



**One Call.
One Local Company.
We've Got You
Covered.**



*Jamie Gerdson,
President*

**Priority Service
7 days a week
24 hours a day
Apollo Technicians**



Heating & Cooling



Plumbing



Electrical



Appliances

1730 Tennessee Avenue
Cincinnati, OH 45229
513-271-3600 or 859-341-5177
HomeWarranty@ApolloHome.com
ApolloHome.com



Covered Property

Address (Required) _____

City _____

State _____ Zip _____

Seller Information

Name _____

Contact Phone _____ Email _____

Buyer Information

Name _____

Contact Phone _____ Email _____

Real Estate Company/Agent Information

Agent Name _____

Contact Email _____ Phone (Required) _____

Real Estate Office _____

Title Company & Closing Information

Title Co. _____ Contact Phone/Email _____

Acknowledgement of Terms and Conditions

Buyer/Seller hereby acknowledges receipt of this Plan and understands the Terms and Conditions of coverage.

Signature _____

Closing/Listing Date _____

Apollo Home Warranty Plan Coverage

Standard Plan (Standard Plan includes 2 HVAC systems, as defined in Terms & Conditions)

Current Furnace Type:
 Gas
 Electric

Qty	Apollo a La Carte Options	
	Base Price	\$495
	15-Point Heating Tune Up	\$59
	15-Point AC Tune Up	\$59
	Zone Controls	\$150
	Premium Appliance Upgrade	\$500
	Oven Warming Drawer	\$40
	Additional Appliances	\$50
	Sewage Ejector	\$125
	Water Softener	\$80
	Backup Sump Pump	\$65
	Tankless Water Heater	\$80
	Swimming Pool	\$150
	Swimming Pool w/ Spa	\$200
	Jetted Bathtub	\$125
	External Hot Tub	\$120
	Septic (Pump Out Only)	\$50
	Duplex	\$845
	TriPlex	\$1,195

Total Due \$ _____

To Submit a Warranty Registration please email or scan this page to HomeWarranty@ApolloHome.com, or go to www.ApolloHome.com and fill out the registration form there.

Apollo Home Warranty is also available on DotLoop.

Remit payment to:
Apollo Home
1730 Tennessee Ave.
Cincinnati, OH 4522

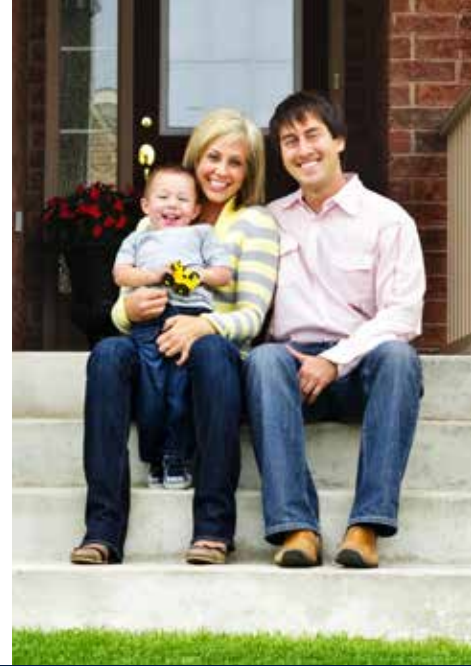
Worry Free Home Warranty Protection for Home Sellers and Buyers

SELLING YOUR HOME

- 8 of 10 buyers prefer to buy a home with a warranty (Gallup Poll)
- By including a home warranty option on their home, homeowners can get the maximum selling price for their home
- Homes on the market with a warranty sell on average 50% faster than homes without (National Home Warranty Association)
- Need to fix up your home prior to listing? Get a discount on Apollo Handyman and other services
- Seller coverage during the listing period protects you from the expense of repairs

BUYING YOUR HOME

- One Call...One Local Company... We've Got You Covered
- Protect your budget from costly repairs on your new home's heating, cooling, plumbing, electrical systems and covered appliances
- Coverage begins at closing
- Optional coverage for additional items is available
- **\$495 Annual Contract**
- **\$95 Service Call** (per incident)



Apollo has been Greater Cincinnati's most respected name in comfort for more than 100 years.



