

# Home Warranty Service from Premium Home Warranty, LLC

## Independent Service Provider Agreement

This Independent Service Provider Agreement (“Agreement”) is between Premium Home Warranty, LLC (“PHW”) and the firm named below (“Contractor”) collectively, the “Parties,” or individually, a “Party”).

The parties agree as follows:

1. Contractor shall contact homeowner within **two hours** of being dispatched by PHW to schedule service during normal work hours.
2. Contractor shall review and commit to the Independent Contractor Guidelines.
3. Contractor shall collect the service fee of \$99.00 at the time service is provided.
4. Work performed by Contractor shall meet trade industry standards. Contractor agrees not to file a lien on any property which is the subject of a work order from PHW.
5. **Contractor shall NOT service, attempt to service or cause to be effectuated situations involving asbestos, mold or other known or suspected toxic or hazardous substances. Contractor shall notify PHW immediately when any of the previously mentioned substances may exist.**
6. Contractor shall hold PHW harmless from any liability associated with the work performed including but not limited to any attorney fees and costs incurred by PHW in its defense of any claim arising in whole or in part out of the work performed. PHW has sole and absolute discretion regarding the selection of counsel to defend its interests.
7. Contractor shall provide evidence of liability insurance with PHW named as **additional insured**. This insurance policy is an **“occurrence policy”** that covers both **“on-going”** and **“completed”** operations as well as Contractor’s contractual liability to PHW under this Agreement. Contractor shall provide PHW evidence of workers’ compensation insurance and valid licensing information. Contractor shall inform PHW of any lapses in coverage. Contractor shall maintain **water damage and fire insurance for such acts that occur due to Contractor actions.**
  - a. **This coverage “products-completed operations” must comply with the state law for statute of limitations.**
8. Contractor shall indemnify PHW and its affiliates and their respective officers, directors and employees against all third-party claims, losses, liabilities, costs and expenses arising out of or related to, directly or indirectly, for Services provided under this Agreement.
9. **Contractor represents and warrants that the technicians it sends out to perform on behalf of PHW possess the appropriate character, disposition and honesty to perform services for the public and do not have felony convictions.**
10. Contractor shall obtain licensing and permits as required by applicable governmental agencies.
11. Contractor is required to register, collect, and remit sales/use taxes for applicable jurisdictions in which taxable sales and services are provided to customers.
12. Contractor shall not subcontract or transfer any work order.
13. PHW reserves the right in its sole and absolute discretion to reduce or increase work percentages, suspend the account or terminate its agreement without prior notice.
14. Contractor agrees to fully utilize Premium Home Warranty, including when appointments are set and the filing of reports. Contractor further agrees to keep the customer and PHW informed of changes in job status and job completion.

15. Contractor shall guarantee work performed for a period of 1 year, parts and labor from completion of the work order. If work order completion extends beyond 7 days, Contractor shall notify PHW before the delay.
16. PHW shall pay all invoices that are properly submitted under the guidelines set forth.
17. All invoices are subject to approval by PHW. Any dispute between Contractor and PHW regarding such invoices will be resolved by Arbitration held in accordance with the commercial arbitration rules and procedures of the American Arbitration Association.
18. All invoices **must** be submitted within 14 days of job completion.
19. After receipt of a contractor invoice, PHW will remit payment for approved invoices promptly.
20. Contractor understands that PHW allocates work solely based upon the quality, timeliness, and cost of work performed. The offering of any inducement to an officer or Employee of PHW is a violation of this Agreement. In addition, Contractor shall immediately notify PHW if any request of inducement is made by a PHW officer or employee.
21. PHW shall not pay for missed appointments.
22. PHW shall pay the \$99.00 deductible to the Contractors in the event a customer cancels the appointment at the time of arrival.
23. Contractor agrees to provide all services within the following timeframes:
  - a. Emergency Service (A service situation which renders the home uninhabitable and includes life threatening and /or property-damaging situations, including **ANY** situation deemed by PHW to be an emergency. Service to be provided within eight (8) hours;
  - b. Priority Service (A service situation in which the customer is without hot water or does not have the use of **a kitchen refrigerator, including ANY situations deemed by PHW to require priority service.** Service to be provided within twenty-four (24) hours;
  - c. Standard Service (Service which must be initiated within 24 hours of receipt of work order and does not qualify as an emergency or priority).
24. Contractor shall make homeowner aware, prior to work being commenced, the cost of upgrades, repairs, and modification. Contractor agrees to charge a fair and reasonable amount for service provided, and indicate to the home owner they are receiving a 15% discount on none covered repairs, because they are a PHW customer.
25. Actual permit fee costs are reimbursed up to \$250.00 with a copy of the permit cost is provided and only on contracts where PHW covers permit costs.
26. In the event that PHW purchased equipment in your possession requires a return, please be aware of our process and your responsibility:
  - a. Contractor will notify via email or fax that a return is required. If required by the supplier, a return merchandise authorization is included;
  - b. Returns shall be completed within five (5) business days to ensure proper credit;
27. The parties acknowledge that this is a business relationship based on the express provisions of the Agreement and no partnership, joint venture, agency, fiduciary or employment relationship is intended or created by this agreement. Neither Party is the legal representative or agent of, nor has the power or right to obligate, direct or supervise the daily affairs of the other Party, and neither Party shall act or represent or hold itself out as such. The rights, duties, obligations

and liabilities of the Parties shall be separate and not joint, each Party being individually responsible only for its obligations as set forth in this Agreement.

28. Contractor agrees to accept deductible of \$99.00 for jobs where a customer accepts cash in lieu of a repair or replacement.
29. Contractor shall obtain authorization from PHW prior to commencing repair.
30. Contractor agrees to provide a 30-day written notice to PHW when terminating this Agreement.
31. Contractor agrees that the \$99.00 deductible will credit toward the repairs/service that is billed to PHW.
32. This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements and understandings of the Parties. No modifications to this Agreement are effective unless in writing and signed by both Parties.

**The Parties have READ, UNDERSTOOD AND AGREED TO THE TERMS AND CONDITIONS of this Agreement.**

## **CONTRACTOR**

**Contractor Name:** \_\_\_\_\_

**Owner Name:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

**Contractor's License #:** \_\_\_\_\_ **Business Phone #:** \_\_\_\_\_

**Signature of Owner or Officer:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## **PREMIUM HOME WARRANTY**

**Contractor Relations Manager:** \_\_\_\_\_ **Date:** \_\_\_\_\_