



Rocc Solid Construction

Proudly Insured By: State National Insurance Company
3815 109th St. Unit B, Urbandale, IA 50322
(515) 462-0330 • roccsolid.iowa@gmail.com



PROPERTY OWNER / CUSTOMER:		WORK TO BE PERFORMED AT (if different):	
Name: <u>Teresa Schutte</u>		Name:	
Address: <u>6901 Washington Ave</u>		Address:	
City, State: <u>Windsor Heights</u> Zip: <u>50324</u>		City, State: Zip:	
Phone: <u>515</u> Phone: <u>4212</u>		Email:	
INSURANCE INFORMATION			
Insurer: <u>IMT</u>		Policy No:	Claim No: <u>202259818</u>
Date of Loss: <u>8/20/22</u>		Contact Name:	Contact Phone:

THIS IS A CONTRACT between the Property Owner / Customer ("you" or "Customer") and Rocc Solid Construction ("Contractor"). You are hiring Contractor to perform construction services as a general contractor on the property identified above. Contractor's scope of work will be separately detailed in a Scope of Work documentation, usually consisting of your insurance carrier approved scope of work if you are paying using insurance proceeds, plus any changes or supplements. Contractor shall perform all work in scope and you will pay Contractor the Price for all work in the scope, plus additional amounts for any unknown defects, additional necessary work, additional work you request, code upgrades, and any other work that Contractor performs.

PRICE: <u>18,000.00 +</u>	DATE OF SERVICE: <u>10-2-22</u>
DEPOSIT: ACV or one-half total claim. This price is an <u>estimate only</u> and may change as described in this contract.	Fourteen (14) days from agreed upon scope of work and payment by customer of deposit. This date of service is an <u>estimate only</u> and may change as described in this contract.

IMPORTANT NOTIFICATIONS

- CONTRACTOR SHALL HOLD IN TRUST ANY PAYMENT RECEIVED FROM YOU UNTIL IT HAS DELIVERED ROOFING MATERIALS AT THE WORK SITE OR HAS PERFORMED A MAJORITY OF THE SCOPE OF ROOFING WORK ON THE PROPERTY.**
- IF YOU REQUEST WORK OR UPGRADES BEYOND WHAT YOUR INSURANCE CARRIER APPROVES, THIS MAY RESULT IN ADDITIONAL OUT OF POCKET COSTS.**

WORK NOTES	
This section is for Contractor's office use only. It may be used, from time to time to evidence your preferences and requests.	
Existing Roofing: ☒ Remove Roof Covering: Type <u>30 YR CTD</u> ☒ Existing Color: _____ ☒ Existing Underlayment: ☐ 15lb ☐ 30lb ☐ Synthetic ☒ Existing Ice and Water: ☐ No ☐ Yes (Eaves ☐ Rows ☐ Valleys) ☒ Gutter Drip Edge: ☐ No ☐ Yes (☐ Eaves ☐ Rakes) ☒ Existing Ventilation: ☐ Turtle ☐ Ridge ☐ other ☒ Existing Plumbing Vents: ☐ Auto Caulk ☐ Other (Painted ☐ Yes, ☐ No) ☒ Existing Gutters, ☐ Gutter Type: ☐ Steel ☐ Alum ☐ 5" ☐ 6" (Painted ☐ Yes, ☐ No) ☐ Downspout: ☐ 2x3 ☐ 3x4 (Painted ☐ Yes, ☐ No) ☐ Gutter Protection: ☐ Yes ☐ No ☒ Existing Exterior Painting / Stain: Elevations to Paint: ☐ Front ☐ Left ☐ Rear ☐ Right ☐ Deck ☐ Shed ☐ Trim: ☐ Yes, ☐ No (Follow approved Elevations) ☐ MISC: ☐ Windows ☐ Doors ☐ Gutters ☐ Downspouts ☐ Soffit ☐ Fascia	☐ Replace Roofing: (Initials) + Shingle Type: <u>GAE AST II</u> _____ + Color Selection: <u>Charcoal</u> _____ + Underlayment: ☐ 15lb ☐ 30lb ☐ Synthetic + Ice & water shield: ☐ No ☐ Yes (# <u>2</u> Rows ☐ Valleys) + Drip Edge: ☐ 2 X 4 (Color <u>Black</u>) _____ + Ventilation: ☐ Turtle ☐ Ridge + Paint Vents: ☐ Match Shingle + Gutter Color: <u>D&D</u> _____ + Downspout Color: _____ + Protection: Type & Color: _____ + Body Paint Color _____ + Color Selection _____ + Trim Paint Manufacture _____ + Trim Color _____
Additional Damage / Work Notes: <u>Do all work on the insurance</u> <u>Scope</u>	

