

Thank you for your interest in becoming a CHW Vendor. You are temporarily approved to be a CHW Vendor, and will begin receiving work orders right away. Please be aware that your temporary approval is valid for 30 days, and will only be made permanent upon receipt of the contractor application.

As a CHW vendor you will play a large role in ensuring continued customer satisfaction. The customers you obtain by servicing for CHW are a great resource for expanding your retail customer base.

Once your application and other required documentation is completed please return to us via fax at (732) 520-6511.

or

Email to info@choicehomewarranty.com

NOTICE TO ALL CHW VENDORS

Invoices are not accepted via Fax or Mail. You MUST register and use the online Vendor Center located at <u>www.choicehomewarranty.com/vendors</u> to submit all invoices.

Best Regards,

The Contractor Relations Team @ CHOICE

CHOICE HOME WARRANTY 1090 King Georges Post Road | Edison, NJ 08837 | Toll Free: (888) 531-5403

CHOICE HOME WARRANTY VENDOR APPLICATION

Company Name:	
Owner Name:	
Tax Identification / Social Secur	rity No.:
Trade License Number (if applical	ble):
Contact Person/Title:	
City, State Zip:	
Physical Address:	
City, State Zip:	
Main Business Number.	
Secondary Number:	
Fax Number:	
Mobile Number:	
Other Alternate Numbers:	
Company E-mail Address:	
Dispatch E-mail Address:	
Web Address (if applicable):	
Hours of Operation:	
After Hours Service:	
Labor Rates	(includes on the CO minutes in the home)
First Hour Labor Rate: 5_	(includes up to 60 minutes in the home) (after the first hour in the home)
	ge or any additional fees, including, but not limited to tax,
toll charges, etc.	
ALL OTHER PRICING IS DONE ON S	THE CHW VENDOR CENTER (SEE PAGE 1 FOR DETAILS)
Technician Information	
Number of Service Technicians:	
Number of Service Vehicles:	
Preferred Service Work Order Disg	patch Method?
Phone Fax	<pre>DE-mail (Address:)</pre>
Please check the trades your comp	pany services and note any exceptions:
Air conditioning	Plumbing
Heating	Electrical
Plumbing	□ Garage Door Openers
🗆 Well Pumps	Pool/Spa
Drywall (rough finish)	Roofing
□ Appliances	Septic Systems
Appliance Installation	List any exceptions:
Please provide a copy of the foll	lowing documentation:
• Current Trade License(s) (i	-
• Trade License Holder's Phot	
	e - In the amount of \$500,000 general aggregate and have
	d as ADDITIONAL INSURED on the policy (Please send when
available)	
•	imum requirements are \$250,000 per person and \$500,000 per
	f of property damage insurance in the amount of \$100,000 or a
	600,000 (Please send when available)

Please fax completed application and applicable documentation to: (732) 520-6511

Or Email to info@choicehomewarranty.com

WORKMEN'S 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:
Dwners / Title:

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

I will provide a Certificate of Insurance for Workmen's Compensation to Choice Home Warranty within 15 days of hiring any employee.

Print Name:

Signature:

Date:



1090 King Georges Post Road | Edison, NJ 08837 Toll Free: 1-888-531-5403 This Agreement is made effective as of the "Effective Date" set forth below by and between CHOICE HOME WARRANTY ("CHW"), and the undersigned SERVICE PROVIDER, including its employees and authorized Independent Contractors ("SERVICE PROVIDER"). As SERVICE PROVIDER and CHW desire to enter into an agreement for services as authorized by CHW through its home service contracts ("Home Service Contracts"), then for consideration of the premises and mutual covenants contained in this Agreement, CHW and SERVICE PROVIDER each agree as follows:

<u>A. Relationship</u>. CHW and SERVICE PROVIDER each agree not to act as the agent of the other. SERVICE PROVIDER shall not bind or obligate CHW to any liability. SERVICE PROVIDER is not empowered with actual or implied authority to act on behalf of CHW.

