

Locally Owned and Operated Since 1985

14 Months of Buyer Protection

Seller Protection at No Additional Cost

Complimentary Seller Pre-Inspection Available

Low Co-Pay

Refrigerator Included on All Plans

> Covering All of Colorado





SELLER • BUYER • INVESTOR



WHY CHOOSE BLUE RIBBON?

Blue Ribbon Home Warranty is here when you need us, all day, every day. Our team has you covered with our top-quality, local contractors and award-winning service.

BENEFITS FOR BUYERS

Protect your budget from common, unforeseen repairs Access to top local contractors Supplements your homeowners insurance Renewable and transferable



BENEFITS FOR SELLERS

Safeguard your home while on the market Complimentary pre-inspection* Competitive advantage to potentially sell your home faster by attracting more buyers Reduce post-sale liability



HOW DOES IT WORK?

Call or go online to file a claim 24/7 Emergency Service Our friendly service staff will dispatch an approved contractor Low \$75 co-pay due at time of service* *Subject to terms and conditions of the contract



303.986.3900

WHAT IS COVERED UNDER A BLUE RIBBON HOME WARRANTY?

COVERED ITEMS			
	SILVER	GOLD	PLATINUM
Heating System	•	•	٠
Ductwork	•	•	•
Plumbing System	•	•	•
Water Heater	•	•	•
Electrical System	•	•	•
Refrigerator	•	•	•
Oven/Range	•	•	•
Dishwasher	•	•	•
Built-in Microwave	•	•	•
Garbage Disposal	•	•	•
Trash Compactor	•	•	•
Kitchen & Bathroom Exhaust Fans	•	•	•
Built-in Whirlpool Tub	•	•	٠
Central Vacuum	•	•	•
Ceiling Fan	•	•	•
Doorbell (wired)	•	•	•
Garage Door Opener	•	•	•
Sump Pump	•	•	•
Washer		•	•
Dryer		•	•
Central A/C, Evaporative Cooler, Heat Pump or Whole House Fan		٠	•
Blue Ribbon Premier Upgrade			•
Maintenance Plan			•
2nd Garage Door Opener			•
3 Items from Additional Items Menu			•

Additional or duplicate items available for ALL plans

- Heating system
- A/C, evaporative cooler or whole house fan
- Water heater
- Refrigerator
- Stove
- Built-in double oven
- Over the range microwave
- Dishwasher
- Trash compactor
- Central vacuum
- Garbage disposal
- Washer
- Dryer
- Garage door opener
- Gas fireplace
- Sump pump
- Well pump
- Septic tank
- Sewage ejector pump
- Pool
- Hot tub
- Pool & hot tub with common equipment
- Blue Ribbon Premier Upgrade
- Preventive Maintenance Check & Cleaning
- Supplemental Coverage See contract for details

4 or 10 year New Construction plans available Call for special pricing on multiple unit dwellings

BlueRibbonHomeWarranty.com



WARRANTY Application

Enrolling is easy!

Email: applications@brhw.com Online: BlueRibbonHomeWarranty.com Electronically: CTMeContracts Phone: 303.986.3900 or 800.571.0475

95 S. Wadsworth Blvd. Lakewood, CO 80226

Address of property covered 🖵 Vacant

City	State	ZIP

Warranty ordered by Listing Agent Buyer Agent Seller

Buyer Lender Other (list name) ____

Was warranty requested in a real estate contract? Provide name of requesting party: _____

Premium to be paid by
Listing Agent
Buyer Agent
Seller
Lender
Other (list name)

HOME SELLER

Seller's Name _____

Jeller 3 N

Phone

_____ Email_

□ Pre-Inspection for Seller Only (See Contract for Details)

For seller coverage on the heating and/or cooling systems during the listing period, preinspection box must be checked. All covered systems and appliances must be operational at time of inspection. If warranty is cancelled prior to closing and premium is not paid, the Seller/ Realtor will be charged a \$75 fee for pre-inspection and Seller/Realtor will be responsible for all charges incurred by Company. Pre-inspection may not be available in some areas.