This Contract may be signed in counterparts (which may include counterparts delivered by any standard form of communication) each of which shall be an original and all of which together shall constitute one and the same instrument. By signing below, you acknowledge that you read, understood, and agreed to all terms and conditions on the reverse side. You understand that this is a contract, not an estimate or a proposal.

Andrew Gals
Sales Representative (Signature)

Andrew Gals
Sales Representative (Print)

515.209.0108
Sales Representative (Phone)

Teresa Schutte
Customer (Signature)

9/28/22
Date

Teresa Schutte
Customer (Print)

TERMS AND CONDITIONS

1. **PAYMENT.** You are personally obligated to pay the final price for all work and materials provided by Contractor. The final price will be determined as follows. You will pay the Replacement Cost Value (RCV) amount calculated by Contractor or by your insurance carrier, whichever is greater. In addition to this, you will pay the amount of any insurance supplements and any costs, including profit and overhead, related to necessary work not included in the insurance carrier estimate but undertaken by Contractor at its sole discretion, including but not limited to destructive testing, repair and replacement of damaged property, improvements to the property, supplements requested by you or recommended by Contractor, or upgrades required by code, permit, or other law. You represent to Contractor that the price will be paid by your insurance company, except for your deductible, but you agree that you will be personally liable for all amounts due to Contractor. This total may not be known with certainty until the project is completed, and so Contractor will inform you of its best estimate of the final cost for purposes of computing amounts due.

2. **INSURANCE DISPUTES.** Contractor may choose to adopt the RCV set forth by your carrier, but has no obligation to do so. It is up to you to require your carrier to pay amounts you may owe to Contractor. If you believe your carrier is in error in failing to pay the amount invoiced by Contractor, failing to authorize payment of any part of the price charged by Contractor, or failing to authorize work recommended by Contractor, it is up to you to correct your carrier's actions.

3. **DUE DATE. 3(a) Final Payment.** Full payment of the Price is due upon completion of work, defined as the date when the work is substantially complete. Work may be complete even if warranty, minor or trivial work remains to be done. This invoice is due upon receipt. Payments with restrictive endorsements or conditions are prohibited and will not be accepted. If any dispute arises, you must send all payments, including those offered as settlement or payoff, to Contractor's attorneys and not to Contractor directly.

3(b) **Progress Payments.** Your project may involve significant outlay of expenses by Contractor over a large period of time, changes in the scope of work, and multiple supplements to your insurance carrier. You will therefore make progress payments to Contractor. You will make a deposit payment equal to the Actual Cost Value (ACV) of your insurance claim once you receive the ACV payment and on or before the delivery of any materials to the property. If you do not receive an ACV check, then the deposit shall be equal to one-half of the total estimated price. Additional progress payments are to be made as work progresses. Because the cost of extra work involved with hidden defects or delays or refusal in payment by your carrier might be significant and impossible to predict in advance, Contractor may modify the partial payment schedule at its discretion. If you do not make a progress payment when requested, Contractor may stop work and will have no liability for harm that may result. Moreover, a failure to make a payment may disrupt Contractor's relationships with its suppliers, subcontractors, and others, so you will indemnify Contractor against consequential damage resulting from non-payment.

3(c) **Late Payment.** If any payment is not received by Contractor within 5 calendar days of the due date you are in default. In that event, you will pay a one-time 10% late fee on the late payment amount and the amount owing shall bear interest from the date due at the lesser of 18% per annum compounded annually or the maximum rate permitted by law. Payment may not be withheld and late payment is not excused by allegations of improper work, set-off, waiting for inspections, lack of cooperation by your carrier or mortgage company, or for any other reason. You are solely responsible to pay for all of Contractor's costs, damages, and attorney fees for any dispute related to this Agreement. Contractor has a security interest in the property at which the work is performed for any amount due under the terms of this Agreement. Contractor may also enforce its right to payment by filing a mechanic's lien. You agree to waive your homestead exemption, if any, with respect to any lien, foreclosure, collection, or judgment. The security interest and lien arises under your homestead exemption is not applicable. These remedies are cumulative and nothing in this section limits Contractor's rights under Iowa or other law.