B. SERVICE PROVIDER Obligations. (a) SERVICE PROVIDER will provide and pay for all labor, materials, transportation, insurance and equipment (including applicable sales tax payments) to fully and promptly complete the service work orders ("SWOs") assigned and authorized by CHW. If attached to this Agreement, SERVICE PROVIDER agrees to comply with all the requirements set forth in "CHW Contractor Enrollment" that, as applicable, is incorporated verbatim into this Agreement.

(b) After receiving a SWO, SERVICE PROVIDER shall make every reasonable effort to contact the CHW customer ("Customer") within 4 hour for an appointment. SERVICE PROVIDER shall: (i) use its best efforts to provide service at the Customer's home within 48 hours; or (ii) notify CHW Contractor Relations if booking beyond 48 hours. If an emergency (as defined by CHW) occurs, SERVICE PROVIDER shall use every effort and all available resources to expedite Customer service. SERVICE PROVIDER shall respond to all CHW requests for Customer-related information within 4 hours or less. If SERVICE PROVIDER : (1) fails to timely contact a Customer; (2) fails to initiate or complete a SWO; or (3) breaches any terms of this Agreement, then CHW may, in its sole discretion, without further notice, engage another service contractor, put SERVICE PROVIDER 's account on hold, or terminate this Agreement.

(c) SERVICE PROVIDER shall charge CHW rates set forth in agreed upon CHW price guidelines and/or agreed upon hourly rates for all labor and/or materials.

(d) SERVICE PROVIDER shall provide CHW and its Customers with a prompt, accurate and thorough diagnosis of each service call performed upon which CHW will rely. SERVICE PROVIDER agrees to contact CHW's Authorizations Department at (888) 531-5403 on all service calls if: (i) repair costs will exceed its authorization limit; (ii) coverage may be partly or wholly denied; or (iii) coverage questions exist. If a repair or replacement is not covered (in whole or in part), CHW will communicate to Customer: (1) its decision; (2) that SERVICE PROVIDER, and not CHW, is responsible for non-covered services provided by the SERVICE PROVIDER ; and (3) that Customer may be able to obtain other bids and lower prices from other qualified vendors. SERVICE PROVIDER shall notify CHW of, and refer all Customer inquiries regarding coverage to CHW. SERVICE PROVIDER shall immediately notify CHW when each SWO is completed.

(e) SERVICE PROVIDER shall be responsible for collecting the trade service call fee ("Service Fee") at the time of each trade service call (or at the first visit if multiple visits are required). SERVICE PROVIDER shall collect all applicable Service Fees. CHW shall not reimburse SERVICE PROVIDER for any uncollected Service Fees.

(f) SERVICE PROVIDER accepts sole responsibility for any work performed on any CHW any non-covered services. SERVICE PROVIDER understands and agrees that CHW shall take absolutely no responsibility for non-covered services nor payment or collection of monies for non-covered services. SERVICE PROVIDER shall notify Customer prior to commencement of any non-covered services that: (i) Customer can choose its own technician, if it desires to do so; (ii) SERVICE PROVIDER is providing such work solely on its own, completely separate and apart from CHW; (iii) CHW is not responsible for SERVICE PROVIDER's rates and/or charges on non-covered services; and (iv) SERVICE PROVIDER will provide customer with a written estimate and acquire Customer's signature as written authorization before beginning any non-covered services. SERVICE PROVIDER shall retain in its business records a copy of such notice along with the invoice reflecting the work performed. SERVICE PROVIDER agrees to perform such independent work up to the same standards and reasonably competitive rates and charges as required for CHW-authorized work. (g) SERVICE PROVIDER, as required by CHW, shall provide criminal background and motor vehicle report checks (from state or 3rd party resources) for all its employees, authorized subcontractors and Independent Contractors providing Customer services.