It's our mission to be the *trusted source* for maintenance, repair and replacement of home systems, and we take pride in:

- Our trained, certified and insured technicians, installers, electricians and plumbers.
- Taking care of you our customer 24 hours a day, 365 days a year.
- Being fanatical about customer service and having over 200,000 satisfied customers and the badges to prove it.



All of this makes our service second to none.



When You Need Service

Just call to be connected to a live Customer Service Representative who will make sure that your scheduling needs are met.



About Our Technicians

Apollo technicians go through over 100 hours of training each year, which is why we believe that they are the highest skilled in the industry. All employees, including our technicians, have gone through background checks and drug screenings.



After Your Service

Apollo's goal is to meet and exceed your expectations before, during and after the service. If you are ever not satisfied with a service, we will be there to make it right.

Here is what some of our customers have to say about Apollo.

Having a top-notch local home warranty company is an amazing feature to offer to my buyers when they buy their home. Apollo has well exceeded my expectations with their service to my client after they move into their new home. I would never recommend another company over Apollo!

– Sandy Smith, Real Link Real Estate

The Apollo Home Warranty has been a fantastic resource to our clients. As a boutique brokerage, we strive to offer the best in customer service to our clients. Apollo follows the same philosophy and compliments our goal of customized, tailored care for each individual resulting in happy, satisfied clients.

– Pete & Heather Kopf, Kopf Real Estate

Having an "Expert" to FIX an urgent repair is essential to protecting the investment in our home. The person being professional, polite and respectful of our home is a True Bonus. Our repair was correctly completed with regard to cost and clean-up. Thanks! Only Apollo will be our next provider.

– Steph

A+ company with an A+ team. Very easy and smooth process. Everyone I met was very friendly and knowledgeable.

– Ashley, Apollo Customer

Excellent customer service skills! – The technician who came out to my house did a nice job of helping me understand what the problem was and how to help stop it in the future. I got a follow up phone call the same day from Apollo who wanted to make sure I had a great experience. I would recommend them.

– Mike, Apollo Customer

ALL THE COVERAGE AND SERVICES PROVIDED BY ONE LOCAL COMPANY

- The only local home warranty/service company in Greater Cincinnati
- Free seller's coverage during listing period
- No waiting period, coverage begins immediately
- No upfront costs, payable when property closes. After closing buyer gets 12 months of coverage.

- Local customer service who can quickly dispatch technicians often same day/next day
- Guarantee that work is done right or we will come back.
- One heating/cooling system check performed in months 10-12 of each contract
- No age or size limitation

Heating and Cooling

COVERED

- ✓ Gas or electric furnace - up to 2 systems**;
- ✓ electric central air conditioning - up to 2 systems**;
- ✓ heat pumps - up to 2 systems** (excludes maintenance on all units)
- ✓ **Thermostat**
- ✓ Humidifier (excludes maintenance)
- ✓ **Condensate pump**
- ✓ **Fan motors**
- ✓ **Heat exchanger**
- ✓ **Compressor**
- ✓ Boiler controls (thermostat, flue damper, transformer, thermocouple, pilot, pilot safeties, sight glass, gas valve, electronic ignitor, coupler)
- ✓ Condensing and evaporator coils
- ✓ Exposed refrigerant leaks

OPTIONAL COVERAGE (for buyers only)

- ✓ Zone Control
- ✓ AC 15-Point Master Tune-Up
- ✓ Heating 15-Point Master Tune-Up

