



SELECT

HOME WARRANTY



**SHIELD YOUR WALLET.
SHIELD YOUR HOME.**



About our Service Network

Our service partner network is the face of Select Home Warranty (SHW). When our customers experience a home system breakdown, they rely on us to connect them with a top-quality contractor. By doing so, SHW removes the hassle for the homeowner while helping them shield their wallet. At the same time, SHW provides an outstanding opportunity for our service partner network. Each homeowner you visit can become a lifetime customer without the expensive acquisition costs in the home services industry.



Who is Select Home Warranty?

Homeowners across America have faith in choosing SHW to protect their major home systems and appliances. SHW pays for the repair or replacement of covered items that fail down due to normal wear and tear.

Select Home Warranty:

- Leading provider of home warranty and home service contracts in North America with more than 10-years in the home services industry
- 24-hour emergency homeowner assistance with a network of qualified service professionals
- The service network includes service professionals in the plumbing, appliance, electrical, HVAC, and other residential trades
- Corporate office located in Mahwah, New Jersey, with domestic operating locations in Brooklyn, New York and The Woodlands, Texas



A proven way to grow your business.

Advertising does not always provide a great return on your investment. In fact, in many markets, advertising has become a bidding war that drives businesses' additional costs. A service work order from SHW is a free lead. We send you service work with no advertising expense. We put you face-to-face with a potential new customer, resulting in repeat business or additional family and friends' referrals.

A relationship-focused home services provider.

SHW has assembled an industry-leading service partner management team that is relationship-focused! Our goal is to develop meaningful relationships with our service partners, maximizing both businesses' value.

Your SHW point of contact will aim to continuously promote the relationship between your organization and SHW by developing a strategic path for your success and constant support to help realize success.

Further, each of our point of contacts commits to:

- A genuine commitment to foster a solid business to business relationship
- Responsiveness to inquiries and a sense of urgency towards your requests
- A willingness to share industry best practices
- Performance feedback which will allow you to monitor your network standing
- Goal setting and strategic direction
- Telephone calls just to check-in
- Pre-Approval Limits

Partnership requirements

All applicants are required to:

- Be fully licensed in their trade(s) where applicable.
- Maintain commercial general liability insurance with a limit of not less than \$250,000 per occurrence and \$500,000 in the aggregate
- Maintain coverage for automobile insurance for owned, hired, and non-owned vehicles (listed and rated for business use) in the amount of \$250,000 per person and \$500,000 per occurrence for bodily injury
- Maintain workers' compensation, including coverage for proprietors and partners where permitted.
- List Select Home Warranty as a certificate holder and additional insured.
- Return signed membership application with contractual terms.
- Completed W9

General Coverage and Claim Information

- SHW's coverage is geared toward mechanical failures that occur due to normal wear and tear; maintenance, abuse, etc., generally fall outside coverage guidelines.
- All service partners must offer a minimum of a 60-day workmanship guarantee from date of completion. If SHW supplies the part, you are responsible for warranting labor was correctly done. If the service partner provides the part, the workmanship guarantee is for both the part(s) and labor.
- Validation of recall determined by Authorization Department.
- Using SHW Parts/Equipment can help your provider rating.
- Customer Deductible is the maximum amount the customer will pay towards the covered portion of any claim. Deductible ranges from \$45.00-\$125.00.





Our Service Process

STEP: 1

Request for Service

- a. The policyholder notifies SHW of Service Request
- b. Claim Number provided to the policyholder
- c. The deductible amount is communicated to the policyholder
- d. SHW assigns a service partner to the work order based on the overall service partner rating
- e. The service partner and the policyholder agree to an appointment time
- f. The service partner uses the dispatchme application to inform SHW when an appointment is scheduled and disposition claim status throughout the claim process.

STEP: 2

Diagnosis Performed

- a. The service partner arrives onsite for the scheduled appointment
- b. The service partner performs a diagnosis (not to exceed 30-minutes)
- c. The service partner collects the service call fee, up to the customers deductible and applies the amount towards the covered portion of the claim

STEP: 3

Report Findings / Effect Repair

- a. Before performing any repairs, the service partner calls the SHW Authorization Department to report findings
- b. The service partner provides an accurate and complete synopsis of system/appliance failures
- c. The service partner obtains a claim decision from SHW
- d. The service partner performs authorized repairs

STEP: 4

Customer Close-Out / Invoicing

- a. The service partner ensures the customer is satisfied with the repair
- b. The service partner remits their invoice for payment