C. Insurance. (a) Upon signing this Agreement and at least annually thereafter (and upon CHW's request or upon any insurance provider's change, amendment, cancellation, renewal or modification) SERVICE PROVIDER shall supply CHW a copy and maintain the following insurance at all times during the term of this Agreement: (i) General Liability: (A) Minimum of \$250,000 per occurrence for bodily injury and property damage coverage; (B) \$500,000 aggregate limit for general, products and completed operations coverage, including contractual liability and care, custody, control, independent contractor, property damage, bodily injury, and premises coverage; and (C) shall name CHW as additional insureds. (ii) Automobile Liability: Coverage for owned, hired and non-owned vehicles (listed and rated for business use) with minimum limits of: (A) \$250,000 per person; (B) \$500,000 per occurrence for bodily injury; and (C) \$100,000 for property damage; and (iii) Workers Compensation: Including occupational disease and employers liability coverage (and other similar insurance) at statutory limits for workers compensation and employers liability at a minimum limit of \$250,000 each. (b) All SERVICE PROVIDER's insurance shall be: (i) endorsed as primary coverage listing CHW coverage as excess insurance; (ii) occurrence-based; (iii) non-contributory with CHW's own insurance; and (iv) provided by duly authorized carriers. (c) SERVICE PROVIDER's coverage shall not be deemed a limitation on SERVICE PROVIDER's liability hereunder, including, without limitation, damages for mold or improper services. SERVICE PROVIDER waives all rights, including subrogation, against CHW and its agents, directors, employees, subsidiaries, and parent and affiliated companies for damages. SERVICE PROVIDER shall cause each Independent Contractor or subcontractor to: (i) purchase and maintain insurance of the type and in the amounts listed above naming CHW, its subsidiaries, and parent and affiliated companies as additional insureds; and (ii) furnish certificates of insurance or copies of policies to CHW.

D. Materials. SERVICE PROVIDER shall only use materials that are free of liens and similar in quality to that being replaced. SERVICE PROVIDER shall remove any lien attaching to a Customer's property as a result of SERVICE PROVIDER's covered work within 24 hours after CHW's or Customer's request. SERVICE PROVIDER waives its rights to any liens on Customer's property and shall not use or cause to be issued any liens in connection with covered work under this Agreement. SERVICE PROVIDER agrees that breach of this section is subject to a penalty of no less than \$5,000 for damages, and that SERVICE PROVIDER will pay all attorneys, state, and court fees associated with a lien of any type. **E. Professionalism**. SERVICE PROVIDER shall at all times represent CHW in a professional manner to Customers and shall not make any written or oral representations (either direct or implied) to any Customer that are negative or defamatory in nature toward CHW, the brand name of the equipment it selects, its Home Service Contracts, and/or the home warranty industry. SERVICE PROVIDER shall provide to CHW a photograph of any and all technicians SERVICE PROVIDER is using and/or may use to provide services to Customers. SERVICE PROVIDER shall be responsible for complying with all CHW operating policies and procedures issued to SERVICE PROVIDER.

F. Workmanship. SERVICE PROVIDER shall guarantee the quality and workmanship of all materials and labor used on any SWO for 90 days for parts and 60 days for labor. All Customer complaints will be handled by SERVICE PROVIDER within 24 hours. SERVICE PROVIDER will replace and re-execute its own work in accordance with this Agreement and without expense to Customer and/or CHW.