4. **INSURANCE. 4(a) Communication.** You authorize Contractor to contact and negotiate with your carrier or to file a claim on your behalf and determine the scope of work, Replacement Cost Value, Supplements, and all other issues related to the facts of the work and the price. You instruct your carrier to cooperate with Contractor, and agree that you and your insurer shall cooperate fully and in good faith with Contractor. You instruct any mortgage company who may come into possession of insurance funds to immediately convey any insurance funds received to Contractor. These directives are irrevocable and you understand Contractor is relying on them. Contractor's communications with your carrier are limited to obtaining facts surrounding a loss or furnishing technical assistance of an incidental nature. Contractor is not acting as your public adjuster or other agent and has no fiduciary duty to you. You shall indemnify and hold harmless Contractor from and against any costs, damages, or liabilities related to your carrier or lender.

4(b) **Scope of Work.** Because the services rendered by Contractor may be intended to address an emergency situation, it may not be possible to determine the final scope of work and price before work begins. Contractor will undertake reasonable efforts to agree on a scope of work and price with your carrier, but cannot guarantee that your carrier will agree or approve the work. In the event that Contractor and your carrier agree on a scope of work, you agree that Contractor will perform all work in that scope for the prices identified in that scope unless you and Contractor agree, in writing signed by Contractor, which specific items on the scope of work will not be undertaken. Contractor is not obligated to provide work or materials other than as specified in the insurance scope unless you and Contractor agree, in writing signed by Contractor, to a Change Order specifying the new work or materials and any changes to the price resulting from the same. Contractor may substitute work or materials specified on the insurance approved scope for like kind and quality in Contractor's discretion so long as the substitution is reasonable.

4(c) **Adequacy.** Contractor's obligation to perform the scope of work under this Agreement is contingent upon your carrier authorizing sufficient funds to complete the project. If, in Contractor's sole discretion, Contractor determines that your carrier cannot be made to pay funds commercially reasonable and sufficient to complete the project, Contractor may cancel this Agreement without penalty to Contractor.

4(d) **Assignment.** You today assign to Contractor the right to collect funds that may be owing to you or paid by your carrier to you related to Contractor's scope of work. Contractor will receive all funds paid by your carrier, unless you and Contractor reach a specific written agreement, signed by both parties, specifying which portions of the insurance scope of work will not be performed and the total amount of insurance funds that will be conveyed to you. If you or any third party, including any mortgage company, receive any insurance funds, to the extent you owe or will owe funds to Contractor, that money is owned by Contractor and shall be held in trust for Contractor. The funds will not be subject to any claim or lien by any other person and you indemnify Contractor against any damages or costs related to the same. You and anyone else possessing these funds will be subject to liability for breach of this paragraph.

4(e) **No Withholding by Mortgage Company.** If any insurance funds come into the possession of or must be endorsed by an entity holding a mortgage or other interest in the real property other than you ("mortgage company"), then you agree that this mortgage company is not entitled to withhold any amount of that payment from Contractor. Since you might ask Contractor to do less than all of the work on the insurance scope, your mortgage company is not permitted to withhold money until final completion of work. You will fully cooperate in ensuring any mortgage company's compliance with this provision, including signing letters instructing it to release funds or provide its endorsement. You acknowledge that delays in payment caused by your mortgage company may expose you to late fees, interests, and default under this agreement.

5. **WARRANTIES AND LIABILITY. 5(a) Injuries.** You agree not to enter or permit others, including pets, to enter under the work area while work is ongoing or to approach Contractor's equipment or materials. CONTRACTOR IS NOT RESPONSIBLE FOR INJURIES TO THOSE WHO ENTER THE WORK AREA. YOU SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CONTRACTOR FROM ALL DAMAGES TO ANY PERSON NOT AN AGENT OF CONTRACTOR INJURED AT THE PREMISES.