Calling Authorization

SHW values your time and will aim to have someone promptly answer your call for authorizations. To help expedite the accuracy and complete handling of your approval request, please be prepared for the following:

STEP: 1

Verification Process

- a. We will ask for the SHW Work Order Number
- b. We will verify the name of your company to ensure there are no payment issues
- c. We will ask for the caller's name and the name of the service technician
- d. We will ask you to verify the customer's complete address

STEP: 2

Capture Item Attributes / Provide Diagnosis

- a. We will ask that you provide system information such as manufacturer, model, serial number
- b. We will ask that you provide system attributes such as fuel source, BTU's, efficiency capacity, # of cycles, SEER rating
- c. We will ask you what parts/components are defective
- d. We will ask you for the cause of failure
- e. We will ask you what parts are needed to restore the system to proper operation

STEP: 3

Job Bid

- a. We will ask you to provide an itemized job bid (time and material structure)
- b. Your service call fee should include your trip to the home and first 30-minutes on the job site
- c. Your labor hours should be quoted in 15-minute increments
- d. We will ask you to have part numbers for ALL replacement parts
- e. We will ask you to itemize certain services such as reclaim of refrigerant, permits, code requirements, disposal

STEP: 4

Claim Decision

- a. The Coverage decision is made based on the customer's contract guidelines
- b. The primary function of coverage is to repair mechanical failures
- c. **Do not** speculate or hint at coverage
- d. If service falls outside of warranty guidelines, you can still perform work for the customer (COD with customer approval)
- e. Perform only work which SHW has approved

Sample Authorization Call

Sample Inquiry/Question	Sample Answer
Thank you for calling SHW, what is your claim number?	718291
Can you please verify the name of your organization?	The Best Home Services, Inc.
Can you please provide the name of the service tech and your name as a caller?	Jim/Jim
Can you please verify the customer's info, including address and telephone numbers?	123 Anywhere Drive, Anywhere, TX 77381 (xxx)-xxx-xxxx
What Item are you working on today?	Clothes Washer
Where is the clothes washer located?	Laundry Room
And is this the only known clothes washer in the house?	Yes

Sample System Specific Questions	Sample Answer
Who is the manufacturer of the clothes washer?	General Electric
What is the model number of the clothes washer?	GFW850SPN0DG
What is the serial number of the clothes washer?	21A21B29302
What was the manufactured date?	Jan/2021
Is the clothes washer top or front load?	Top
What color is the clothes washer?	Silver
How many Cycles?	6
Does it have a steam setting?	No
How many cubic feet?	5.0
Is the clothes washer still under a manufacturer warranty?	No

Diagnostic and Repair Bid Sample Questions	Sample Answers
What parts have failed on the clothes washer?	Drain Pump
What was the cause of the failure of the pump?	Ordinary Wear and Tear
What is the part number needed to restore the clothes washer?	WH11X29539
What is the cost of the part?	I would like SHW to supply the part.
Is the clothes washer top or front load?	Top
How much labor time is needed to install the part?	.50 hours at our contracted rate of \$60.00 per hour
Please verify your service call fee charge for today is \$60.00	\$60.00
Amount collected from customer?	\$75.00 co-pay
Please confirm, if approved, that SHW would provide the drain pump and would pay you \$45.00 (\$60 labor + \$60 service call fee less the \$75.00 you collected?)	Yes.

Rate Structure

Time & Material Job Bidding

SHW's **preferred** method of job bidding is a time and material estimating system. Time and Material estimating is a quoting practice that provides an itemized breakdown of charges to complete a job. Service Providers should be prepared to deliver an itemized cost of parts, labor, a service call fee, and other miscellaneous expenses when contacting the Authorization Department.

The following is an example of an itemized job bid:

Item	Qty	Unit Price	Total
Light Switch	2	\$2.00	\$4.00
Receptacle	2	\$2.00	\$4.00
Labor to Install	1.5 Hours	\$60.00	\$90.00
Service Call	1	\$60.00	\$60.00
Total			\$158.00
Customer Paid(Deductible)			-\$75.00
Total Approval Request			\$83.00

Parts Mark-ups

Providers who are successful with our rating system customarily install our parts the majority of the time. For truck stock parts, please follow the SHW preferred mark-up guidelines and quoting structure. The maximum mark-up structure is:

Wholesale Parts Cost	% Mark-Up to SHW
\$0.00 - \$25.00	50%
\$25.01-\$50.00	40%
\$50.01-\$100.00	30%
\$100.01-\$150.00	25%
Above \$150.00	10%



Communication and Responsiveness Expectations

SHW has established the following expectations of its providers:

