Hours 8am *to* 5pm Sunday Hours 8am *to* 5pm

Emergency Hours (Weekday) 7am *to* 7pm Emergency Hours (Weekends) 7am *to* 7pm

Labor Rates

Service Call Fee: $ 65 includes up to 60 minutes in the home.

Hourly Labor Rate: $ 65 after the first 60 minutes in the home.

Overtime Hourly Rate: $ 75 includes up to 60 minutes in the home (after-hours rates).

Additional Information

Number of Service Technicians 1

Number of Service Vehicles 1

Uniformed Employees? ☑ YES ❑ NO

Uniformed Service Vehicles? ☑ YES ❑ NO

Please check the trades your company services and LIST any exclusions (i.e. brands, system types, etc.).

☑ Air Conditioning	
☑ Heating	
❑ Plumbing	☑ Garbage Disposals
☑ Appliances	❑ Sprinkler Systems
☑ Electrical Systems	❑ Garage Door Openers
❑ Pool/Spa	☑ Central Vacuum
❑ Well Pumps	❑ Septic Systems & Pumping
❑ Roof Leak Repair	❑ Drywall *(rough finish ONLY)*

Send Complete Applications via Mail or Email: info@CompleteCareHomeWarranty.com

Complete Care Home Warranty dispatches service calls based on a centrally located zip code. Please provide us with your most centrally located zip code: 30345

**Please attach any additional cities and zip codes.

Mark-Up on Parts and Equipment

Note: mark-ups are on wholesale cost of parts and equipment.

	Regular Rates	CCHW Rates
Wholesale Cost between $1.00 - $150.00	45 %	45 %
Wholesale cost between $151.00 - $300.00	45 %	45 %
Wholesale cost between $301.00 - $500.00	35 %	35 %
Wholesale cost is Over $501.00	45 %	45 %

Sales Tax Rate: 4 %

COMPLETE CARE
HOME WARRANTY

Workers Compensation Waiver

Please complete and return this form if Workers Compensation is NOT applicable to your firm.

Company Name	Affordable Refrigeration LLC GA
Address	3212 Northlake PKWY NE
City, State, Zip	Atlanta, GA 30345
Owner's Name	John Ivy

I, John Ivy, certify I am the sole Owner/Operator of the company listed above and I do not have any employees.

I, John Ivy, will provide a Certificate of Insurance for Workers Compensation to Complete Care Home Warranty within 15 days of hiring any employee.

Signature John Ivy Digitally signed by John Ivy Date: 2020.10.29 12:00:55 -04'00'

Date 10/30/2020

Send Complete Applications via Mail or Email: info@CompleteCareHomeWarranty.com

Complete Care Home Warranty ▪ 936 Kings Highway ▪ Brooklyn, NY 11223

info@CompleteCareHomeWarranty.com

This Agreement, hereinafter referred to as the "Agreement", is issued by Complete Care Home Warranty hereinafter referred to as "CCHW", or "we", "us", and/or "our". The servicing company in this Agreement, including its employees and authorized Independent Contractors, is hereinafter referred to as "Contractor", or "you" and/or "your". This Agreement is made effective as of the "Effective Date" set forth below. CCHW and Contractor desire to enter into an Agreement for services as authorized by CCHW through its home service contracts, hereinafter referred to as the "Service Contracts", then for consideration of services and mutual covenants contained in this Agreement, CCHW and Contractor each agree as follows:

I. RELATIONSHIP

CCHW hereby agrees to engage Contractor, and Contractor hereby agrees to accept such engagement. In the performance of the work, duties and obligations hereunder, Contractor will at all times be acting as an independent contractor, and nothing in this Agreement shall be construed or deemed to create a relationship of employer and employee and Contractor does not have the authority to bind or commit CCHW.

II. DUTIES

A. Contractor will provide and pay for all parts, labor, materials, transportation, insurance, and equipment, including applicable sales tax payments, to fully and promptly complete the service work orders, hereinafter referred to as "SWOs", assigned and authorized by us.

B. Contractor shall charge us rates set forth in agreed upon CCHW price guidelines and/or agreed upon hourly rates for all labor and/or materials.