5(b) **Hazard Testing.** You represent to Contractor that, to the best of your knowledge, understanding, and belief, your home does not contain asbestos or any other hazardous material. Nevertheless, if Contractor determines that a test for asbestos or other environmental hazard is necessary, you agree to pay the costs for such a test and approve delay related to such testing. 5(c) **Incidental and Consequential Damages.** Contractor's liability is limited to its warranty. Other than this, you agree that Contractor is not liable for any damages of

consequential, incidental, or otherwise, resulting from the actions of Contractor or its subcontractors, and you agree to indemnify, defend, and hold harmless Contractor and any of its employees, agents, or subcontractors from any claim other than its warranty. This includes without limitation damages related to Homeowner's Association rules or penalties, disruption to business, tenant complaints, damage to utility lines located underneath decking, mold or water damage, disputes related to property lines or set-backs, claims by third parties, or any other alleged damage or harm resulting from Contractor's work.

5(d) **Pre-Existing or Hidden Conditions.** Contractor is not responsible for inspecting the property for structural deficiencies, or other pre-existing hazards, or those occurring as an inevitable consequence of proper work, including but not limited to deflections, protrusions, damage to stucco or siding, problems with decking, fascia boards, buffets, jacks, ventilators, gutters, or flashing. Roof work can change the load on the structure, leading to cracking, distortion, changes in the foundation, interior nails popping through ceilings, or other manifestations of hidden defects or unavoidable events. You acknowledge that discovery of any such deficiencies or hazards may alter the scope of the work, cause damage, increase the price of the work, or cause delay or additional testing, at Contractor's sole discretion, and Contractor is not liable for any resulting damage.

5(e) **Hanging Items and Attachments.** Roofing work creates vibrations that may damage hanging items, so you agree to remove items hanging from inside and outside walls, soffits, and ceilings. If it is necessary or prudent to remove roof-mounted equipment to perform work, you will remove and reinstall the same at your cost. Contractor may remove the equipment if you have not done so in order to complete work and, if it does, will have no obligation to reinstall or align the equipment.

5(f) **Warranties.** Contractor warrants that its work will be performed in a good and workmanlike manner and, if a complete roof replacement is performed, that the roof will be free from leaks caused by defects in workmanship for two (2) years. Some of the material used on your project may be covered by manufacturer's warranties, and if so, those warranties are unaffected by this Agreement. Contractor will transfer all such warranties to you upon payment in full. Contractor is not responsible for work done by others. If you have another contractor finish, redo, or perform destructive testing on Contractor's work without Contractor's prior written approval, all warranties are void. EXCEPT AS SPECIFICALLY WRITTEN HERE, CONTRACTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS OR MERCHANTABILITY. ALL WARRANTIES ARE VOID IF YOU BREACH THIS AGREEMENT OR IF YOU FAIL TO TIMELY PAY ANY AMOUNT OWING.

5(g) **Inspections.** You agree to notify Contractor within 72 hours of discovering any problem with its work and to immediately take reasonable action to prevent any further damage and allow Contractor to inspect and cure any alleged defects. If you do not, Contractor shall have no liability and its warranty shall be void. Upon proper notice, Contractor will investigate the problem. Multiple investigations may be necessary. If Contractor determines that further work is required, it will cooperate with you in ensuring that work is completed. You agree to cooperate by providing to Contractor access to your property at reasonable times.

5(h) **Accidents or Acts of God.** You agree that Contractor is not responsible for damage from fire, rain, windstorm, hail, tornadoes, terrorist attack, distortions, failure or cracking of the roof deck, walls, or foundation, hurricanes, or other hazards to work in progress, completed work, or the property or your personal property. You agree to maintain in force a policy of insurance covering casualty to your property from such conditions.