- Answer all incoming phone calls in real-time or, if unable to, please roll it to an answering service and contact the customer within one hour of receipt.
- Assuming the customer has availability, service jobs must be scheduled within two business days. If you are booking more than 2-days out, please contact us to put your account on a dispatch hold.
- Provide the customer with a maximum 4-hour time frame for onsite service.
- The scheduled service call must be performed within the agreed-upon timeframe. If the timeframe cannot be met, a call should be made to the customer within two hours of the original appointment to reschedule. The customer should be provided with accommodating alternative schedule options.
- Contact SHW with a service report from the job site. If the failure is severe and a complete report cannot be provided immediately, you should report your findings in no more than 24-hours. SHW is available to assist Monday-Friday, 9am-7pm EST.
- If an approved repair cannot be performed immediately, inform the homeowner of return timeframes to have the job completed and provide them with daily updates on your progress.
- If the repair will involve SHW supplied parts/equipment, advise the homeowner that SHW is furnishing the part needed to complete the repair/replacement, and it will be installed on <Date> based on anticipated availability.

Service Partner Payments

Service Provider payments are processed through the SHW Accounts Payable Department. After approved repairs have been completed, service partners are required to submit their invoices directly to the Accounting Department for payment.

The invoice can be sent in by email to invoices@selecthomewarranty.com

Only work which has been pre-approved is subject to payment. General payment terms are “Net 30”. This means payment is made within 30 days of invoice submission. The accounting system will automatically release payment 30-days from the invoice date if all needed information is clearly and accurately included on the invoice.

To ensure timely processing, Invoices **must be your company** letterhead and include:

- The Invoice date
- A distinct Invoice number
- The remit to address
- The service order or claim number
- The approval number
- The physical job location
- A description of work the work performed cause of failure
- A time and material breakdown of services rendered

Sample invoices are available and can be emailed to service partners upon request.



Service Provider Application

General Information

Name: _____ Date: _____
DBA: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone #: _____ Fax #: _____
Cellular #: _____ Alt #: _____
Email Address: _____ Website: _____
Nature of Business: _____ Years in business: _____
Federal Tax ID #: _____
Check appropriate box: Individual/ sole proprietorship Corporation Partnership Other
Owner's Name: _____
Social Security #: _____ Home Phone #: _____

Operations Information

No. of Residential Technicians: _____ Uniformed Technicians: _____ No. of Vehicles: _____
Hours of Operation: M-F: _____ Sat: _____ Sun: _____ Holiday: _____
Business Phone is maintained by: Answering Service Direct to Company
Emergency phone is maintained by: Answering Service Direct to Company
Credit Cards Accepted: American Express Visa Master Card Other
Scheduling System Used (Circle): DispatchMe ServiceTitan Housecall Pro
 Rosswire ServiceFusion Jobber
 Other

Would you agree to install parts and/or equipment supplied by SHW?

Yes No

What other home warranty companies do you provide service for?

Contractors License Number(s) and State Issued?

Issuing Authority	Permits work for	License Type	License Number
Example: Maryland Department of Labor	HVAC	Master	0000

Service Call Fee (Includes travel to the customer's home and first 30-minutes on the job site)

	Regular Rates	SHW Discounted Rates
Regular Service Call Fee	\$	\$

Labor Rates (Quoted in 15-minute increments)

	Regular Rates	SHW Discounted Rates
Regular Hourly Rates	\$	\$

Mark-Up on Parts and Equipments (Mark-up's are on wholesale cost of parts and equipment)

	Regular Rates	SHW Discounted Rates
Wholesale cost is between \$0.01 and \$25.00	%	50%
Wholesale cost is between \$25.01 and \$50.00	%	40%
Wholesale cost is between \$50.01 and \$100.00	%	30%
Wholesale cost is between \$100.01 and \$150.00	%	25%
Wholesale Above \$150.00	%	10%

Sales Tax Rate %

Coverage Area:

States

Counties

Cities

Coverage Items

Please only select items you are correctly licensed to perform repair/replacement work on.