<u>**G. Invoicing</u>**. Invoices must be received by CHW through the CHW Online Vendor Center at www.choicehomewarranty.com/vendors within (1) month of the dispatch date ("Claim Period"). Invoices received via fax or mail will not be opened or considered received. All invoices shall lapse, become unenforceable and void unless such invoice is received within the Claim Period. SERVICE PROVIDER shall not bring a legal action or other proceeding to collect on any invoice if it was not received within the Claim Period. All invoiced repair work must: (i) be fully completed in a reasonable and workmanlike manner; (ii) be acceptable to all governmental authorities, and complies with all laws, rules, regulations and building codes; (iii) meet CHW's then applicable price guidelines; and (iv) be authorized by CHW. All invoices must include, among other things (for each SWO) the date and time of all visits, itemization of each service (parts and labor broken out) provided, identification of each technician performing the work on each visit, and the completion date.</u>

<u>H. Payment.</u> Payment shall be due and payable net 30 days after CHW's approval and verification of invoices. CHW specifically has the right to offset payments against SERVICE PROVIDER's liabilities to CHW and/or unapproved invoices.

<u>I. Independent Contractor</u>. SERVICE PROVIDER agrees that: (i) CHW must approve the use of any subcontractor or Independent Contractor before using them to provide services hereunder, and (ii) any subcontractor or Independent Contractors used by SERVICE PROVIDER to provide services shall comply with all applicable provisions of this Agreement, including, without limitation, insurance, licensing, name on license, laws and state regulations, professionalism, workmanship, materials, and confidential information. "Independent Contractor" shall mean any person used by SERVICE PROVIDER to provide Customer services that is not an employee of SERVICE PROVIDER.

J. Laws. SERVICE PROVIDER agrees to conduct itself in strict compliance with all applicable laws, rules and regulations of all governmental authorities, consistent with the highest standard of fair trade, fair compensation and business ethics. In particular, SERVICE PROVIDER agrees to comply with all federal, state, and local building codes, environmental and/or hazardous waste recapture and removal laws, and laws on preventing transactions with terrorists or terrorist support organizations.

K. Licensing. SERVICE PROVIDER will at all times obtain and maintain in good standing valid, current licenses and qualifications as required by applicable federal, state and local laws and regulations. SERVICE PROVIDER shall immediately provide CHW 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. SERVICE PROVIDER shall provide CHW with current copies of any and all applicable licenses and permits: (a) upon request: (b) upon execution of this Agreement; (c) within 15 days of any change in status, renewal, change of business form or other alteration; and (d) annually, regardless of whether any change in form, status or name has occurred. SERVICE PROVIDER agrees that failure to do so shall be deemed a material breach of this Agreement.

L. Name on License. SERVICE PROVIDER warrants and represents that: (a) any and all of its contractor's licenses are held in the proper name of the individual and/or entity, (b) if applicable, is legally assigned to the business entity, in the form of business under which the business is registered; (b) SERVICE PROVIDER'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 SERVICE PROVIDER specifically notifies CHW of any such change; and (c) the name on SERVICE PROVIDER's license is consistent with the SERVICE PROVIDER's signing of this Agreement.

M. Indemnification. (a) To the fullest extent permitted by law, SERVICE PROVIDER agrees to indemnify, hold harmless and defend, at SERVICE PROVIDER's expense (including expenses and attorney's fees), CHW, its subsidiaries, parent and affiliated companies, and the agents, directors, and employees of CHW, its subsidiaries, parent and affiliated companies against any and all actions, investigations, commenced or threatened claims, losses, liabilities, and/or damages (whether or not any indemnified party is a party thereto) alleged to have been incurred or caused, either directly or indirectly, by the acts or omissions of SERVICE PROVIDER or any of its subcontractors or Independent Contractors ("Claim") in relation to any service call, any work performed, any denied or non-covered items, and/or any and all consequential damages arising out of, as a result of the performance of, and/or the attempted performance of services for CHW Customers. (b) If the resolution of any Claim is reasonably expected to have a significant adverse effect on CHW or SERVICE PROVIDER fails to assume the defense of such Claim (at SERVICE PROVIDER's cost, risk and expense); provided, however, that such Claim shall not be compromised or settled without the written consent of SERVICE PROVIDER shall be unreasonably withheld. If CHW assumes the defense of the Claim, CHW will keep SERVICE PROVIDER shall be liable for any settlement of any action effected pursuant to and in accordance with this paragraph and for any final judgment (subject to any right of appeal).