7. **CANCELLATION / RESCISSION.** You may only cancel this Agreement without penalty or fee if you do so by delivering written notice to Rocco Solid Construction at roccosolid.iowa@gmail.com or by mail to 13815 109th St. Unit B, Urbandale, IA 50322, received on or before 72 hours after: (1) you enter into this contract; or (2) your carrier denies all or part of a roofing claim unless the denial is based on supplemental roofing services for damage that could not reasonably have been foreseen as necessary at the time of this contract. If you attempt to cancel this contract at any other time or in any other manner, you are in material default and breach of this contract. In that event you agree to pay the Contractor the sum of 25% of the final price as compensation for Contractor's preparations as liquidated damages. If you cancel after Contractor has performed construction work, you will pay the price for any work completed already and such work as is necessary, at Contractor's discretion, to prevent damage or loss to property, and also pay liquidated damages of 25% on any further scope of work not yet performed. Contractor's remedies under this section are cumulative with any other remedies Contractor may have under the contract or under applicable law.

8. **EXCESS MATERIAL.** As an unavoidable consequence of Contractor's efforts to ensure your project is properly completed, there may be excess materials purchased. If so, those excess materials remain the property of Contractor.

9. **AUTHORITY.** Contractor is not obligated under this Agreement until it is signed and approved by an officer of the company or an authorized agent (other than the salesperson) or when work begins.

10. **ASSIGNMENT.** This Agreement and any warranty are non-transferable. You may not assign your rights or obligations. There are no third-party beneficiaries.

11. **GOVERNING LAW.** This Agreement shall be governed by the laws of Iowa. All lawsuits or other disputes related to or arising under this Agreement shall be brought only in Des Moines County Court, or in the County in which the property is situated, at Contractor's sole option. Upon Contractor's sole election, all such disputes shall be resolved by binding arbitration under the rules of the American Arbitration Association, with you and Contractor each paying half of the costs of any arbitration. Contractor alone may recover its costs to conduct arbitration from you in addition to any other amounts if it prevails, and may obtain default judgment against you if you decline to participate or pay your portion.

12. **INCORPORATION.** This Agreement constitutes the complete agreement between the parties. You agree that you will not rely upon and have not received any representations by a sales representative or Contractor except as specifically written in this Agreement, and that no additional promises or representations have been offered as an inducement to signing.

13. **MODIFICATION.** This Agreement may only be modified in writing, signed by you and by Contractor. Headers are for organizational purposes only and are not themselves terms of the Agreement. Failure by Contractor to enforce any part of this Agreement is not a waiver.

14. **INVALIDITY.** If any provision of this Agreement is invalid under applicable law, it is to that extent deemed omitted and this Agreement shall be enforceable to the extent possible.

15. **COUNTERPARTS.** This Agreement may be executed in more than one counterpart and by different people on separate counterparts that together constitute the Agreement.

16. **PERMITS.** You appoint and authorize Contractor to act as your agent for the purposes of scheduling government inspections or signing as "Owner" for the same if required. This shall not result in a fiduciary obligation to you but is instead to facilitate the inspection process.

17. **GUARANTEE.** Any individuals signing this Agreement on behalf of Customer are Guarantors and represent that they have actual authority to bind the owner of the property and agree to personally guarantee the performance and payment by the Customer and the property owner. Contractor may make other arrangements with Customer or the owner and the guarantors will remain responsible for all payments and obligations. Customer does not have to notify Guarantors if Customer or the property owner fail to meet obligations under the Agreement. If they do, guarantors shall immediately pay in accordance with the default provisions of the Agreement all sums due and perform all obligations under the Agreement.

18. **ADVERSARY PROCEEDINGS.** If Rocco Solid Construction or its employees, owners, or representatives are asked or compelled to search for documents, respond to a subpoena, or present testimony in deposition, court, or arbitration, then you will pay Rocco Solid Construction an hourly rate of \$125.00 per hour for each hour Rocco Solid Construction or its representative spends complying with such request or holding themselves available to do so.

19. **YOUR RESPONSIBILITIES.** You agree to allow Contractor reasonable access to the property and supply water, gas, sewer, and electrical utilities to Contractor. You are responsible for removing or protecting all personal property. You shall not direct, interfere with, or obstruct Contractor or any worker or materialman related to Contractor. You shall remove any objects which may obstruct Contractor's access to the worksite or the property.

GAF Warranties



Learn about a great
way to protect the
roof that protects
your home



We protect what matters most™



It's more than a warranty— it's a burst of confidence

We can't help with stage fright or your poker face, but we can help you feel more confident in your decisions, knowing your new roof is protected by a Silver Pledge™ Limited Warranty backed by GAF, North America's largest roofing manufacturer.