Appliances

Clothes Washer	Refrigerator	Stand Alone Freezer	Microwave Oven
Cooktop – Electric	Cooktop – Gas	Range – Electric	Range - Gas
Wall Oven – Electric	Wall Oven – Gas	Trash Compactors	Exhaust Hoods
Garbage Disposals	Clothes Dryer – Electric	Clothes Dryer - Gas	Dishwasher

HVAC

Straight Cool / Heat Pump Split Units	Straight Cool / Heat Pump Package Units	Wall Units	Window Units
Mini-Split Units	Furnaces – Gas	Furnaces – Oil	Boilers – Gas
Boilers – Oil	Gas Package Units	Geothermal Units	

Plumbing

Faucets	Water Lines	Waste Lines	Stoppages
Garbage Disposals	Water Heaters – Electric	Water Heater – Tankless	Water Heaters – Gas
Water Heaters - Oil	Gas Lines	Septic Systems	Sump Pumps
Water Softeners	Well Pumps	Tub/Shower Valves	

Electrical

Main / Sub Panels	Electrical Wiring	Electrical Switches	Electrical Receptacles
Ceiling Fans	Exhaust Fans		

Other

Garage Door Openers	Central Vacuum System	Sprinkler Systems	Pool/Spa Pumps
Pool/Spa Heaters	Roof Repairs		

Service Provider Name:

Phone:

Address:

Authorized Signature:

Date:

Print Name:

This Master Services Agreement (“Agreement”) is entered into between **Select Home Warranty** (“SHW”), and the Servicer (“Servicer”) effective as of the date on which SHW receives the completed Service Agreement Acceptance Form from the Servicer (the “Effective Date”). The parties agree as follows:

1. Agreement and Addendums. This Agreement contains the general terms and conditions pursuant to which Servicer will provide services (“Services”) to SHW and its customers (“Customers”).

2. Servicer Obligations

a) Servicer shall ensure that its officers, owners, employees, independent contractor technicians, and authorized subcontractors who provide Services as part of any Program (collectively, “Servicer Associates”) understand Servicer’s obligations under this Agreement and agree to comply with and be bound by such obligations, and that Servicer is responsible for the actions and omissions of its Servicer Associates.

b) Servicer will provide and pay for all labor, materials, transportation, insurance and equipment, including applicable sales tax payments, to promptly complete the Services required under any service work orders or other service requests assigned and authorized by SHW (collectively, a “Dispatch”) as part of any Program.

c) If Servicer:

- i. fails to contact a Customer;
- ii. fails to initiate or complete a Dispatch; or
- iii. breaches any other term of this Agreement, then SHW may, in its sole discretion and without further notice, engage another service contractor, put Servicer’s account on hold, and/or terminate this Agreement.

d) Servicer, as required by state law or upon request by SHW, shall provide motor vehicle reports and evidence of conducting biennial criminal background checks from state or third-party resources for such checks for all Servicer Associates and acting on behalf of or under the direction or control of the Servicer whose duties require entry into a Customer’s residence. This requirement pertains to all existing and future Servicer Associates hired, contracted, or otherwise retained by Servicer’s firm or anyone else acting on behalf of or associated with Servicer. If any Servicer Associate or anyone else associated with Servicer fails a required check or if Servicer becomes aware of information that would cause such a person to fail a required check, Servicer shall prohibit that person from providing Services to, or performing any other work of any kind for, SHW’s Customers.

e) In the event a Customer harms or threatens to cause harm to Servicer, a Servicer Associate or SHW, Servicer will immediately report such harm or threat to SHW and, to the extent such harm or threat of harm is serious, to local law enforcement officials.

3. Materials. Servicer shall only use materials that are free of liens in performing the Services. Servicer shall remove any lien attached to a Customer’s property as a result of Servicer’s Services within twenty-four (24) hours after SHW’s or Customer’s request. Servicer waives its rights to place, hold, or have any liens on Customer’s property, and Servicer shall not use or cause to be issued any liens in connection with Services related to or in connection with covered work under this Agreement.

4. Professionalism. Servicer shall at all times represent SHW in a professional manner to Customers and shall not make any written or oral representations, either direct or implied, to any Customer that are or could reasonably be construed to be negative or defamatory in nature toward SHW, its business, the brand name of the equipment it selects, or its Customer Contracts. Servicer shall provide to SHW a photograph representing company uniforms and service vehicles, and SHW expects this to be the standard for all Servicer Associates. Servicer shall be responsible for ensuring that Servicer and Servicer Associates comply with all SHW operating policies and procedures issued to Servicer.

5. Laws. Servicer agrees to conduct itself, and to require its Servicer Associates to conduct themselves, in strict compliance with all applicable laws, rules, and regulations of all governmental authorities, including but not limited to, laws on preventing transactions with terrorists or terrorist support organizations, and to act at all times consistent with the highest standard of fair trade, fair compensation, and business ethics, including compliance with all federal, state, and local building codes, environmental,

and/or hazardous waste recapture and removal laws, and federal, state, and local laws, regulations, and ordinances regarding public safety. Servicer agrees that its or its Servicer Associates’ failure to comply with any applicable laws and/or failure to adhere to any applicable standards constitutes a material breach of this Agreement, and that SHW may immediately terminate the Agreement upon such a breach and pursue any and all legal or equitable remedies.

