

Contractor Application

mpany Address 1314 N Lasch	St.
ty, State Zip Lansing Minailing Address (if different from above)	48906
ty State Zip	
ain Phone Number(s) 517-484	-8805
mergency Phone Number(s) 517-99	
ispatch Fax Number	
	lecinc.com (10,0052 - po.ref)
General Email Address	
Owner's Name(s) William S. F	legler
* (if annicable)*	6112382
Tax ID Number or Social Security Number	26-4433114 si teca alsaolodii
General Liability Insurance Policy Number	* Please send a copy of your current trade license(s) for the trades that you service
Service Call Fee: \$ /20	includes up to 60 minutes in the home.
Hourly Labor Rate: \$ 90 Overtime Hourly Rate: \$ 135 Additional Information Number of Service Technicians Uniformed Employees?	after the first 60 minutes in the home. includes up to 60 minutes in the home (after-hours rates). Number of Service Vehicles Vehicles? ■ YES □ NO
Service Call Fee: \$ 100 Hourly Labor Rate: \$ 90 Overtime Hourly Rate: \$ 135 Additional Information Number of Service Technicians 5 Uniformed Employees?	after the first 60 minutes in the home. includes up to 60 minutes in the home (after-hours rates). Number of Service Vehicles 3
Service Call Fee: \$ 100 Hourly Labor Rate: \$ 90 Overtime Hourly Rate: \$ 135 Additional Information Number of Service Technicians Uniformed Employees? YES YES Please check the trades your company so the conditioning	after the first 60 minutes in the home. includes up to 60 minutes in the home (after-hours rates). Number of Service Vehicles Vehicles YES NO
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Service Call Fee: \$ 100 Hourly Labor Rate: \$ 90 Overtime Hourly Rate: \$ 135 Additional Information Number of Service Technicians 5 Uniformed Employees? YES YES Heating Heating Plumbing Appliances Service Technicians 5 Please check the trades your company s Air Conditioning Plumbing Appliances Service Technicians 5 Please check the trades your company s Electrical Systems	after the first 60 minutes in the home. includes up to 60 minutes in the home (after-hours rates). Number of Service Vehicles
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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:

**Please attach any additional cities and zip codes.

Borto and Equipp	nent		Making Address (8 directed from above)
Mark-Up on Parts and Equipn	Note:	mark-ups a	are on wholesale cost of parts and equipment.
	Regular R	lates	CCHW Rates
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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.

All Contractor's insurance shall be: (1) endorsed as primary coverage listing CCHW coverage as excess insurance; (2) occurrencebased; (3) non-contributory with our own insurance; and (4) provided by

duly authorized carriers.

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.

Contractor shall cause each Independent Contractor or subcontractor 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

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.

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.

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.

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.

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.

TERM & NOTICE

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

Either party may immediately terminate this Agreement at any

time by giving written notice to the other party.

Contractor shall immediately notify us of Contractor's C.

insolvency or bankruptcy.

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.

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.

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.

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.

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.

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.

OTHER XIV.

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.

	ATURE: _	-	_			^
Name	w:	liam	S. F	legler		
Comp	any Nam	e: Uni-	ted E	lectrical	1 Contra	ctos
Date:	11/11	1/20				



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

Company Name	dont not have the testhority to bind or commit CCHW
Address	iss. Italiar will provide and pay for all parts, installuts. Insurances, and aquipment, including applicable sales tax
City, State, Zip	read to an "SWCat" manipular fee seems orange. There shall draw a charge us ration and forth to agreed upon the ration and a charge us ration and forth to agreed upon
Owner's Name	receiving a StAC. Control docstrall make givery responsible the CCHW control houler hereingfor inferiors as loss

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

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

Signature —

Date 11/19/20