



Thank you for your interest in becoming a service contractor for HomeGuard HomeWarranty.

It is essential our contractors are licensed and insured. Please fill out the attached Contractor Service Agreement and provide us with all applicable insurance and tax forms. Once completed please fax to (866)-993-2303. You may also email the forms to hghwvendors@hghw.com

Thank you for your time and interest in becoming a service provider for HomeGuard HomeWarranty.

Best Regards,

Robert Hessling

President

HomeGuard HomeWarranty

Contractor Service Agreement

HomeGuard HomeWarranty hereby grants to the Independent Contractor named below, the right to perform service repairs for existing or future HomeGuard HomeWarranty customers, as outlined below. This contract will commence when signed by the Independent Contractor and HomeGuard HomeWarranty and to be terminated by either party with a twenty (20) day written notice to the other party.

Company Name _____

State License _____

Name of License Holder _____

Owner's Name _____

Contact Name _____

Street Address _____

City _____

State _____ Zip _____

Office Phone # _____ Fax # _____

Mobile/Cell # _____ E-mail _____

Insurance Information

HomeGuard HomeWarranty requests the following Independent Contract insurance information:

General Liability Insure _____

Named Insured _____

Policy Number _____

Dates of Policy _____

Amount of Policy _____

Amount of SIR/Deductible _____

Worker's Comp Insurer _____

Name Insured _____

Policy Number _____

Dates of Policy _____

Amount of Policy _____

Amount of SIR/Deductible _____

Terms of Agreement

The Contractor agrees to the following:

1. The Contractor will schedule an appointment with the customer to initiate service within 24 hours or receiving the request for service from HomeGuard HomeWarranty and will provide a maximum four (4) hour time window to the customer for the scheduled appointment time. The contractor is to contact HomeGuard HomeWarranty Customer Service department immediately if a work order is received and the Contractor is unable to provide service. The Contractor will notify the Authorization Department when parts order lead-time exceeds one week. The Contractor will keep the homeowner informed of the status of the parts order.

2. The Contractor will follow the rate structure set forth below:

Hourly Rate _____ O/T Rate _____ Maintenance Rate _____

Saturday Rate _____ Sunday Rate _____

Emergency Rate _____ Holiday Rate _____

Travel Time _____ Trip Charge _____

Parts Mark Up (%) _____ Dispatch Limit _____

3. The Contractor will provide a thirty-day written notice for any change in fees described in this agreement.
4. Upon execution of this agreement the Contractor will provide a list of Zip codes and cities for areas that it will service under agreement, on attachments "A". The Contractor will also provide a list of trades in which he is fully licensed to service in attachments "B".
5. The Contractor must be fully licensed by the appropriate Cities/Counties/Agencies in the areas being serviced, and submit a copy of the License (es) to HomeGuard HomeWarranty. If a required license expires, is cancelled or revoked, this contract will be terminated and void without notice.
6. Contractor is required to immediately advise, in writing, of any change in the status of its General Liability Insurance, Worker's Compensation Insurance, and/or its California Contractor's License.
7. Upon execution of this agreement the Contractor will submit an IRS Form W-9(Attached).
8. Upon execution of this agreement the Contractor will obtain General Liability Insurance naming HomeGuard HomeWarranty as an additional insured, a Certificate of Workers Compensation Insurance or signed waiver(Attachment "B", bottom), and a copy of its valid contractor's license.
9. The Contractor will call HomeGuard HomeWarranty Authorization Department at (866)-993-2302 with repair costs broken down by time and materials needed. The Contractor will perform only work

authorized by HomeGuard HomeWarranty unless the Homeowner is giving authorization to proceed with the work, and the Homeowner will be responsible for the cost of all non-authorized work performed. The Contractor is responsible for quoting an estimate before work is started.