HOME BUYER

Buyer's Name		
Phone	Email	
🗅 Seller 🖵 Buyer		

Mailing address if not same as covered property

AGENT INFORMATION

Seller's Agent Name				
Company				
Address				
City		ZIP		
Phone				
Buyer's Agent Name				
Company				
Address				
City		ZIP		
Phone	Email			
CLOSING INFORMATION				
Title Company				
Address				
City	State	ZIP		
Closer's Name				
Phone				
Fmail				

1. SELECT YOUR COVERAGE

Single Family Residence

Silver Plan	🖵 14 months \$419	🖵 2 years \$699	\$
Gold Plan	🖵 14 months \$529	2 years \$889	\$
Platinum Plan*	🖵 14 months \$879	🖵 2 years \$1,469	\$
Gold New			
Construction	🖵 4 years \$609	🖵 10 years \$1,929	\$
Platinum New			
Construction*	🗖 4 years \$1,109	🖵 10 years \$3,549	\$
Call for pricing on du	uplex, triplex and fourplex	properties or multi-family	units
Condo or Tow	n Home		
Silver Plan	🖵 14 months \$369	🖵 2 years \$619	\$
Gold Plan	🖵 14 months \$479	🖵 2 years \$809	\$
Platinum Plan*	14 months \$819	🖵 2 years \$1,369	\$
Gold New		•	
Construction	🖵 4 years \$549	🖵 10 years \$1,749	\$
Platinum New			
Construction*	4 vears \$1 059	10 vears \$3 079	\$

*Choose 3 additional items from Section 2

2. ADD ADDITIONAL OR DUPLICATE ITEMS Use this section to add additional items, duplicates, or to choose 3 additional items for Platinum Plan (hot tub. pool, or the combination each count as 2 additional items)

or riadinality land (not cas) pool, or the combination cach count as 2 additional terms)				
\$125 Heating system	🖵 \$60 Gas fireplace			
■ \$125 A/C, evaporative cooler	\$95 Water Heater			
or whole house fan	🗖 \$40 Sump pump			
\$95 Refrigerator	🖵 \$90 Well			
❑ \$50 Stove	🗖 \$50 Septic tank			
\$95 Built-in double oven	\$75 Sewage ejector pump			
🗅 \$50 Dishwasher	□ \$150 Pool			
\$50 Built-in microwave	📮 \$150 Hot tub			
\$40 Garbage disposal	📮 \$195 Pool & hot tub combo			
🕽 \$50 Washer	(with common equipment)			
🕽 \$50 Dryer				
☐ \$50 Garage door opener				
\$75 Blue Ribbon Premier Upgrade				

- **\$75** Preventive Maintenance Check & Cleaning
- \$125 Supplemental Coverage

See contract for details

3. TOTALS

Additional options and upgrades \$	

Total due

We accept Visa, Mastercard and Discover by phone

Please make checks payable to Blue Ribbon Home Warranty By submission of this application, the applicant agrees to be bound by the terms and limitations of the coverage contract (available in brochure and online) and authorizes escrow/closing agency or others to pay total warranty fee to BRHW, Inc.

WAIVER OF COVERAGE

□ I have read the terms of this contract and decline the benefits of this coverage

C:		_
Sigi	าatur	e

Date ___

Broker and agent offer this service in the best interest of their clients and receive no commission or compensation

ASK ABOUT OUR DISCOUNTS

6/2022

303.986.3900

SAMPLE CONTRACT SELLER, BUYER, INVESTOR, REALTOR AND REAL ESTATE SERVICES IN COLORADO

Blue Ribbon Home Warranty ("Company") will repair or replace at Company's sole option, those systems and appliances that are covered by the terms and conditions of this contract when they become inoperative due to normal wear and tear mechanical failure. Coverage is available for Homes, Condominiums, Townhomes, Duplexes, Triplexes, Fourplexes, Investment Properties, Manufactured, and Mobile Homes (manufactured after 1967). Coverage on lease options is available for lessee only. Limitations on coverage, terms and conditions are set forth in this contract.