C. After receiving a SWO, Contractor shall make every reasonable effort to contact the CCHW contract holder, hereinafter referred to as the "Customer" within four (4) hours for an appointment. Contractor shall use its best efforts to provide service at the Customer's home within 48-hours or notify CCHW if scheduling beyond the 48-hour deadline. If an emergency, as determined by us, occurs, Contractor shall use every effort and all available resources to expedite service. Contractor shall respond to all CCHW requests for Customer-related information within four (4) hours or less. If Contractor fails to timely contact a Customer, fails to initiate or complete a SWO, or breaches any terms of this Agreement, then CCHW may, in its sole discretion, without notice, engage another Contractor, suspend your account, or terminate this Agreement.

D. You shall be responsible for collecting the trade service call fee from the Customer, hereinafter referred to as the "Service Fee". We will not reimburse you for any uncollected Service Fees.

E. You agree to provide us and the Customer with a prompt, accurate, and thorough diagnosis of each service call performed by you.

F. You agree to contact our Claims Authorizations Department at (860) 777-0204, Ext. 5 on all service calls if: (1) repair costs will exceed its authorization limit; (2) coverage may be partly or completely denied; or (3) coverage questions exist. If a repair or replacement is not covered by the Service Contract, we will communicate the outcome to the Customer. If a non-covered repair is needed, you may place a bid for service directly with the Customer. The Customer may be able to obtain other bids and lower prices from other qualified Contractors. If you perform any non-covered services for the Customer, we will not be responsible for payment for non-covered repairs. Contractor shall immediately notify us when each SWO is completed.

G. You accept sole responsibility for any services performed on any non-covered work orders. You understand and agree that CCHW shall take absolutely no responsibility for non-covered services nor payment or collection of monies for non-covered services. Servicer shall notify Customer prior to commencement of any non-covered services that: (1) Customer can choose its own technician, if it desires to do so; (2) Contractor is providing such work solely on its own, completely separate and apart from CCHW; (3) CCHW is not responsible for Contractor's rates and/or charges on non-covered services; and (4) Contractor will provide customer with a written estimate and acquire Customer's signature as written authorization before beginning any non-covered services. You shall retain in your business records a copy of such notice along with the invoice reflecting the services performed. You agree to perform such independent work up to the same standards and reasonably competitive rates and charges as required for our authorized work.

H. Contractor, as required by us, shall provide criminal background and motor vehicle report checks, from State or third party resources, for all your employees, authorized subcontractors and independent contractors providing Customer services.

I. Contractor shall at all times represent CCHW in a positive and professional manner and shall not make any oral or written representations, either direct or implied, to any Customer that are negative or defamatory in nature toward us, our Service Contracts, and the home warranty industry.

III. WORKMANSHIP

A. Contractor shall guarantee the quality and workmanship of all materials and labor used on any SWO for a period of 90 days for parts and 60 days for labor.

B. All Customer complaints will be handled by Contractor within 24-hours. Contractor will replace and re-execute its own work in accordance with this Agreement and without expense to Customer and/or us.

C. Contractor shall only use materials that are free of liens and similar in quality to that being replaced. You shall remove any lien attaching to a Customer's property as a result of your covered work within 24-hours of our or Customer's request. You waive your rights to any liens on Customer's property and shall not use or cause to be issued any liens in connection with covered work under this Agreement.

D. Contractor agrees to conduct itself in strict compliance with all applicable laws, rules and regulations of all governmental authorities, consistent with the highest standard of fair trade, fair compensation and business ethics. In particular, Contractor agrees to comply with all federal, state, and local building codes, environmental and/or hazardous waste recapture and removal laws.

IV. INDEPENDENT CONTRACTOR

Contractor agrees that: (1) we must approve the use of any sub-contractor or Independent Contractor before using them to provide services hereunder, and (2) any sub-contractor or Independent Contractors used by you to provide services shall comply with all applicable provisions of this Agreement, including, without limitation, insurance, licensing, name on license, laws and State regulations, professionalism, workmanship, materials, and confidential information.