NOT COVERED

- ✓ Window air conditioning units
- ✓ Oil furnaces, gravity furnaces, gas air conditioning systems
- ✓ Heating and water heating combination units
- ✓ Geothermal units or piping in floor
- ✓ Outside or underground piping and component for geothermal and/or water source heat pumps, pumps and pump components for geothermal and/or water source heat pumps
- ✓ Dehumidifier
- ✓ Boiler sections, piping, radiators, pumps and gauges
- ✓ Fuel storage tanks - portable units - fireplace, grain, pellet, and wood heating units (even if the only source of heating)
- ✓ Interconnecting refrigerant lines (external of the equipment)
- ✓ Electronic air cleaner/germicidal light
- ✓ Duct cleaning and ductwork
- ✓ Filters

Electrical

COVERED

- ✓ Home wiring
- ✓ Outlets and switches
- ✓ Panels and sub panels
- ✓ Fuses and circuit breakers
- ✓ Junction boxes and GFI's
- ✓ Ceiling fans
- ✓ Doorbell

NOT COVERED

- ✓ Central vacuum system
- ✓ Fire, smoke and security alarm systems
- ✓ Intercom systems
- ✓ Computerized/electronic management systems for energy, lighting system, security or appliances
- ✓ Audio/video/computer/telephone wiring
- ✓ Generators
- ✓ Doorbell when part of integrated intercom system
- ✓ Garage door openers and the garage door
- ✓ Whole house fan and attic fans
- ✓ Lighting fixtures
- ✓ Exhaust fans
- ✓ Under floor or in ceiling radiant heat systems
- ✓ Service upgrades
- ✓ Radon remediation systems
- ✓ Failures and conditions caused by inadequate wiring capacity, circuit overload, power failure/surge, and corrosion by moisture
- ✓ Batteries, light bulbs

GENERAL EXCLUSIONS:

- ✓ Pre-existing conditions
- ✓ Mechanical system failures due to code violations or improper installation
- ✓ Cosmetic defects
- ✓ Appliance failure resulting from rust or corrosion
- ✓ Foundation and building structure
- ✓ Roof and roof leaks
- ✓ Fireplace systems or chimneys
- ✓ Items damaged by abuse, negligence or improper use, hazardous or toxic materials
- ✓ Mold and/or fungus, chemicals, asbestos
- ✓ Detachable accessories for any covered item
- ✓ Mechanical system failures due to local code violations, pre-existing conditions and concealed or camouflaged damage

Appliance

COVERED

- ✓ Refrigerator
- ✓ Dishwasher
- ✓ Range/oven/cooktop
- ✓ Range exhaust (self-contained)
- ✓ Built-in microwave oven
- ✓ Built-in trash compactor
- ✓ Clothes washer
- ✓ Clothes dryer

OPTIONAL COVERAGE (for buyers only)

- ✓ Premium Appliance Upgrade
- ✓ Oven Warming Drawer
- ✓ Additional Appliances

NOT COVERED

- ✓ Missing or removable parts
- ✓ Ice Makers
- ✓ Hot Water Dispensers
- ✓ Free-standing Freezers and Wine Chillers

- ✓ Repairs necessary to comply with any federal, state, or local laws, regulations, or ordinances or utility regulations, or to meet current building or zone code requirements, or to correct for code violations
- ✓ Damage resulting from alterations or additions made to property or ground
- ✓ Damage to any item as a result of fire, flood, smoke, lightning, freeze, earthquake or settling of ground or foundation, theft, storms, accidents, war, riots, acts of God, vandalism, improper installation, power failure or surge, pest/pet damage, neglect (including coil and blower cleaning) or misuse
- ✓ Treatment for wood infestation or other insects
- ✓ The expense incurred to gain access required to make repairs, or the expense of repair of damage necessary in order to gain access

Plumbing

COVERED

- ✓ Toilet mechanisms, toilets seats
- ✓ Pressure regulators
- ✓ Water heater (standard residential models 50 gallon max)
- ✓ Tub and shower valves
- ✓ Washing machine outlet and hookups
- ✓ Sump pump (permanently installed only)
- ✓ Garbage disposal
- ✓ Drain and sewer stoppages (within the property line and that can be cleared with using standard snake auger systems from 100 feet of point of access)
- ✓ Water service lines (to the property line)
- ✓ Dripping or broken faucets