Seller Coverage (not available on 12 Month Warranty): Begins after receipt and acceptance of application by Company and a confirmation number is issued. Seller coverage is at no additional charge. Coverage is for the term of the listing period with a maximum of 9 months. If the property is under contract when application is received and confirmation number issued, coverage will be provided for a maximum of 60 days. If requested, Seller coverage may be extended for an additional prorated fee. Seller/Listing Agent will be responsible for all costs incurred by Company if the warranty is cancelled.

Complimentary Pre-Inspection (Seller only): For the heating and/or cooling systems to be covered during the listing period, a pre-inspection must be requested and approved by Company. Upon an approved inspection of the heating and/or cooling system(s) and satisfactory results, as solely determined by Company, coverage will be provided subject to the exclusions and limitations included herein. In the event the warranty is not purchased, and the pre-inspection has been completed, the Seller/Listing Agent will be charged a \$75 fee for the inspection and the Seller/Listing Agent will also be responsible for all charges incurred by Company. Pre-inspection may not be available in some areas.

Buyer or Investor Coverage: Begins day of closing if contract fee is received within 10 days after closing and contract is accepted by Company. Coverage continues for paid term listed on contract. Standard coverage is 14 months. Subject to exclusions and limitations contained herein.

DECLARATION

1. Covered items must be in place and in good and safe working order at the start of coverage. Buyer and Investor shall provide Company with copy of inspection report performed at time of purchase. Approval of claims made under this contract is subject to receipt from Buyer or Investor of inspection. Failure to provide an inspection report does not void this contract and/or extend the period of coverage but may affect the processing of and/or payment of any claims made under this contract. Known defect or defects found at the time of the inspection are excluded from coverage until Company receives proof of completed repair.

a. If Seller, Buyer, or Investor fails to obtain a qualified inspection report, as stated above, prior to submitting a claim under this agreement, then Company may obtain the opinion of a qualified service technician, chosen solely by Company, to determine whether the claim is the result of a pre-existing condition. The opinion of the service technician shall be binding on all parties as to whether the claim is the result of a pre-existing and/or non-covered condition. Unknown pre-existing conditions will be covered if, at the time coverage began, the defects or malfunction would not have been known to the Seller, Buyer, Real Estate Agents, or Home Inspector by visual inspection and by operating the system or appliance.

b. This contract only covers items within the perimeter of the main foundation (primary systems and appliances) and/or perimeter of the attached or detached garage and only covers one of each listed item unless duplicate systems or duplicate appliances have been paid for. Unless an item is listed as being covered, it is excluded.

2. Additional Coverage may be added to contract within the first 30 days if items are in good and safe working order.

3. Company is not liable to perform routine maintenance without the addition of the Preventive Maintenance plan.

4. No warranty or guarantee given by any outside person, firm or corporation shall be binding on Company.

COVERED SYSTEMS

SILVER PLAN:

Plumbing: Leaks or breaks in water, waste, vent or gas lines, angle stops, risers, gate valves, shower and tub valves, toilet mechanisms, wax ring seals, stoppage in interior drain, waste, and vent lines, permanently installed sump pumps, built-in bathtub whirloool (drain and fill) motor and pump assemblies garbage disposal and water heater. When necessary, water heater replacement will be with like capacity up to 50 gallons. Excluded: Plumbing fixtures (faucets, sinks, toilets, tubs, showers, enclosures and base pans), urinals, power flush mechanisms, under sink instant water dispensers, electronic controls, touch controls, caulking, grouting, stoppage in incoming water lines, water flow restriction caused by chemical or excessive mineral deposits, insufficient or excessive water pressure, pressure regulators, main sewer line, water softeners, septic tanks, sewage ejector pumps, recirculating pumps, sprinkler systems, saunas, steam rooms, timers, collapsed pipes, polybutylene lines or abs (manufactured in the mid-1980s) plastic piping, tanks (oil, pressure, expansion, storage or sidearm unit, etc.), sedimentary buildup, hose bibs or blockages caused by foreign matter. Dedicated plumbing associated with excluded items is excluded.