It's security, measured in decades



When you install a qualifying GAF shingle, the basic *GAF Shingle & Accessory Limited Warranty* provides a Lifetime* limited warranty term for the shingles. And when you install a qualifying GAF shingle with at least 3 qualifying accessory products, you are automatically covered by the *GAF Roofing System Limited* Warranty*, which also provides Lifetime* coverage for your qualifying accessory products! "Lifetime" means as long as the original owner(s) [or the second owner(s) in certain circumstances] owns the single-family detached residence where the shingles and qualifying accessories are installed.

The Lifetime* warranty term also comes with 10 years of 100% coverage, during which GAF will provide any replacement GAF products necessary to repair your roof due to a manufacturing defect. GAF will also pay the reasonable cost to install them.* This warranty is also transferable, once, to the next homeowner, for free.

With the *GAF Roofing System Limited Warranty*, after ten years, replacement materials and installation labor are prorated.

Protect your home with our **Silver Pledge™ Limited Warranty!**

The **Silver Pledge™ Limited Warranty** increases the 100% coverage period against manufacturing defects from 10 years to 50 years. It also covers tear-off and disposal costs.

Best of all, it provides 10 years of coverage against errors in the application of your GAF Shingles & Accessories and Covered Flashings that might have been made during the installation of your roof.

Warranty	Features	100% Coverage
GAF Roofing System Limited Warranty	Replacement Materials + Installation Labor	10 years 100% Coverage
Silver Pledge™ Limited Warranty 	Replacement Materials + Installation labor + Cost to tear off (If necessary) + Disposal	50 years 100% Coverage
	Workmanship	10 years 100% Coverage

*See GAF Shingle & Accessory Limited Warranty and GAF Roofing System Limited Warranty for complete coverage and restrictions. See gaf.com/LRS for a list of qualifying shingles and accessory products.

To be eligible for the Silver Pledge™ Limited Warranty, you **MUST** fulfill these requirements:



1. You **MUST** install a full roof; roofs installed on **portions** of buildings (such as half a roof on a duplex structure) do not qualify.
2. Your roof **MUST** be installed by a GAF Master Elite® Roofing Contractor.
3. The roof system must **NOT** be installed over an existing roof — all existing materials must be removed to the deck.
4. If a **new** nail base insulated deck system is being installed, you must install GAF ThermoCal® Ventilated Nail Base Roof Insulation (covered by the *ThermoCal® Nail Base Roof Insulation Panels Limited Warranty*).
5. In addition to eligible GAF Roofing Shingles (visit gaf.com/LRS for eligible products), you **MUST** use one item from at least **four of the following five accessory product categories**:

(a) **GAF Roof Deck Protection** (visit gaf.com/LRS for eligible products). **Note:** If eligible products are not available, you may substitute any #30 ASTM D4869 felt or any #15 or #30 ASTM D226 felt, but it will NOT count towards one of the four required accessory product categories.

(b) **GAF Leak Barrier** in valleys and around dormers, side walls, firewalls, chimneys, plumbing vents, and skylights (visit gaf.com/LRS for eligible products). In addition, in the North (see map), an eligible Leak Barrier product **must** also be used at all eaves to at least 24" (60.96 cm) inside of the warm wall. Leak Barrier is **highly recommended** (but **not** required) at all roof rakes and other vulnerable leak areas.



(c) **GAF pre-cut Starter Strip Shingles** (only those with factory-applied adhesive) at the eaves (visit gaf.com/LRS for eligible products).

Note: Your GAF LayerLock-labeled Shingles will be covered up to the maximum wind speed **ONLY** if installed using **4 nails** per shingle **and** you have GAF Starter Strip Products installed at the eaves **and** rakes. All other GAF Shingles require use of **6 nails** per shingle **and** GAF Starter Strip Products installed at the eaves **and** rakes.

(d) **GAF Attic Ventilation Product** installed in a properly balanced attic ventilation system consisting of both intake and exhaust ventilation (visit gaf.com/LRS for eligible products). **Note:** Although Master Flow® Attic Exhaust Vents count as an eligible accessory product in the GAF Attic Ventilation Category, they are covered by either the *Master Flow® Powered Ventilation Products Limited Warranty* or *Master Flow® Ventilation Products Limited Warranty*, depending on the product.

