

BUILDER'S LIMITED WARRANTY PROGRAM

MEMBERSHIP APPLICATION



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

Complete and send a signed copy to Residential Warranty Company, LLC with the \$295.00 Membership Fee.

Part I.

Builder Name: _____

Contact Person: _____

Address: _____
street city state zip

Phone: _____ Fax: _____

E-mail Address: _____

Name of Commercial General Liability (CGL) and Expiration Date: _____

Principals (Majority Stockholders):	Last 4 Digits of Social Security Number
_____	_____
_____	_____
_____	_____
_____	_____

Projected Number of Homes Built in the Next 12 Months: _____

Projected Number of Homes to Enroll in the Next 12 Months: _____

Average Sales Price: _____

Type of Company:

- Sole Proprietorship Corporation
- "S" Corporation Partnership
- LLC Other _____

OFFICE USE ONLY
AE: _____
ARD: _____
Approval Date: _____

Part II. Membership Agreement

Residential Warranty Company, LLC ("RWC") 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

- Member represents that all information supplied to RWC is true and correct.
- RWC has accepted Member as a registered member of the Builder's Limited Warranty Program ("Program").
- Member has paid its nonrefundable membership fee.
- Member agrees to abide by the rules and regulations applicable to the Program.
- It is understood that Member is solely responsible for compliance with the terms and conditions of the Program and for all obligations under the Builder's Limited Warranty.
- It is understood that RWC is responsible only for administration of the Program and to facilitate resolution of disputes under the Builder's Limited Warranty.
- RWC has no obligation for any covered item or for Member's performance under the Builder's Limited Warranty.
- The term of this Agreement shall be for twelve (12) months from the date of execution by RWC. This Agreement shall be automatically renewed at each one (1) year anniversary for an additional one (1) year term unless it is terminated by either party by giving written notice to the other of its intention not to renew at least ninety (90) days prior to the expiration of the initial or any renewal term or it is terminated pursuant to this Agreement.
- Prior to the expiration of the term of this Agreement, Member may apply for renewal.
- Member agrees that its membership is limited to the Builder's Limited Warranty Program and Member may not enroll homes in any other warranty program administered by RWC or its affiliates, without a change to current Membership status.

B. Home Warranties

- Member shall pay a non-refundable administrative fee for each home enrolled, the amount and time of payment of which shall be determined by RWC.
- When enrolling homes other than detached single family dwellings, Member shall warrant all individual units of any multi-unit dwelling such as, but not limited to, duplexes, townhouses, and condominiums.
- The Builder's Limited Warranty on each enrolled home is provided solely by the Member. No other person or entity is responsible for fulfilling the obligations of the Member under the Builder's Limited Warranty.

4. Member shall abide by procedures established by the Program including submitting homes with payment within 10 business days of settlement or first occupancy, whichever occurs first.
5. For each home submitted to RWC, Member shall deliver an RWC Sample Warranty to the Homeowner at the time of contract.
6. Member must be in good standing and homes must be enrolled according to the procedures established by RWC.

C. Representations and Obligations

1. Member is authorized to use the RWC logo in its business, represent that it is a member of the RWC Builder's Limited Warranty Program, and use printed materials published by RWC. Additional references to RWC are to be approved in writing in advance of their use.
2. Member shall make no representations that are not contained in the Builder's Limited Warranty book.
3. Member shall perform all obligations as set forth in the RWC Limited Warranty.
4. Member shall construct all projects in conformity with the RWC Warranty Standards, RWC approved building codes, and all special industry standards recognized by RWC which are in force at the beginning of the construction of the home. RWC approved National Model Codes include:
 - (a) Building Codes
 - (1) International Building Code (IBC)
 - (2) International Residential Code (IRC)
 - (b) Mechanical Codes
 - (1) International Mechanical Code (IMC)
 - (c) Plumbing Codes
 - (1) International Plumbing Code (IPC)
 - (d) Electrical Codes
 - (1) International Building Code (IBC)
 - (2) International Residential Code (IRC)
 - (3) National Fire Prevention Code 70 (NFPA70)(NEC)
 - (e) Any building, mechanical, plumbing or electrical code that has been formally adopted by the state, city or local governing body in which the warranted home is located.

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. Arbitration may be requested by either the Homeowner or the Member. Arbitration fees shall be paid by the party requesting arbitration, but may be made part of any Arbitration award at the option of the arbitrator. Some areas specifically state that the payment of arbitrations fees is the responsibility of the Member.
4. Member shall have a representative present at any Arbitration hearing and Member agrees to be bound by the arbitrator's decision.

E. Provisions of this Agreement

1. Expectations for timely performance of warranty related matters may be delayed by an event not caused by the Member or RWC. Events may include (but not be limited to) war, riot, civil commotion, governmental conduct, acts of God, or the public enemy.
2. This Agreement contains the entire understanding of the Member and RWC. It may be altered or amended only by a document signed by both parties.
3. Should legal action arise regarding this Agreement, the substantially prevailing party shall be reimbursed for reasonable attorney fees.
4. 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.
5. Member acknowledges that RWC is not an insurer/warrantor and that Member is solely responsible for fulfilling all obligations under the Builder's Limited Warranty.
6. This Agreement shall be interpreted and enforced in accordance with the laws of the state in which Member maintains its principal place of business.
7. This Agreement is binding on the parties, their heirs, executors, administrators, successors and assigns.
8. Legal notices must be in writing and sent by certified mail, postage prepaid, to the recipient at the address designated by each party.
9. Failure of either party to insist upon compliance with any provision of this Agreement shall not constitute a waiver of the provision.
10. Whenever appropriate, the use of one gender includes all genders and the singular includes the plural.
11. Terms not defined in this Agreement shall have the meanings ascribed in the Builder's Limited Warranty book.
12. This Agreement does not create an agency. Member has no authority to bind or obligate RWC.
13. Member agrees to indemnify and hold RWC harmless against any losses, costs, expenses, or claims and Member agrees that it will not bring suit against RWC.
14. Member agrees to maintain all terms of this Agreement in confidence and not to disclose its terms to any person or entity.
15. Member will be considered not to be in good standing and RWC may immediately terminate Member's registration and membership in the RWC Builder's Limited Warranty Program if Member: provides false information; fails to construct homes in accordance with RWC approved buildings codes, RWC warranty standards or other standards adopted by RWC; loses its license to do business or becomes noncompliant with any governmental requirements; fails to properly enroll homes including nonpayment of enrollment fees; fails to cooperate with the warranty resolution process; fails to comply with a decision rendered by RWC or an arbitrator.

I authorize credit reporting agencies to make available to RWC 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 RWC as a result of falsified information.

This Agreement is between Residential Warranty Company, LLC, ("RWC") 5300 Derry Street, Harrisburg, PA 17111 and _____

(Member name and address)

Signature and Title of Principal or Corporate Officer

Date

RWC Representative

Date