V. INVOICING & PAYMENT

A. Invoices must be submitted electronically by you via email to info@completecarehomewarranty.com - Mailed or faxed invoices will not be accepted and become unenforceable and void.

B. All invoices must be received by us within 30 days of job completion. You agreed that any invoice not submitted by you within 30 days of job completion shall become unenforceable and void. You expressly agree that you will not bring a legal action or other proceeding to collect on any invoice if it was not received within the 30-day payment period.

C. All invoiced repair work must: (1) be fully completed in a reasonable and professional manner; (2) be acceptable to all governmental authorities, and complies with all laws, rules, regulations and building codes; (3) meet our applicable price guidelines; and (4) be authorized by us.

D. All invoices must include the following: (1) our SWO number;

(2) the date and time of all visits; (3) an itemization of all parts and labor; (4) the identification of each technician performing the work on each visit; (4) and the job completion date.

E. Payment shall be due and payable net 15 days after our approval and verification of invoices. We specifically have the right to offset payments against your liabilities to us and/or unapproved invoices.

VI. INSURANCE

A. Upon signing this Agreement and at least annually thereafter (and upon CCHW's request or upon any insurance provider's change, amendment, cancellation, renewal or modification) you shall supply us with a copy and maintain the following insurance at all times during the term of this Agreement: (1) General Liability: (a) Minimum of $250,000 per occurrence for bodily injury and property damage coverage; (b) $500,000 aggregate limit for general, products and completed operations coverage, including contractual liability and care, custody, control, Independent Contractor, property damage, bodily injury, and premises coverage; and (c) shall name CCHW as additional insured. (2) Automobile Liability: Coverage for owned, hired and non-owned vehicles (listed and rated for

business use) with minimum limits of: (a) $250,000 per person; (b) $500,000 per occurrence for bodily injury; and (c) $100,000 for property damage; and (3) Workers Compensation in the state in which operations are being performed, including coverage for proprietors and partners where permitted by law, with statutory limits.

B. All Contractor's insurance shall be: (1) endorsed as primary coverage listing CCHW coverage as excess insurance; (2) occurrence-based; (3) non-contributory with our own insurance; and (4) provided by duly authorized carriers.

C. Contractor's coverage shall not be deemed a limitation on Contractor's liability hereunder, including, without limitation, damages for mold or improper services. You waive all rights, including subrogation, against CCHW and its agents, directors, employees, subsidiaries, and parent and affiliated companies for damages.

D. Contractor shall cause each Independent Contractor or sub-contractor to: (1) purchase and maintain insurance of the type and in the amounts listed above naming CCHW, its subsidiaries, and parent and affiliated companies as additional insureds; and (2) furnish certificates of insurance or copies of policies to CCHW. Certificate of Insurance should read as follows:

Complete Care Home Warranty
and/or their Subsidiaries and Affiliates
936 Kings Highway
Brooklyn, NY 11223
ATTN: Contractor Relations

VII. LICENSING

A. Contractor warrants and represents that: (1) the name on your license is consistent with the Contractor's signing of this Agreement; (2) any and all of its Contractor's licenses are held in the proper name of the individual and/or entity, (3) if applicable, is legally assigned to the business entity, in the form of business under which the business is registered; and (4) Contractor's form of business is proper and is appropriately set forth in this Agreement at the time of execution and at all times thereafter unless Contractor specifically notifies us of any such change.

B. Contractor will at all times obtain and maintain in good standing valid, current licenses and qualifications as required by applicable federal, state and local laws and regulations.

C. Contractor shall immediately provide us written notice of any changes with regard thereto including, without limitation, voluntary or involuntary license status, suspension, revocation, cancellation, lapse, disciplinary action, scope, type or change of name.

D. Contractor shall provide us with current copies of any and all applicable licenses and permits: (1) upon request: (2) upon execution of this Agreement; (3) within 15 days of any change in status, renewal, change of business form or other alteration; and (4) annually, regardless of whether any change in form, status or name has occurred. Contractor agrees that failure to do so shall be deemed a material breach of this Agreement.