OPTIONAL COVERAGE (for buyers only)

- ✓ Sewage ejector
- ✓ Back-up sump pump (excludes batteries)
- ✓ Tank-less water heater
- ✓ Swimming pool (pump and motor only)
- ✓ Swimming pool with spa (pump and motor only)
- ✓ External hot tub (pump and motor only)
- ✓ Jetted bathtub (pump and motor only)
- ✓ Water softener (excludes maintenance and resin bed)
- ✓ Septic tank (pump out only)

NOT COVERED

- ✓ Lawn sprinkler system
- ✓ Backflow devices
- ✓ Water pump systems
- ✓ Poor water pressure or rust in water where original galvanized piping is still in place
- ✓ Color or purity of hot or cold water systems
- ✓ Water recirculating systems
- ✓ Grouting, caulking
- ✓ Heating/water heater combination systems
- ✓ Cracked or broken ceramic, porcelain, fiberglass, simulated marble, granite, tubs, sinks, tile walls, floors or subflooring
- ✓ Solar water heating and components
- ✓ Water heater maintenance including sediment in the bottom
- ✓ Cracked or broken sewer lines
- ✓ Exterior gas lines

TERMS OF AGREEMENT

WORRY FREE HOME WARRANTY FOR SELLER AND BUYER

This Warranty is between the Seller or the Buyer, as applicable (which may sometimes be referred to as “You” and “Your”) of the property shown on the Warranty Confirmation (the “Covered Property”) and Apollo Heating and Air Inc. (which is referred to as “We,” “Us” and “Our”). During the term of this Warranty and subject to the following terms and conditions, We and other companies under Our direction will provide Services to repair the home mechanical systems outlined in this Warranty, and we will attempt to repair to normal operational condition or replace, at Our discretion, any covered appliance or home mechanical system (plumbing, heating, air conditioning, electrical) located at the Covered Property. This Warranty covers only the appliances and systems which are noted on the Warranty Agreement as being covered and which are located on the Covered Property and in normal operating condition on the first date of the term of this Warranty.

1. TERM

The term of this Warranty for covered appliances and systems for Seller will begin when the Warranty

Confirmation Number is issued by Us and will remain in effect for the initial listing period for the Covered Property (up to 180 days). The term of this Warranty for covered appliances and systems for Buyer will be 12 months from closing date and payment of the initial warranty coverage fees described in Section 3 below (“Warranty Coverage Fees”). This Warranty is not effective for Buyer until payment of Warranty Coverage Fees is received in full. We reserve the right to inspect the Covered Property and all covered appliances and systems or request inspection report before issuing this Warranty to Seller or Buyer.

2. SERVICE TIME

We guarantee a response time of within 24 hours on emergency service*, 24 hours daily, 7 days weekly including holidays, with FAST,PRIORITY service on all routine service requests. For non-emergency service requests, it is Your responsibility to provide access to the Covered Property for repairs during normal business hours.

*An emergency is defined as the failure of a covered item which would be likely to cause personal injury or substantial damage to property if not repaired within 24 hours of notification.

3. COVERAGE FEES

The initial Warranty Coverage Fees will be \$495.00 for basic coverage, due and payable at closing of the sale and must be received by Us within 14 days of closing. In addition to the fee for basic coverage, if there is any required additional coverage or optional additional coverage shown on the Warranty Confirmation, You will be responsible for payment of the Warranty Coverage Fees for the additional coverage due and payable at the same time as the Warranty Coverage Fees for basic coverage.

4. SERVICE CALL FEES

For each mechanical system we will charge a service fee of \$95.00 for each occurrence. We will charge a service fee(s) for each service call we make to repair or replace any particular mechanical system. Service calls for distinct mechanical systems cannot be combined into 1 service call. We will warranty repairs performed under this Warranty for 30 days on parts and labor. Service fees are in addition to Warranty Coverage Fees.