6. Permits: In addition to the obligations set forth in Paragraph 5 of this Agreement, Servicer agrees that:

a) For Services requiring a permit by law or regulation, Servicer will comply with such permitting requirement and shall provide proof of compliance to SHW upon request;

b) For Services where pertinent laws or regulations require obtaining a permit prior to service work or replacement installation, Servicer shall obtain a permit in a timely manner and shall provide proof of compliance to SHW upon request; and

c) Servicer is knowledgeable about all permitting laws for the Services that its business performs, in the states, counties, cities and any other legal jurisdiction where it operates.

7. Licensing and Certification. Servicer will at all times obtain and maintain in good standing valid, current licenses, certifications, and qualifications as required by applicable federal, state and local laws and regulations. This includes but is not limited to any permit or certification required by the U.S. Environmental Protection Agency. Servicer shall immediately provide SHW 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. Servicer shall provide SHW with current copies of any and all applicable licenses, certifications or other supporting documentation:

a) Upon request;

b) Within 15 days of any change in status, renewal, change of business form or other alteration; and

c) Annually, regardless of whether any change in form, status or name has occurred.

Servicer agrees that failure to provide such documentation shall be deemed a material breach of this Agreement. Failure of SHW to demand copies of licenses, certifications, or other supporting documentation shall not be construed as a waiver of Servicer’s obligation to maintain such licenses, certifications, or other supporting documentation. Servicer warrants and represents that:

a) Any and all of its contractor’s licenses and certifications are held in the proper name of the individual and/or entity;

b) If applicable, its licenses and certifications are legally assigned to the business entity, in the form of business under which the business is registered;

c) Servicer’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 Servicer specifically notifies SHW of any such change; and

d) The name on Servicer’s licenses and certifications is consistent with the name under which Servicer entered into this Agreement. Servicer will require that all Servicer Associates are properly and currently licensed and registered; as may be required by law, prior to allowing any such individual Service Associate to perform Services for SHW under any of the Programs.

8. Insurance.

a) As of the Effective Date, Servicer shall maintain the following insurance coverages at all times during the term of this Agreement with limits no less than indicated. Servicer shall at least annually thereafter (and upon SHW’s request or upon any insurance provider’s change, amendment, cancellation, renewal, or modification) supply SHW with a certificate of insurance evidencing:

i. General Liability:

A. Servicer shall maintain commercial general liability insurance with a limit of not less than \$250,000 per occurrence and \$500,000 in the aggregate;

B. Coverage shall include contractual liability, independent contractor, property damage, bodily injury, liability assumed under an insured contract, products and completed operations, and premises coverage; and

C. Coverage shall name SHW and its subsidiaries, parent and affiliated companies as additional insured (including completed operations).

ii. Automobile Liability: Coverage for owned, hired, and non-owned

vehicles (listed and rated for business use) shall:

A. have minimum limits of

- 1) \$250,000 per person;
- 2) \$500,000 per occurrence for bodily injury;
- 3) \$100,000 for property damage; and
- 4) Name SHW and its subsidiaries, parent and affiliated companies as additional insureds.

iii. **Workers Compensation:** Coverage shall include occupational disease and employer's liability coverage at statutory limits for workers' compensation and employer's liability at a minimum limit of \$250,000 each.

b) All Servicer's insurance shall be:

i. Endorsed as primary coverage listing SHW coverage as excess insurance;

ii. Occurrence-based;

iii. Non-contributory with SHW's own insurance; and

iv. Provided by carriers with an A.M. Best rating of at least A-.

c) Servicer's coverage shall not be deemed a limitation on Servicer's liability hereunder, including, without limitation, damages for mold or improper services. Servicer waives all rights, including subrogation, against SHW and its agents, directors, employees, subsidiaries, parents, and affiliated companies for damages. Servicer shall cause each independent contractor technician or subcontractor to:

i. Purchase and maintain insurance of the type and in the amounts listed above in this Section 8, subsections (a) and (b), to the extent it is feasible, shall name SHW, its subsidiaries, parents, and affiliated companies as additional insureds; and

ii. Furnish certificates of insurance or copies of policies to SHW.

d) Servicer shall supply SHW with a certificate of insurance as coverages are renewed, amended, modified, canceled, terminated, or replaced.

e) SHW does not represent that the coverage and limits required under this Section 8 will necessarily be adequate to protect Servicer.