VIII. INDEMNIFICATION

To the fullest extent permitted by law, Contractor agrees to indemnify, hold harmless and defend, at Contractor's expense, including expenses and attorney's fees, CCHW, its subsidiaries, parent and affiliated companies, and the agents, directors, and employees of CCHW, its subsidiaries, parent and affiliated companies against any and all actions, investigations, commenced or threatened claims, losses, liabilities, and/or damages (whether or not any indemnified party is a party thereto) alleged to have been incurred or caused, either directly or indirectly, by the acts or omissions of Contractor or any of its sub-contractors or Independent Contractors Claim in relation to any service call, any work performed, any denied or non-covered items, and/or any and all consequential damages arising out of, as a result of the performance of, and/or the attempted performance of services for our Customers. If the resolution of any Claim is reasonably expected to have a significant adverse effect on us or Contractor fails to assume the defense of such Claim within 15 days after receipt of notice of a Claim, then CCHW shall be entitled to control the defense, compromise, or settlement of such Claim (at Contractor's cost, risk and expense); provided, however, that such Claim shall not be compromised or settled without the written consent of you, which consent shall not be unreasonably withheld. If we assume the defense of the Claim, we will keep you informed of the progress of any such defense, compromise, or settlement. You shall be liable for any settlement of any action effected pursuant to and in accordance with this section and for any final judgment, subject to any right of appeal.

XI. TERM & NOTICE

A. This Agreement shall remain in effect for one year commencing on the "Effective Date" and shall be automatically renewed for successive one year periods.

B. Either party may immediately terminate this Agreement at any time by giving written notice to the other party.

C. Contractor shall immediately notify us of Contractor's insolvency or bankruptcy.

D. If Contractor does not cure any breach under this Agreement within three days after receiving notice from us, then Contractor shall be in default of this Agreement and CCHW, at its sole discretion, may seek damages, including without limitation, court costs, attorney fees, and consequential and/or secondary damages.

E. Any notice or other written communication is deemed given: (1) three days after deposit in the U.S. Mail, postage prepaid; (2) if sent by facsimile (with date/time noted); (3) if sent by e-mail with request of Delivery Receipt; or (4) on the next business day if sent overnight by priority courier.

X. TRADEMARKS

Neither party shall use, modify, or change the trademarks, logo types, customer contracts or other commercial/promotional materials of the other party without such party's prior written consent.

XI. ASSIGNMENT

Contractor shall not assign or transfer any obligations under this Agreement without the prior written consent of CCHW may assign or transfer this Agreement, in whole or in part, as it deems appropriate.

XII. CONFIDENTIAL INFORMATION

Contractor understands that it may obtain non-public, personal information related to Customers. During or at any time after the termination of this Agreement, you shall not, except as necessary to provide services under this Agreement, use or disclose any confidential or proprietary information and/or trade secrets of CCHW or the Customers including, without limitation, non-public, personal information related to Customers, financial information, manuals and procedures, SWO information and/or related costs, pricing and rate information lists to Customers, or any information or materials provided to Contractor in confidence in connection with the performance of this Agreement.

XIII. SUBMISSION TO ARBITRATION

Any controversy or Claim arising out of or relating to this Agreement, including whether a particular dispute is arbitrable hereunder, shall be resolved by submission to binding arbitration with the American Arbitration Association in the State of New York. Controversies or claims shall be submitted to arbitration regardless of the theory under which they arise, including without limitation, contract, tort, common law, statutory, or regulatory duties or liability.

XIV. OTHER

This Agreement supersedes all prior Service and/or Operational Agreements along with any negotiations, proposals and/or understandings, and constitutes the entire understanding of the parties. This Agreement shall not be modified or amended in any manner except in writing, signed by the parties. The invalidity or unenforceability of any provision shall not affect the enforceability of the remaining provisions. Our failure to exercise any of our rights does not constitute a waiver of such right. To the extent such waiver is permitted by law, the parties waive trial by jury in any proceedings.

SIGNATURE: John Ivy Digitally signed by John Ivy Date: 2020.10.29 12:01:40 -04'00' X

Name: John Ivy

Company Name: Affordable Refrigeration LLC GA

Date: 10/30/2020

Send Complete Applications via Mail or Email: info@CompleteCareHomeWarranty.com