10. The Contractor agrees to indemnify, defend and hold harmless HomeGuard HomeWarranty and its officers, employees and volunteers from and against all claims, loss, damages, expense, judgements, including attorney fees, and costs arising out of, or in connection with, the Contractor's Performance and obligation under this agreement, whether caused in whole or in part by any negligent act or omission of the contractor, any suppliers, anyone directly or indirectly employed by any of them or anyone for whose acts of them may be liable, except where caused by the active negligence, sole negligence, willful misconduct or HomeGuard HomeWarranty this provision shall survive the termination of this Agreement.
11. The Contractor agrees to provide all labor and materials necessary to complete the authorized repairs. The Contractor guarantees all work performed for a period of thirty days, and all parts for a period ninety days from completion of assignments. The Contractor will not subcontract or transfer any assignments.
12. The Contractor agrees that at no time will it cause any liens to be filed on any property that is the subject of an assignment of HomeGuard Homewarranty.
13. Any dispute between the Contractor and HomeGuard HomeWarranty will be resolved in accordance with the commercial arbitration rules of the American Arbitration Association.
14. The Contractor understands that HomeGuard HomeWarranty allocates work based based Solely upon quality, timeliness, and cost of work performed. The offering of and inducement to an officer or an Employee of HomeGuard HomeWarranty in exchange for all work allocations is in violation of this agreement, and results in the immediate termination of this contract. The Contractor is required to immediately notify HomeGuard HomeWarranty if an officer or an Employee makes any request for inducements.
15. Home Guard HomeWarranty agrees to pay all authorized invoices within thirty days of receipts of the invoice, provided all the required information is included. The invoice requirements are as follows:
 - A. Invoices are to contain invoice #, the property address, the work order #, and the repair authorization.
 - B. Description of the work performed, charges for material and labor broken down, and in accordance with the terms of this agreement.
 - C. Invoices are requested to be submitted within thirty days of completion of the assignment. Invoices submitted more than ninety days after the completion of the assignment will not be eligible for payment.
16. The Contractor is not authorized to discuss contract coverage with the buyer, seller, or agent for any assignment. The Contractor will refer all coverage questions to the HomeGuard HomeWarranty Authorization Department.
17. As between the parties hereto, but not with respect to the homeowners, this Agreement does not create employment, partnership, or joint venture relationship. The relationship is solely that of an independent contractor. The Contractor's authority shall extend no further than as is stated in Agreement.

18. This Agreement sets out the full understanding of the parties and there are no other terms or representation, expressed or implied, with respect to the said servicing. This Agreement is subject to California Law.

Signature: _____ Date: _____

DO NOT WRITE BELOW THIS LINE

Accepted By: _____ Title: _____

Signature: _____ Date: _____

Attachment # A

Zip Codes Serviced

Cities Serviced

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Areas with Trip Charges

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Attachment # B

Trades License to Service

HEATING:	Repair	Replace	APPLIANCE:	Repair	Replace
Radiant Heat Electric	()	()	Dishwasher	()	()
Radiant Heat Steam	()	()	Garbage disposal	()	()
Forced Air Gas	()	()	Exhaust Fan	()	()
Wall Heater	()	()	Trash Compactor	()	()
Floor Heater	()	()	Oven Gas	()	()
Heat Pump	()	()	Oven Eclectic	()	()
Gas Pack Units	()	()	Range Gas	()	()
Propane Units	()	()	Range Electric	()	()
Roof mounted Units	()	()	Microwave Built In	()	()
AIR CONDITIONING			Washer	()	()
Forced Air Electric	()	()	Dryer Gas	()	()
Wall Unit Electric	()	()	Dryer Electric	()	()
Evaporative Cooler	()	()	Refrigerator	()	()
Maintenance	()	()	Sub- Zero Units	()	()
			Food Center	()	()
PLUMBING:			POOL/SPA		
Pipe Leak	()	()	Portable Spas	()	()
Slab Leak	()	()	Electrical	()	()
Stoppages	()	()	Whirlpool Bathtubs	()	()
Water Closets	()	()	ELECTRICAL		
Water Heater Gas	()	()	Electrical Major	()	()
Water Heater Electrical	()	()	Electrical Minor	()	()
Sump Pumps	()	()	Ceiling Fans	()	()
Re-circulation Pumps	()	()	Garage Door Openers	()	()
Hot Water Dispenser	()	()	Doorbells	()	()
Garbage Disposal	()	()	Smoke Detectors	()	()
Leak Detection	()	()	MISCELLANEOUS		
Septic Tank	()	()	Roofing	()	()
Sheetrock Patches	()	()	Central Vacuum	()	()
Whirlpool Bath	()	()	Garage Doors	()	()
			Drywall Repair	()	()
			Locksmith	()	()

Workers Compensation Waiver

This form is necessary only if your company is not required to maintain Worker's Compensation Insurance. If applicable, please provide the following information, and sign and date below.

Company Name: _____ Owners Name: _____
 Address: _____ License# _____

I certify that I am the Sole Proprietor of the above named business, and therefore do not require Worker's Compensation Insurance.

Signature: _____ Date: _____