5. ITEMS COVERED/NOT COVERED

The Apollo Home Warranty Agreement BASIC COVERAGE includes two HVAC systems, Plumbing (including one Water Heater), Electrical and Built-in Appliances. (An HVAC system is a heat pump, or a heat pump & furnace combination, or a furnace & air conditioner combination). **The fee for the Basic Coverage for a Single-Family Dwelling is \$495.00.** However, the **TERMS & CONDITIONS** of the Apollo Home Warranty Agreement require that ALL Water Heaters on the premises must be covered. Please use the section below to indicate any additional HVAC systems or Water Heaters on the premises covered by the Apollo Home Warranty Agreement.

A. HEATING/COOLING

Items Covered: gas or electric furnace - up to 2 systems**; electric central air conditioning – up to 2 systems**; heat pumps - up to 2 systems** (excludes maintenance on all units); **thermostat;** humidifier (excludes maintenance); **condensate pump; fan motor; heat exchanger; compressor;** boiler controls (thermostat, flue damper, transformer, thermocouple, pilot, pilot safeties, sight glass, gas valve, electronic ignitor, coupler) ; condensing and evaporator coils; exposed refrigerant leaks

Optional Coverage (for buyers only): zone control; 15-Point Master heating tune-up; 15-Point Master AC tune-ups

Items Not Covered: window air conditioning units; oil furnaces, gravity furnaces, gas air conditioning systems; heating and water heating combination units; geothermal units or piping in floor; outside or underground piping and component for geothermal and/or water source heat pumps, pumps and pump components for geothermal and/or water source heat pumps; boiler sections, piping, radiators, pumps and gauges; fuel storage tanks – portable units – fireplace, grain, pellet, and wood heating units (even if the only source of heating); interconnecting refrigerant lines (external of the equipment) ; electronic air cleaner/germicidal light; dehumidifier; duct cleaning and ductwork; filters

B. ELECTRICAL

Items Covered: home wiring; outlets and switches; panels and sub panels; fuses and circuit breakers; junction boxes and GFI’s; ceiling fans; doorbell

Items Not Covered: central vacuum system; fire, smoke and security alarm systems; intercom systems; computerized/electronic management systems for energy, lighting system, security or appliances; audio/video/computer/telephone wiring; generators; doorbell when part of integrated intercom system; garage door openers and the garage door; whole house fan and attic fans; lighting fixtures; exhaust fans; under floor or in ceiling radiant heat systems; service upgrades; radon remediation systems; failures and conditions caused by inadequate wiring capacity, circuit overload, power failure/surge, and corrosion by moisture; batteries, light bulbs

C. PLUMBING

Items Covered: toilet mechanisms, toilets seats; pressure regulators; water heater (excludes maintenance, sediment in the bottom and tank-less); tub and shower valves; washing machine outlet and hookups; sump pump (permanently installed); garbage disposal; drain and sewer stoppages (within the property line and that can be cleared with using standard snake auger systems from 100 feet of point of access); water service lines (to the property line); dripping or broken faucets

Optional Coverage (for buyers only): sewage ejector; water softener (excludes maintenance and resin bed); back-up sump pump (excludes batteries); tank-less water heater; swimming pool (pump and motor only); swimming pool with spa (pump and motor only); external hot tub (pump and motor only); whirlpool bathtub (pump and motor only); septic tank (pump out only)

Items Not Covered: lawn sprinkler system; backflow devices; water pump systems; poor water pressure or rust in water where original galvanized piping is still in place; color or purity of hot or cold water systems; water recirculating systems; grouting, caulking; heating/water heater combination systems; cracked or broken ceramic, porcelain, fiberglass, simulated marble, granite, tubs, sinks, tile walls, floors or subflooring; solar water heating and components; cracked or broken sewer lines; exterior gas lines; stoppages caused by collapsed, damaged, or broken drain, vent, or sewer lines outside of home’s main foundation; concealed and underground leaks in pipes (all pipes must be within property lines)