f) All certificates of insurance shall provide for at least thirty (30) days written notice to SHW prior to the cancellation or material change of any insurance referred to in this Section 8. Failure of SHW to demand such certificates or other evidence of full compliance with these insurance requirements or failure of SHW to identify a deficiency from evidence that is provided shall not be construed as a waiver of Servicer's obligation to maintain such insurance.

g) If Servicer's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

9. Invoicing. Invoices must be sent to SHW by email to invoices@selecthomewarranty.com or as otherwise directed by SHW. Servicer shall maintain all invoices for seven (7) years or such other timeframe as is required by state law. **All of Servicer's invoices are subject to an audit process by SHW.** If Servicer is selected for audit purposes:

a) All invoices submitted are subject to audit

b) Servicer shall provide paper copies of the original invoices to SHW's auditors within five (5) business days of SHW's request. Servicer's account may be placed on hold by SHW if Servicer fails to provide the invoices requested; and

c) In the event any overpayment is found during an audit, Servicer will pay the amount of the overpayment to SHW upon receipt of notice of the overpayment.

10. Payment. Payment to Servicer shall be due and payable net thirty (30) days after SHW's approval and verification of invoices. SHW has the right to offset payments due to Servicer against any amount Servicer owes to SHW and/or unapproved invoices. All payment shall be made by via paper check or as otherwise directed by SHW.

11. Non-Covered or Additional Services. Servicer may agree to provide services to a Customer that are not covered under or included in an SHW Program ("Non-Covered/Additional Services"). Servicer accepts sole responsibility for any work performed by Servicer Associates or anyone else acting on behalf of or associated with Servicer on any Non-Covered/Additional Services. Servicer agrees that SHW has no responsibility for Non-Covered/Additional

Services nor payment or collection of monies for Non-Covered/Additional Services. Servicer shall notify Customer prior to commencement of any Non-Covered/Additional Services that:

a) Customer can choose its own vendor;

b) Servicer is providing such work solely on its own behalf and not in conjunction with SHW;

c) SHW is not responsible for Servicer's rates or charges on Non-Covered/

Additional Services; provided, however, Servicer shall charge competitive market rates for such Non-Covered/Additional Services; and

d) Servicer will notify SHW, provide customer with a written estimate, acquire Customer's signature as written authorization before beginning any Non-Covered/Additional Services, and provide SHW a copy of such documents

upon request. Servicer shall retain in its business records a copy of such notice along with the invoice reflecting the work performed. Servicer agrees to perform such Non-Covered/Additional Services pursuant to the same standards as SHW-authorized

work. Servicer agrees to provide SHW a list of its standard rates and charges for Non-Covered/Additional Services as may be requested by SHW from time to time.

12. Confidential Information – Information Security. Servicer acknowledges that it may receive Confidential Information in connection with providing Services hereunder. For purposes of this Agreement, "Confidential Information" shall include (a) trade secrets and proprietary information of SHW, including but not limited to financial information, manuals and procedures, communications, dispatch information and related costs, pricing and rate information, and any other materials or information provided by SHW to Servicer in connection with performance of

Services under this Agreement, and (b) personal information related to a Customer, including but not limited to social security number, driver's license number, state or federal identification number, date of birth, and financial information (including but not limited to account numbers, credit or debit card numbers and access codes). Servicer shall not use or disclose any Confidential Information for any purpose other than providing Services under this Agreement.

Servicer shall implement and maintain security controls and measures necessary to protect Confidential Information from unauthorized access, loss, destruction, disclosure or use. In all events, Company shall comply with any information security compliance requirements provided by SHW, as may be updated and revised by SHW from time to time. Servicer shall not allow persons outside the United States to access Confidential Information without SHW's prior

written consent. Servicer shall immediately notify SHW of any security breach or unauthorized disclosure of Confidential Information. Without limiting any other right or remedy that SHW may have under this Agreement, Company shall pay SHW promptly for all expenses or claims associated with unauthorized disclosure of Confidential Information, including assessments, fines, losses, costs, penalties, and expenses assessed, incurred, charged, imposed or collected by a credit, debit or charge card organization or issuer.