Electrical: Main panel, sub panels, breakers, switches, outlets, wiring, ground fault interrupters, junction boxes, exhaust fans, ceiling fans, doorbells, and garage door opener. Excluded: Lighting fixtures, remote transmitters, light kits, fan blades, attic fans, intercom, burglar, smoke and fire alarms, chimes, low voltage lighting controls, garage door, springs, tracks, photo eyes, transmitters, security touch pads, and electrical panels that have lost their UL listing. Dedicated electrical associated with excluded items is excluded.

Appliances: Oven, range, dishwasher, trash compactor, built-in microwave oven, central vacuum system (motor), refrigerator (including icemaker and dispensing equipment). Note: Built-in double wall oven will be covered as a typical oven if additional fee has not been paid and it is the only oven. Excluded: Clocks or self-deaning mechanisms (unless it affects the function of the oven), timers, rotisseries, meat probes, interior lining, door glass, tubs, water reservoirs, refrigerant and refrigerant recapture, linear compressors, ceramic and glass stove tops, sensi-heat burners, portable dishwashers, countertop model microwave ovens, knobs, handles, racks, shelves, doors, lights, tracks, removable baskets, lock and key assemblies, springs, hinges, multi-media displays and food spoilage.

Heating Systems: Gas, electrical, electrical perimeter heating, baseboard convectors, hot water heat system, burners, thermostats, motors, gas valves and relays. Note: Dual pack or Heat pump (air, water, or ground geothermal) is covered if plan includes heating and cooling system coverage. Excluded: Heat exchanger not covered for the first 30 days (Buyer and/or Investor only) waived if Company approved inspection report has been received by Company, portable units, wall units (that are not main source of heat to the home), filters, electronic air cleaners, humidifiers, tanks (oil, pressure, expansion, storage, sidearm unit, etc.), circulating pumps, fill valves, backflow preventers, purging, steam systems, glycol filled systems, stoppages in water lines, water flow restrictions, chemical or mineral deposits, baseboard casings, fireplaces and fireplace key valves.

Ductwork: Sheet metal that has become detached at the registers or grills. Excluded: Flue ducts, vent dampers, power vent units, zone damper systems, registers, grills, collapsed, crushed, or improperly sized systems.

GOLD PLAN: Covers all Silver Plan items, plus washer, dryer, one cooling system (ducted air conditioner, evaporative cooler, or whole house fan).

PLATINUM PLAN: Covers all Gold Plan items, plus Blue Ribbon Premier Upgrade, Preventive Maintenance check and cleaning, a second garage door opener, and three items from additional items list on application (items must be included in sale and in good working order when they are added). Note: Hot tub, pool, or the combination each count as two additional items.

NEW CONSTRUCTION PLAN: Covers all Gold Plan items that come with your new home. Coverage begins on the 2nd year of ownership and continues for 4 or 10 years thereafter. Brand new additional appliances can be added the first 30 days and coverage will begin the 2nd year and continues for 4 or 10 years thereafter. Excluded: Defects in the manufacturer's, builder's, contractor's, or trade person's workmanship.

PLATINUM NEW CONSTRUCTION PLAN: Covers all Platinum Plan items that come with your new home. Coverage begins on the 2nd year of ownership and continues for 4 or 10 years thereafter. Brand new additional appliances can be added the first 30 days and coverage will begin the 2nd year and continues for 4 or 10 years thereafter. Excluded: Defects in the manufacturer's, builder's, contractor's, or trade person's workmanship.

ADDITIONAL COVERAGE

Choose from additional items list on application for pricing or adding duplicate and/or additional items to a plan.

BLUE RIBBON PREMIER UPGRADE (included in Platinum Plan): Appliances: rollers, racks, removable baskets, rotisseries, handle knobs, buckets, lights, hinges, springs, suspension systems, lock and key assemblies and shelves. Air conditioning: window unit. Garage door: hinges, springs and remote. Plumbing: main sewer line cleaning, faucets, shower heads and arms, toilet tank and bowl (2 pieces white), urinals, power flush mechanisms, hose bibs (excludes freezing), pressure regulators and under sink instant hot water dispensers.