(e) **GAF Ridge Cap Shingles** (visit gaf.com/LRS for eligible products) or shingles that correspond to the shingle product you are installing, as follows:

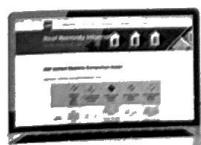
GAF Shingle installed	Corresponding GAF Ridge Cap Shingles
Royal Sovereign®	Cut-up Royal Sovereign® Shingles
	Cut-up Marquis WeatherMax® Shingles
	Any GAF Ridge Cap Shingle
Marquis WeatherMax®	Cut-up Marquis WeatherMax® Shingles
	Any GAF Ridge Cap Shingle
All other shingles	Any GAF Ridge Cap Shingle

6. For maximum weather protection, the use of GAF-labeled Ultimate Pipe Flashing® at all plumbing vents is highly recommended (but not required). Ultimate Pipe Flashing® will be covered under the *Silver Pledge™ Limited Warranty* but will not fulfill a required accessory product category.

7. New metal flashing(s) **MUST** be installed (unless existing flashing(s) are in like-new condition or are at "unworkable" wall interfaces). Metal drip edge **MUST** be used at eaves and is **recommended** (but **not** required) at rake edges.

In addition to the requirements listed above, **your Contractor must register and pay for your warranty within 45 days after installation. The warranty can be registered online at the GAF Contractor Zone (visit ccz.gaf.com). If your Contractor has not registered your warranty within 45 days after installation, GAF reserves the right not to issue your Silver Pledge™ Limited Warranty.**

Note: GAF reserves the right to withhold the warranty if the roof has not been installed according to GAF published application instructions.



For more information, visit
gaf.com/warranty

We protect what matters most™



It's a matter of trust

Installing a new roof is a big responsibility. But you can feel great about putting your project into the qualified hands of a factory-certified GAF Master Elite® Roofing Contractor.

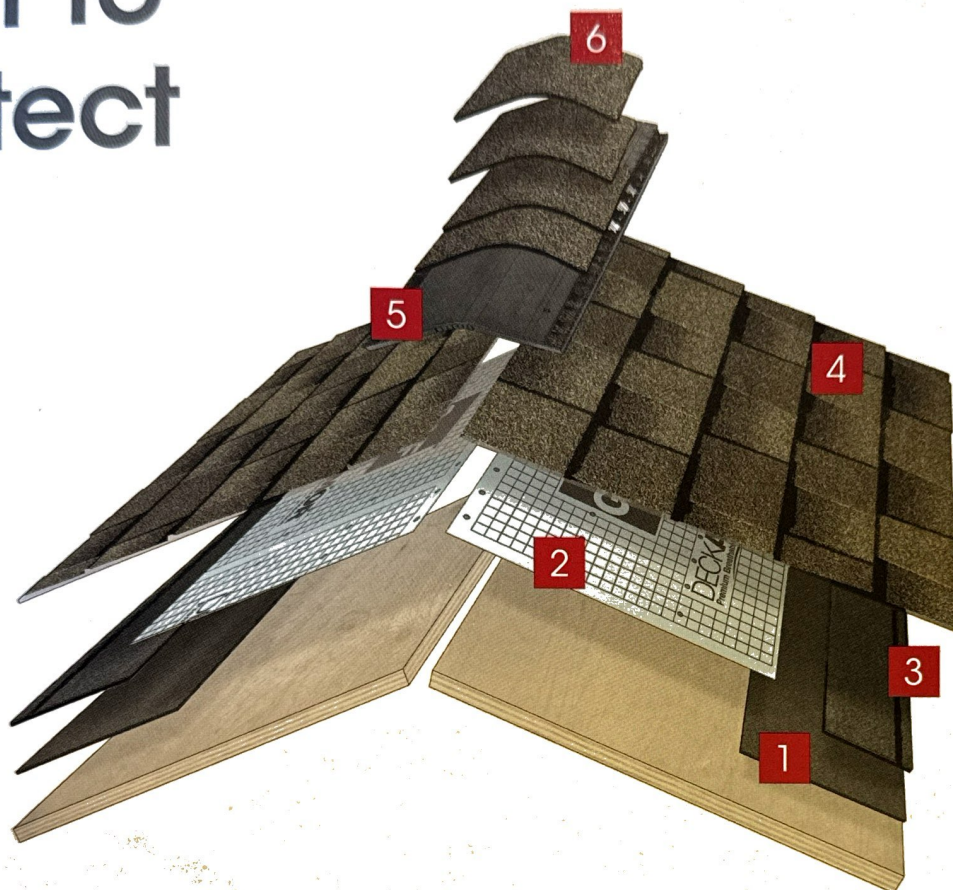
Less than 2% of roofing contractors can wear the GAF Master Elite® badge. It's a status that can't be bought — it has to be earned. Every GAF Master Elite® Roofing Contractor must show that they are insured; licensed by their state, province, or territory;¹ properly trained to install GAF products; and established in their local community with a history of installing roofs. As a result, more than 90% of property owners surveyed would recommend their GAF Master Elite® Contractor to others.²