13. Relationship. In performing the Services, Servicer shall be acting solely as an independent contractor, and neither Servicer nor any of its Servicer Associates shall be deemed to be employees of SHW. Neither SHW nor Servicer shall have the authority to bind, commit or incur any liability on behalf of the other party or to otherwise act in any way as an agent or representative of the other party. Servicer shall be solely responsible for any income,

employment, sales, use, service, payroll, withholding, workers' compensation, unemployment and other taxes that may be imposed with respect to the performance of the Services and any payments made by SHW to Servicer. Servicer shall reimburse, indemnify and hold harmless SHW for, from and against any claims or liabilities that relate to or arise out of Servicer's failure to pay such taxes. Servicer agrees that acceptance of work or performance of Services under this Agreement binds Servicer to a contract with the Customer on all work performed and any bond required of Servicer shall be actionable by the Customer.

14. Subcontractors and Independent Contractors. Servicer agrees that:

a) SHW must approve the use of any subcontractor or independent contractor technician before using them to provide Services hereunder; and

b) Servicer shall be responsible for ensuring that any subcontractor or independent contractor technician used by Servicer to provide services under this Agreement 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.

15. Term and Notice.

a) This Agreement shall remain in effect for one (1) year commencing on the Effective Date and shall be

automatically renewed for successive one (1)-year periods unless terminated earlier in accordance with the terms of this Agreement. Either party may immediately terminate this Agreement at any time by giving written notice to the other party. Upon termination of this Agreement, all Addendums will also terminate.

b) If Servicer does not cure any breach under this Agreement within ten (10) days after receiving notice from SHW, then Contractor shall be in default of this Agreement and SHW, at its sole discretion, may seek damages, including without limitation, court costs, attorney fees, and consequential secondary damages.

c) SHW also may terminate this Agreement as set forth in Sections 2(c) and 5. Servicer shall immediately notify SHW of Servicer's insolvency, bankruptcy, or potential financial instability.

d) Any notice or other written communication is deemed given:

- (i) Three (3) days after deposit in the U.S. Mail, postage prepaid;
- (ii) When sent by facsimile or electronic mail (with date/time noted);
- (iii) On the next business day if sent overnight by priority courier; or
- (iv) When personally delivered to an authorized representative of the party receiving notice.

16. Indemnification.

a) To the fullest extent permitted by law, Servicer agrees to indemnify, hold harmless and defend, at Servicer's sole expense (including expenses and attorney's fees), SHW, its subsidiaries, parent and affiliated companies, and the agents, directors, and employees of SHW, its subsidiaries, parents 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 Servicer or any of its Service Associates or any other person acting on Servicer's behalf or associated with Servicer ("Claim") in relation to any Dispatch, any Services performed for any Program, any non-covered items or additional services, 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 Customers.

b) If the resolution of any Claim is reasonably expected to have a significant adverse effect on SHW or if Servicer fails to assume the defense of such Claim within fifteen (15) days after receipt of notice of a Claim, then SHW may elect, at its sole discretion, to control the defense, compromise, or settlement of such Claim (at Servicer's sole cost, risk, and expense); provided, however, that such Claim shall not be compromised or settled without the written consent of Servicer, which consent shall not be unreasonably withheld. If consent is unreasonably withheld, SHW may settle the claim without such consent. If SHW assumes the defense of the Claim, SHW will keep Servicer informed of the progress of any such defense, compromise, or settlement. Servicer shall be liable for any settlement of any action effected in accordance with this paragraph and for any final judgment (subject to any right of appeal).

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

18. Assignment. Servicer shall not assign or transfer any of its rights, duties, or obligations under this Agreement without the prior written consent of SHW. SHW may assign or transfer this Agreement, in whole or in part, as it deems appropriate.

19. Service Upon request from a Customer, SHW will dispatch a service work order to Servicer (a "Dispatch"). Servicer shall contact the Customer after receiving a Dispatch from SHW to schedule an appointment. Servicer shall: (i) use best efforts to commence diagnosis and authorized repairs or

replacements at the customer's home within forty-eight (48) hours of receipt of a Dispatch; and (ii) notify SHW Service Network Team in accordance with guidelines established by SHW if service will commence more than forty-eight (48) hours after receipt of a Dispatch, and/or outside minimum state-law-required time periods. If an emergency as defined by state law or SHW occurs, Servicer shall use best efforts to expedite service in order to comply with state law and SHW's guidelines.

b) For every Dispatch, Servicer shall provide SHW an accurate diagnosis of whether a Unit failed, a description of what failed, the reason why it failed and recommended repair or replacement and Servicer acknowledges that SHW will rely upon Servicer's diagnosis. Upon request by SHW, Servicer will provide SHW with digital pictures and such other documentation as is reasonably necessary to support Servicer's diagnosis. Servicer agrees to contact SHW's Authorizations Department at 855-267-3532 if: (i) coverage may be denied; (ii) coverage questions exist; or (iii) the total expected liability exceeds any pre-approval provided in writing. If SHW determines that a repair or replacement is not covered in whole or in part, SHW will communicate to Customer: (1) SHW's decision; (2) that Customer is responsible for non-covered services provided by the Servicer; and (3) that Customer may be able to obtain other bids and lower prices from other qualified vendors. Servicer shall notify SHW of all Customer requests for service or complaints or inquiries regarding coverage. Servicer shall use best efforts to respond to all Customer requests related to a Dispatch or a Covered Unit within four (4) business hours.