PREVENTIVE MAINTENANCE CHECK AND CLEANING (for Buyer or Investor only, included in Platinum Plan): At your request and with the payment of the co-pay per item, we will perform one preventive maintenance check per covered item during the term of this contract at owner's request on any of the following covered items: kitchen appliances, laundry appliances, water heaters, heating and cooling systems, and garage door openers. Note: Co-pay is not waived on renewals.

SUPPLEMENTAL HEATING COVERAGE: Additional coverage for boiler: circulating pumps and fill valves, code upgrades associated with necessary heating system, air conditioner and water heater replacement, power vents.

Ducted Air Conditioning System, Evaporative Cooler or Whole House Fan: Compressors, condensers, motors, thermostats, and refrigerant leaks. Note: Coverage on the cooling system is contingent upon receipt of Company approved inspection report done while unit is up and running. If Company approved inspection has not been performed, please call Company to schedule discounted inspection (cost \$75). Inspections done May through October, weather permitting. Excluded: Refrigerant and refrigerant recapture, conversion, condenser casings, roof jacks, stands, filters, electronic air cleaners, gas air conditioners, window and wall units that are not ducted. Note: If Company determines that the air conditioning unit must be replaced, Company will replace with comparable unit meeting current federal, state and/or local government efficiency standards.

Washer and/or Dryer, or Laundry Center: All mechanical parts. Excluded: Plastic mini-tubs, suspension systems, soap dispensers, filter screens, knobs, dials, springs, hinges, venting, lint screens, and damage to clothing.

Gas Fireplace: Gas valves, pilot assemblies, thermocouples, thermopiles, and blower fans. Excluded: Manufactured logs, glass doors and remotes.

Pool and/or Hot Tub (including Saltwater Pool): All parts of the heating and pumping systems. Pool and/or hot tub (including exterior hot tub) are covered if they use common equipment. If they do not use common equipment, only one or the other is covered, unless an additional fee is paid. Note: Coverage on the hot tub and/or pool is contingent upon receipt of Company approved inspection report done while unit is up and running. If Company approved inspection has not been performed, please call Company to schedule discounted inspection (cost \$75). Excluded: Pool sweep motors, lights, liners, filtration systems, jets, control switches, computerized control boards, ozonators, fuel storage tanks, built-in or detachable cleaning equipment including pop-up heads, turbo valves or covers.

Well Pump: All parts of well pump used for main dwelling only. Well must be primary water source to residence. Excluded: Well casings, tanks (pressure, expansion, holding, storage, etc.), pumps, compressors, gauges, piping, control panels, electrical lines leading to or connecting pressure tanks and main dwelling, or re-drilling of wells.

Septic/Dry Refuse Tank (for domestic use only): Company will clear main line stoppages that can be cleared through an existing access. If the stoppage is due to septic backup, we will pump the septic tank once during the contract term. Excluded: Broken or collapsed sewer lines, roots, stoppages that prevent the effective use of any sewer machine cable, cost of finding or gaining access to septic tanks, cost of sewer line hookups, disposal of waste, chemical treatment of the septic tank and/or sewer lines, tanks or leach lines, cesspool, any mechanical pump or systems and excavation.

Sewage Ejector Pump/Lift Station: Failure of ejector pump if located within the main dwelling. Excluded: Sewer line and inaccessible pump.

TERMS OF COVERAGE

Service: When service is needed, you must contact Company directly within three days after the problem is discovered, service@brhw.com, 303.986.3900, or Toll Free 800.571.0475. Company accepts service calls 7 days a week, 24 hours a day.