N. Term and Notice. (a) This Agreement shall remain in effect for 1 year commencing on the "Effective Date" and shall be automatically renewed for successive 1-year periods. CHW may immediately terminate this Agreement without notice to SERVICE PROVIDER, upon such termination all balances owed to SERVICE PROVIDER will be held in reserve for no less than 365 days, should CHW determine that SERVICE PROVIDER caused harm to CHW by slander or libel all balances owed to SERVICE PROVIDER will be deemed forfeited by SERVICE PROVIDER. SERVICE PROVIDER may immediately terminate this Agreement at any time by giving written notice CHW. SERVICE PROVIDER shall immediately notify CHW of SERVICE PROVIDER's insolvency or bankruptcy. (b) If SERVICE PROVIDER does not cure any breach under this Agreement within 3 days after receiving notice from CHW, then SERVICE PROVIDER shall be in default of this Agreement and CHW, at its sole discretion may seek damages, including without limitation, court costs, attorney fees, and consequential / secondary damages. (c) Any notice or other written communication is deemed given: (i) 3 days after deposit in the U.S. Mail, postage prepaid; (ii) if sent by facsimile (with date/time noted); or (iii) on the next business day if sent overnight by priority courier.

O. Mediation. Except where prohibited, you agree that: (a) any and all disputes, claims and causes of action arising out of or connected with this Agreement shall be resolved individually, without resort to any form of class action, and exclusively by the American Arbitration Association in the state of New Jersey. Controversies or claims shall be submitted to arbitration regardless of the theory under which they arise, including without limitation contract, tort, common law, statutory, or regulatory duties or liability. (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (c) under no circumstances will SERVICE PROVIDER be permitted to obtain awards for, and SERVICE PROVIDER hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement, shall be governed by, and construed in accordance with, the laws of the State of New Jersey, U.S.A. without giving effect to any choice of law or conflict of law rules (whether of the State of New Jersey).

Any controversy or claim arising out of or relating to this Agreement (including whether a particular dispute is arbitrable hereunder) shall be resolved by submission to binding arbitration with the American Arbitration Association in the state of New Jersey Controversies or claims shall be submitted to arbitration regardless of the theory under which they arise, including without limitation contract, tort, common law, statutory, or regulatory duties or liability.

<u>P. Trademarks</u>. Neither party shall use, modify, or change the trademarks, servicemarks, logo types, customer contracts or other commercial / promotional materials of the other party without such party's prior written consent.

<u>Q. Assignment</u>. SERVICE PROVIDER shall not assign or transfer any obligations under this Agreement without the prior written consent of CHW. CHW may assign or transfer this Agreement, in whole or in part, as it deems appropriate.

<u>R.</u> Confidential Information. SERVICE PROVIDER understands that it may obtain nonpublic, personal information related to Customers. During or at any time after the termination of this Agreement, SERVICE PROVIDER shall not, except as necessary to provide services under this Agreement, use or disclose any confidential or proprietary information and/or trade secrets of CHW or the Customers including, without limitation, nonpublic, personal information related to Customers, financial information, manuals and procedures, SWO information and/or related costs, pricing and rate information lists of Customers or SERVICE PROVIDERs, or any information or materials provided to SERVICE PROVIDER in confidence in connection with the performance of this Agreement.

S. Miscellaneous. This Agreement supersedes all prior Service and/or Operational Agreements along with any negotiations, proposals and/or understandings, and constitutes the entire understanding of the parties. This Agreement shall not be modified or amended in any manner except in writing, signed by the parties. The invalidity or unenforceability of any provision shall not affect the enforceability of the remaining provisions. CHW'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.

SERVICE PROVIDER NAME: _____

OWNER/TITLE (print): _____

DATE: _____

SIGNATURE: _____

Please fax completed application and applicable documentation to: (732) 520-6511