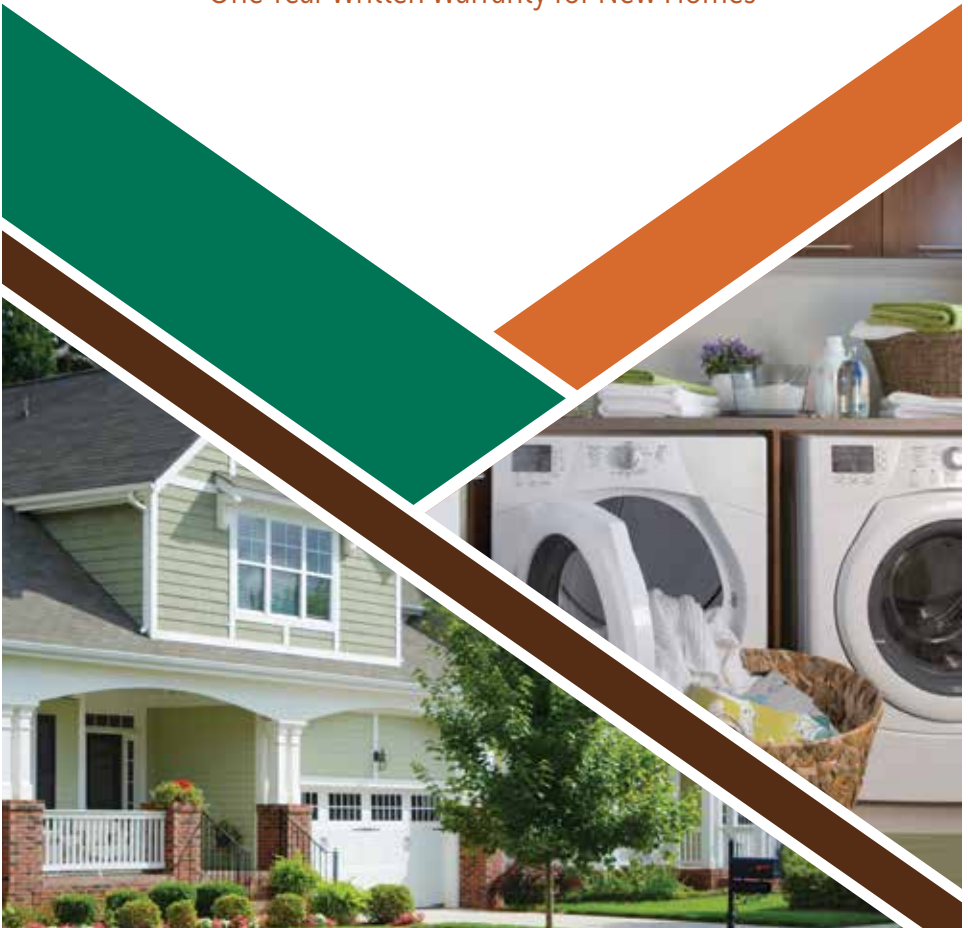




# BENEFITS FOR YOU

THE STRUCTURAL WARRANTY

One Year Written Warranty for New Homes





## FAQ'S > ANSWERS to Frequently Asked Questions

### **I'm extremely busy and think warranties cost too much. Why should I consider RSW?**

How about the lowest cost warranty in the Industry!

### **How low is low?**

The administrative fee is only \$25 per home.

### **What do I get for only \$25?**

First, the warranty clearly designates the structural elements being warranted. Next, the built-in dispute resolution process has a proven success record in resolving conflicts between builders and buyers. Plus, you can competitively market your homes with a third party warranty for only \$25. And you're able to limit your liability.

### **What value does it offer my buyers?**

- They get a written warranty instead of an implied one.
  - Their warranty remains in effect even if something happens to you.
  - They can renew their RSW warranty for longer term benefits.
- RSW is the warrantor after the first year.

### **I'm still skeptical. What about hidden costs, paperwork and the fine print?**

The only other cost you have is the annual membership fee of \$295. As for paperwork, you fill out an enrollment form for each home and give your buyer the warranty. Believe us when we say it is really simple. There is no fine print. The program is straightforward and provides a positive impact for your business.

# Membership Application

5300 Derry Street • Harrisburg, PA 17111  
Phone: 1-800-247-1812  
www.rwcwarranty.com



Complete & send a signed copy to RSW with the \$295 Membership Fee.

## Part I

Company Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Street	City	State	Zip
_____	_____	_____	_____

Phone	Fax
_____	_____

E-mail Address \_\_\_\_\_

Name of Commercial General Liability Carrier (CGL) and Expiration Date \_\_\_\_\_

Principals (Majority Stockholders)	Social Security Numbers
_____	_____
_____	_____
_____	_____

Projected Number Homes Built in the next 12 months \_\_\_\_\_

Average Sales Price \_\_\_\_\_

### Type of Company:

- |  |                                      |
|--|--------------------------------------|
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Corporation |
| <input type="checkbox"/> SCorporation        | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> LLC                 | <input type="checkbox"/> Other _____ |

Office Use Only: AE: \_\_\_\_\_ ARD: \_\_\_\_\_ Approval Date: \_\_\_\_\_

## Part II. Membership Agreement

Residential Structural Warranty (RSW) and the Builder (Member), intending to be legally bound, in consideration of the mutual promises contained herein, covenant and agree as follows:



- A. Membership Terms
  1. Member represents that all information supplied to RSW is true and correct.
  2. RSW has accepted Member as a registered member of the RSW program.
  3. Member has paid its nonrefundable membership fee.
4. Member agrees to abide by the rules and regulations applicable to the Program.
5. The term of this Agreement shall be for twelve (12) months from the date of execution by RSW.
6. Prior to the expiration of the term of this Agreement, Member may apply for renewal.
- B. Home Warranties
  1. The administrative fee for each home enrolled shall be \$25.00.
  2. The RSW Warranty is not available for condominiums.
  3. Member shall abide by procedures established by the program including submitting homes within 30 days of closing.
  4. For each home submitted to RSW, Member shall deliver an RSW Warranty book #7300 to the purchaser at closing.
  5. Member must be in good standing and homes must be enrolled according to the procedures established by RSW in order for a validation sticker to be issued to the purchaser.
- C. Representations and Obligations
  1. Member is authorized to use the RSW logo in its business, represent that it is a member of the RSW program and use printed materials published by RSW. Additional references to RSW are to be approved in writing in advance of their use.
  2. Member shall perform all obligations as set forth in the RSW warranty without the necessity of RSW intervention.
  3. Member shall construct all homes in conformity with the International Building Code (IRC).
  4. Member shall notify RSW in writing of any symptoms or occurrences of structural issues which he/she is made aware of during the first year of the warranty.


#### D. Resolving Warranty Issues

1. Member shall cooperate fully in the warranty resolution process.
2. If requested, Member shall furnish copies of the design of the home, tests and reports relating to soil, engineering and drainage, and customer service files.
3. If the purchaser requests arbitration as provided for in the warranty, Member shall have a representative present at the hearing. Member agrees to be bound by an arbitrator's decision,
4. Arbitration fees shall initially be paid by the purchaser but may be the responsibility of the Member if the arbitrator so indicates. Some areas specifically state that the payment of arbitrations fees is the responsibility of the Member.

#### E. Provisions of this Agreement

1. If requested, Member shall assign to RSW any rights which it may have against any entity which are related to a warranty obligation.
2. Expectations for timely performance of warranty related matters may be delayed by an event not caused by the Member or RSW. Events may include (but not be limited to) war, riot, civil commotion, governmental conduct, acts of God, or the public enemy.
3. This Agreement contains the entire understanding of the Member and RSW. It may be altered or amended only by a document signed by both parties.
4. Should legal action arise regarding this Agreement, the substantially prevailing party shall be reimbursed for reasonable attorney fees.
5. Should any provision of this Agreement be determined by a court of competent jurisdiction to be unenforceable, that determination will not affect the validity of the remaining provisions.
6. Member acknowledges that RSW is not an insurer.
7. This Agreement shall be interpreted and enforced in accordance with the laws of the state in which Member maintains its principal place of business.



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8. This Agreement is binding on the parties, their heirs, executors, administrators, successors and assigns.
  9. Legal notices must be in writing and sent by certified mail, postage prepaid, to the recipient at the address designated by each party.
  10. Failure of either party to insist upon compliance with any provision of this Agreement shall not constitute a waiver of the provision.
  11. Whenever appropriate, the use of one gender includes all genders and the singular includes the plural.
  12. Terms not defined in this Agreement shall have the meanings ascribed in the RSW Warranty book.
  13. This Agreement does not create an agency. Member has no authority to bind or obligate RSW.
  14. Member agrees to indemnify and hold RSW harmless against any losses, costs, or expenses resulting from a breach of this Agreement. This includes but is not limited to failure to enroll homes properly, unauthorized representations related to the RSW program or failure to perform warranty obligations established by the RSW Warranty program.
  15. Member agrees to maintain all terms of this Agreement in confidence and not to disclose its terms to any person or entity.

*I authorize credit reporting agencies to make available to RSW any information in their possession. I attest that all information provided in this application is true and correct. I understand that I am personally responsible for any loss incurred by RSW as a result of falsified information.*

This Agreement is between Residential Structural Warranty, 5300 Derry Street, Harrisburg, PA 17111 and \_\_\_\_\_

Company Name

\_\_\_\_\_  
Complete Address

\_\_\_\_\_  
Signature and Title of Principal or Corporate Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
RSW Representative

\_\_\_\_\_  
Date

# FAQ'S > ANSWERS to Frequently Asked Questions

## **In the past, 10 year warranty programs wanted financial data. What does RSW want?**

Simply your “O.K.” to run a credit check. No financial statements or other sureties are required.

## **Is RSW a stable and reputable program?**

RSW is a sister company of RWC, the largest provider of 10 year new home warranties nationwide. Founded in 1981, RWC is stable, reputable and the leader in the industry. RWC & RSW are managed by the same experienced team of experts.

## **OK, what’s the best way to get details about this unique Warranty?**

Just give us 20 minutes. We won’t waste your time and we will answer all your questions, show you the complete process and prove the RSW warranty is all we say it is. You’ll either be convinced or else say “No thanks.” No obligations. Call the Sales Department at 1-800-247-1812 ext. 2149 or go online: [www.rwcwarranty.com](http://www.rwcwarranty.com), select “Builders”, then “Residential Structural Warranty Program”.