20. Compensation. Servicer will agree to an hourly rate (the "Hourly Service Rate"). Upon completion of a Dispatch, SHW will pay Servicer a fee (the "Labor Fee") for approved and covered labor required to repair or replace a Covered Unit. The Labor Fee will be equal to the Hourly Service Rate multiplied by the number of hours, which are quoted in quarter hour increments, Servicer spends in completing a repair or replacement ("Labor Hours"); provided, however, that the Labor Hours for each repair or replacement shall not (i) include any time spent traveling to the Customer's home or diagnosing the issue, or (ii) exceed the maximum labor hours allowed for a repair/replacement which would be standard and customary of a similar type of repair/replacement with a highly qualified service technician. In addition to the Labor Fee, SHW shall pay Servicer a service call fee, as agreed upon, for Contractor's time spent traveling to the Customer's home and diagnosing the malfunction.

21. Workmanship. Servicer shall perform a thorough diagnosis of the Covered Unit and perform all repairs and replacements hereunder (a) in a skillful, non-defective, workmanlike manner; and (b) in accordance with all applicable laws, rules and regulations, including building codes ("Servicer's Warranty"). In the event a repair or replacement performed by Servicer hereunder fails to meet the requirements of the Servicer's Warranty or malfunctions within sixty (60) days following completion of the repair or replacement due to normal wear and tear, Servicer will perform the work necessary to remedy the failure under the Servicer's Warranty or the malfunction without expense to Customer or SHW.

22. 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; provided, however, this Agreement can be modified or amended electronically in accordance with applicable law. The invalidity or unenforceability of any provision shall not affect the enforceability of the remaining provisions. SHW's failure to exercise any of its 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. For quality assurance and other purposes, SHW may record calls between SHW and Servicer and Servicer hereby authorizes such recordings.

Service Provider Name:

Phone:

Address:

Authorized Signature:

Date:

Print Name:

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p style="text-align: center;"> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate </p> <p style="text-align: center;"> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ </p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p style="text-align: center;"><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="text-align: right;"><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p> <hr/> <hr/>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									

or

Employer identification number									

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	<p>Signature of U.S. person ▶ _____</p>	<p>Date ▶ _____</p>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Economical Insurance Co. Box B Anywhere, US 01234	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED ABC Appliance Repair 4321 SW 65th Street Anywhere, US 98765	INSURER A: Modern Accident Insurance Co.		
	INSURER B: Intelligent Employers Co.		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		PPC 5780	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 250,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 500,000 PRODUCTS - COM/OP AGG \$ 500,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CAB 468	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 250,000 BODILY INJURY (Per person) \$ 250,000 BODILY INJURY (Per accident) \$ 500,000 PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	0380	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 250,000 E.L. DISEASE - EA EMPLOYEE \$ 250,000 E.L. DISEASE - POLICY LIMIT \$ 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate Holder is additional insured

CERTIFICATE HOLDER Select Home Warranty, LLC. and/or its parents, subsidiaries, and affiliates One International Blvd, Suite 400 Mahwah, New Jersey 07495	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2010/05)

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STANDALONE WORKERS COMPENSATION WAIVER

Please fill out and return this form if Workmen's Compensation is not applicable to your firm.

Company Name:

Address:

City, State, Zip:

Owners:

I certify I am the sole Owner/Operator of the firm listed above and do not have any employees.

I will provide a Certificate of Insurance for Workmen's Compensation to Select Home Warranty within 14 days of hiring any employee.

Signature

Date

Ready to Join?

At SHW, we strive to work with the best providers in the industry and provide top-notch service to our growing customer-base. We invite you to join today by filling out the application and gathering the needed documents to get started

Document Check List

Completed Service Provider Application fully filled out and signed

Signed contract terms

Completed W9

Copy of your certification of insurance with Select Home Warranty, LLC listed as certificate holder and additional insured. Please include General Liability, Automobile, and Workers compensation, if applicable.

Copy of all trade licenses.

Workers compensation waiver, if applicable.

Please send all completed documents in a single PDF to serviceprovider@selecthomewarranty.com