1. Service technicians are chosen by Company, in its sole and absolute discretion. Seller, Buyer, Investor, or their Tenant agree to pay the \$75 co-pay for each service call and are responsible for all charges, if not covered. If technician is not available, Company may authorize Seller, Buyer, Investor, or their Tenant to contact a local technician. Company will reimburse for covered claims with a valid authorization code (minus co-pay) on invoices submitted within 30 days of claim. Seller, Buyer, Investor, or their Tenant are responsible for any trip/fuel charges that may be assessed and for missed service calls. Payment should be made to Company's service technician at the time the work is performed. Company will have no further responsibility under this contract and will not respond to any new request for service when any previous bills are outstanding. Failure to pay such fees will result in suspension of coverage until the fees are paid. At that time, coverage will be reinstated, but the contract period will not be extended.

2. Service Guarantee: A service technician will respond within 24 hours of your placed service call to schedule an appointment, or the co-pay may be waived. Seller, Buyer, Investor, or their Tenant are required to be available for contact, service and to establish necessary appointments. Limitations: Weekends and holidays (weekends and holidays begin at 5 p.m. the previous day). Non-emergency repairs will be made during normal business hours. If Seller, Buyer, or Investor, or their Tenant should request Company to perform non-emergency service outside of normal business hours, they will be responsible for payment of additional fees, including overtime. Reasonable efforts will be made to expedite service in emergency.

3. Any repair or replacement of systems and appliances under this contract is warranted for 30 days. If such system or appliance fails for similar reasons after this time, an additional co-pay will be incurred by the Seller, Buyer, Investor, or their Tenant to address the problem. Co-pays and charges will be paid by the Seller, Buyer, Investor, or their Tenant in accordance with the service technician's usual rate schedule existing at the time that services are rendered. There may be an additional fee charged by the service technician to dispose of old system and appliance after completion of work.

4. Any calls for service must be made within the contract period.

EXCLUSIONS AND LIMITATIONS OF LIABILITY

 Company has the sole right to select the technician to perform service, is not liable for service performed without its approval and will not reimburse the policy owner for unauthorized repairs.

2. Company has the sole right to determine whether to correct a malfunction by repair or replacement. Parts and replacements will be with similar quality and efficiency, except as noted in contract. Company is not responsible for matching dimensions, brand, or color of covered items or for repairs arising from manufacturer's recall of covered items or any items while still under an existing manufacturer's, distributor's or other warranty. Company is not responsible for the disposal of any items, including any haul-away fees.

3. This contract does not cover systems or appliances for repairs, upgrading or replacements required as a result of improper

installation or design, the use of improper materials, inadequate wiring, capacity, lack of efficiency, overbads, power failures, missing parts, failure to clean or maintain, neglect, misuse, noise, rust, corrosion, parts not available, discontinued parts, fire, smoke, earthquake, storms, lightning, flood, water, freezing, roots, theft, accidents, war, riots, vandalism, settlement of earth, pest or pet damage, acts of God, conditions beyond Company's control and any problems caused in any fashion as a result of asbestos or other toxic materials.

4. Company will not upgrade or pay for additional cost or expenses that may be required to complete repairs due to, but not limited to, building or zoning code requirements or violations and connection or disconnection from public utilities. This includes city, county, state, federal and utility regulations, and upgrades required by law and cost of permits, if required, at time of service.

5. If Seller, Buyer, Investor, Tenant, or other service technician alters, installs, repairs, or modifies any system or appliance covered by this contract or damages it during any remodeling, installs, repair or misuse, Company is no longer obligated to provide coverage or service regarding that item.

6. This contract does not cover systems or appliances that are underground, encased in concrete or otherwise inaccessible. Company will restore drywall to a rough finish when it is necessary to open walls to complete covered repairs. Company is not responsible for trim, texture, paint, wallpaper, tile, wood, carpet, or the like which in any respect may be damaged as a result of Company's attempts to repair or replace systems and appliances covered by this contract. Company is not responsible for the costs of finding, gaining, or closing access to covered items or for additional charges to remove or install related or non-related equipment to make a covered repair or replacement.

 Sellers', Buyers', and Investors' only remedy for damages from liability claim against Company, regardless of the form of action, shall not exceed the reasonable market cost for repair or replacement of item in dispute and shall not include consequential, secondary, special, punitive, or other damages.

