

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

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

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