D. APPLIANCE

Items Covered: (limit one each, optional coverage available for appliances beyond initial one that is covered): refrigerator; dishwasher; range/oven/cooktop; range exhaust (self-contained); built-in microwave oven; built-in trash compactor; clothes washer; clothes dryer

Optional Coverage (for buyers only): premium appliances upgrade for Sub Zero, Thermadore, Wolf, Viking, and other premium brands so determined by Apollo; oven warming drawer; additional appliances)

Items Not Covered: hot water dispensers; ice makers; free standing freezers and wine chillers; missing or removable parts

6. GENERAL EXCLUSIONS

- pre-existing conditions
- mechanical system failures due to code violations or improper installation
- cosmetic defects
- appliance failure resulting from rust or corrosion
- foundation and building structure
- roof and roof leaks
- fireplace systems or chimneys
- items damaged by abuse, negligence or improper use, hazardous or toxic materials
- mold and/or fungus, chemicals, asbestos
- detachable accessories for any covered item
- mechanical system failures due to local code violations, pre-existing conditions and concealed or camouflaged damage
- repairs necessary to comply with any federal, state, or local laws, regulations, or ordinances or utility regulations, or to meet current building or zone code requirements, or to correct for code violations
- damage resulting from alterations or additions made to property or ground
- damage to any item as a result of fire, flood, smoke, lightning, freeze, earthquake or settling of ground or foundation, theft, storms, accidents, war, riots, acts of God, vandalism, improper installation, power failure or surge, pest/pet damage, neglect (including coil and blower cleaning) or misuse
- treatment for wood infestation or other insects
- The expense incurred to gain access required to make repairs, or the expense of repair of damage necessary in order to gain access

7. LIMITATIONS OF COVERAGE AND DAMAGES

This Warranty applies to a **Single Family, Duplex, or Triplex**, as registered, and does not cover mobile homes. The Warranty covers only matters that arise, and of which We are advised, during the term of the applicable Warranty, and does not cover conditions which existed prior to the issuance of this Warranty nor items that are Your responsibility.

If an appliance cannot be repaired or if the cost of the repair exceeds the value of the appliance, then We reserve the right to issue a check in an amount equal to a builder’s standard grade for that appliance based upon a schedule of cost allowances of such appliances. It will be your responsibility to purchase and install the new appliance. If We choose to replace or issue a check to You for an appliance, that particular appliance or it’s replacement will be exempt from coverage under this contract.

We will not reimburse other vendors for service performed without our prior approval. **We will not be liable for consequential or indirect damages to property or personal injury resulting from the failure of any component, system or appliance or from Our delay or failure to provide service due to conditions beyond Our control such as, but not limited to unavailability of materials or labor difficulties.** We are not responsible for code violations or design limitations in systems or appliances. We will upgrade to code at Your expense, but such upgrades are not covered by this Warranty. We will not be responsible for replacing combination appliances when failure of one component does not affect operation of the remaining appliances within the unit. It is Your responsibility to provide access required to make repairs. The expense incurred to gain access, or the expense to repair of damage necessary in order to gain access such as, but not limited to landscaping, sheetrock, flooring, carpet, ceramic tile, bath or shower enclosures and paving and damage to finished areas such as paint, wallpaper and cosmetic damage resulting from any repair made under this Warranty will be Your responsibility.

8. LIMITATIONS OF LIABILITY

The express warranties and agreements in this Warranty are Our only obligations to You under the Warranty. **All other agreements, undertakings and warranties by Us, including but not limited to implied warranties of merchantability of fitness for a particular purpose, are expressly excluded.** This Warranty does not create, establish or confirm any obligation by Us to any person not designated as You, a Buyer or Seller. Our maximum liability to You, in connection with or arising from or under this Agreement, Our performance or claimed nonperformance or otherwise, is limited to \$1,500.00 per occurrence and \$5,000.00 per year for Buyer under the listing plan. There is a \$500.00 maximum coverage for the life of the contract on blue polybutylene pipe. **We will not be liable under any circumstances for actual, incidental, or consequential damages arising out of Our performance or claimed nonperformance under this Warranty, including but not limited to, liability for damage to property, personal injury or death.** In no event will We be responsible for any loss, damage, illness or injury resulting from condensation leaks or frozen pipes or drains.