8. Company is not responsible to repair or replace systems and appliances classified by the manufacturer as "commercial" or commercial equipment modified for domestic use, or residential properties used in a commercial venture.

9. Common systems, appliances, areas, and facilities are not covered unless the plan is for an approved duplex, triplex or fourplex property and owned by the party named in this contract. Units of five or more must be covered individually.

10. Solar systems, equipment, and components, including solar heating and hot water systems and holding tanks, are not covered.

11. Electronic or computerized management and appliance management systems are not covered.

12. Maximum coverage shall be up to \$2000 for each covered gas, electrical and hot water heating system, heat pump, dual pack, air conditioner or evaporative cooler, \$1600 for electrical system, hot tub or pool, \$1500 for each built-in double wall oven (double coverage not available on built-in double wall oven), \$1400 for Supplemental Coverage (per contract term), \$1200 for each well pump, \$1000 for each water heater, refrigerator, gas fireplace, \$800 for each whirlpool tub, laundry center, \$600 for each sewage ejector pump, garage door opener, kitchen or laundry appliance, \$500 for septic system pumping per contract term, \$250 for hood, kitchen or bathroom exhaust fans, lead or galvanized piping, icemaker (icemaker repairs also count towards refrigerator maximum), \$120 for each drain cleaning, ceiling fan, and \$120 for each Blue Ribbon Premier Upgrade item (per system per contract

term). Coverage on kitchen and laundry appliances may be doubled (except for built-in double wall oven) for an additional fee per item. If refrigerator coverage is doubled, ice maker maximum will also be doubled. Company reserves the right to issue cash settlement on any item covered by contract in lieu of repair or replacement. Cash settlements are based on our negotiated rates with our suppliers for repairs or replacements, which may be less than retail rates. Accounts receivable and outstanding balances may be deducted from any claims over \$100. An administrative fee, up to 8%, will be charged on all monthly billings. Cash settlement transactions are valid for 90 days.

13. Foundation or structural elements, including but not limited to walls, concrete, beams or similar structural components and cosmetic defects or design flaws are not covered by this warranty.

14. This contract may be governed by the provisions of the "Colorado Consumer Protection Act" or the "Unfair Practices Act", Articles 1 and 2 of Title 6, C.R.S. and the homeowner may have a right to civil action under such laws, including obtaining the recourse or penalties specified in such laws.

15. The losing party in any legal dispute involving this contract shall pay the prevailing party's court costs and attorney fees.

16. Please see Declarations, Covered Systems and Additional Coverage sections for additional limitations.

CANCELLATION AND TRANSFER

1. Company may declare this contract void:

a. in the event of fraud or of material misrepresentation by Seller, Buyer, Investor, Real Estate Agent or Representatives of any fact or circumstance relating to the systems or appliances covered by this contract

 ${\bf b}.$ premium, co-pay, or accounts receivable not paid. Accounts receivable may be turned over to collections if not paid within 60 days.

c. in the event of a threat to harm, or actual harm to the safety or well-being of Company, any employee of Company, technician, inspector, or any property of Company, technician, or inspector.

2. This warranty policy is transferable; agreement remains with the property and may be extended for an additional fee.

3. Seller, Buyer or Investor may cancel this policy upon 10 days written notice to Company and shall be entitled to a pro rata refund of the paid contract fee for the un-expired term, less an administrative fee (10% of the contract price) and any service costs incurred by Company.

RENEWALS

1. Upon receipt of payment, Company may elect to renew this contract at Company's option, contract owner will be notified by mail and contracts are for 12 months of coverage.

 Fourth term of coverage will be provided free, upon property owner's request, if Company has paid no claims for three consecutive terms. New Construction Plans excluded.

 Seller, Buyer and Investor acknowledge that each party or parties have read, understand, and agree to the terms and conditions of this contract and acknowledge receipt of an exact copy of this contract.

Ву		ByTerry Lane	6/1/2022
WARRANTY RECIPIENT	DATE	PRESIDENT	DATE

BLUE RIBBON HOME WARRANTY, INCORPORATED

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