9. RENEWAL; TRANSFER

This Warranty will be good for one year from the date of closing, and is not renewable for a second year. We offer annual maintenance agreements that will be explained to you during the complementary system check that is offered during months 10-12 of this initial Warranty. You may assign this Warranty during its term to a subsequent purchaser of the Covered Property (a "Transferee"), but after such assignment, this Warranty will only cover systems and appliances which are transferred to the Transferee as part of the sale of the Covered Property. For an assignment of this Warranty to be effective, the Transferee must, within 30 days of closing of the sale of the Covered Property, notify Us in writing of the sale and of the name and address of the Transferee. We reserve the right to inspect the Covered Property and all covered appliances and systems before renewing or transferring Warranty.

10. NOT INSURANCE

This Warranty is not a contract of insurance.

11. TERMINATION AND CANCELLATION

We cannot cancel this Warranty during the initial term except: 1) for Your failure to pay service call fees; 2) in the event of fraud or material misrepresentation by You of any fact or circumstances relating to appliances, electrical or mechanical systems; 3) in the event the Covered Property is determined to be unsafe and the conditions are not corrected by You within 30 days of notification in writing by Us. If You fail to make payment as required by this Warranty, We may terminate the Warranty without notice. You acknowledge that all services have been provided under the Warranty at a discount per the Warranty and agree that at the time of such termination, You will be responsible for the full price of all services provided to date of termination at the current rate for like services not provided under a Warranty. We will bill You for those services and payment will be due and payable upon receipt. Any unpaid balance will accrue interest at 1.5% per month, or the highest amount permitted by law whichever is less. If this Warranty is referred for collection or legal action, You agree to pay Us all interest, costs and expenses including reasonable attorney's fees that We incur.

12. LEGAL MATTERS; WAIVER OF JURY TRIAL; WAIVER OF CLASS ACTION

The laws of the State where the Covered Property is located govern the interpretation of this Warranty and all other claims, regardless of conflict of laws principles.

EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY COURT ACTION ARISING AMONG THE PARTIES UNDER THIS WARRANTY OR OTHERWISE RELATED TO THIS WARRANTY, WHETHER MADE BY CLAIM, COUNTERCLAIM, THIRD PARTY CLAIM OR OTHERWISE.

ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE IN ANY FORUM WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS. NEITHER YOU NOR WE WILL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR IN ANY OTHER PROCEEDING IN WHICH EITHER PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY.

13. SEVERABILITY; WAIVER

If any part of this Warranty is declared invalid, unenforceable or impaired in any way, the validity of the remaining portions will remain in full force and effect as if the Agreement had been executed without such invalid portion. The waiver of a breach of any term or condition of this Agreement does not constitute the waiver of any other breach of the same or any other term. To be enforceable, a waiver must be in writing, signed by the waiving party.

14. ENTIRE AGREEMENT

This Warranty and the Warranty Confirmation constitute the entire agreement between the parties, superseding any prior oral or written agreements. No oral representation applies.

15. MODIFICATIONS

No changes to or modification of this Warranty will be binding unless executed in writing both by You and Us.

16. RELATIONSHIP WITH REAL ESTATE FIRM

The named Real Estate firm, in addition to representing the Seller or Buyer, has a business relationship with Us to the extent that it serves the Company in the marketing and initial registration of our Home Warranty products and services. The Warranty fee paid at closing includes the full amount of fees due and payable to Us for the registration and administration of the Warranty. Additional service fees, trade call fees and coverage limits are set out in more detail herein and in the Warranty registration materials. The purchase of the Warranty is not a condition for the purchase of the subject property.

*An emergency is defined as the failure of a covered item which may cause personal injury or substantial damage to property if not repaired within 24 hours of notification. This Warranty is not effective for Buyer until payment is received in full.

Call us at Apollo home:
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