Contractors enrolled in GAF certification programs are not employees or agents of GAF, and GAF does not control or otherwise supervise these independent businesses. Contractors may receive benefits, such as loyalty rewards points and discounts on marketing tools from GAF for participating in the program.

¹Applies in states/provinces/territories where all roofing contractors are required to be licensed.
²Based on a GAF survey of 18,020 property owners served by GAF Master Elite® Contractors from January 2019 to July 2020.



It's a system, built to protect



Leak Barrier
Helps prevent leaks
caused by wind-driven
rain and ice dams



Roof Deck Protection
Helps shield the roof
deck from moisture
infiltration



Starter Strip Shingles
Helps guard against
shingle blow-offs



Lifetime Shingles*
Beautify and protect
for years to come



Cobra® Attic Ventilation
Helps reduce attic
moisture and heat



Ridge Cap Shingles
The finishing touch that
helps defend against leaks
at the hips and ridges



Visit gaf.com/Lifetime



The GAF Lifetime Roofing
System has earned the
prestigious Good Housekeeping
Seal (applicable in U.S. only).

* Lifetime refers to the length of warranty coverage provided and means as long as the original individual owner(s) of a single-family detached residence (or eligible second owner(s)) owns the property where the qualifying GAF products are installed. For other owners/structures, Lifetime coverage is not applicable. Lifetime coverage on shingles requires use of GAF Lifetime shingles only. See GAF Shingle & Accessory Limited Warranty for complete coverage and restrictions. Lifetime coverage on shingles and accessories requires use of any GAF Lifetime Shingle and any 3 qualifying GAF accessories. See GAF Roofing System Limited Warranty for complete coverage and restrictions. Visit gaf.com/LRS for qualifying GAF products.



First American
*Home Warranty*SM

FIRST AMERICAN HOME WARRANTY PLANS

MORE Coverage.
MORE Upgrades.
MORE Peace of Mind.



Our most comprehensive coverage ever. Customizable plans and reduced out-of-pocket costs.



THE MAX PLAN



NO HVAC REFRIGERANT LIMIT



RE-KEY SERVICE FOR BUYERS

firstamrealestate.com | 800.444.9030

Midwest



Home Warranty Overview

**Buyers can
order home
warranties up
to 60 days
post-close.**

Easy-to-use coverage

24/7 access: Sign in at firstamrealestate.com
or call 800.992.3400

What is a home warranty plan?

A home warranty is a renewable service protection plan for a home's major appliances and systems. First American offers plans for new homebuyers, sellers, and homeowners.

Our home warranty plans help protect home sellers from costs and delays during their listing period and homebuyers from costly breakdowns after their closing.

How do home warranties work?

With a First American home warranty, when a covered appliance or system breaks, if we can't repair it, we'll replace it.* We work with you and our network of independent prescreened service providers to deliver quality service and value you can rely on.

How does a home warranty help you?

Home warranty coverage is the best way to protect your budget and take the stress and hassle out of repairing or replacing expensive home systems and appliances when they fail.

Since 1984, and across the country, First American has provided more than 12 million home warranty members like you with high-quality, industry-leading protection that helps make homeownership easier.

What does your plan cover?

On page 6 you'll see a sample contract for homebuyers and sellers. It shows what our product covers and available options. You'll also find details on what's not covered and any coverage limitations.

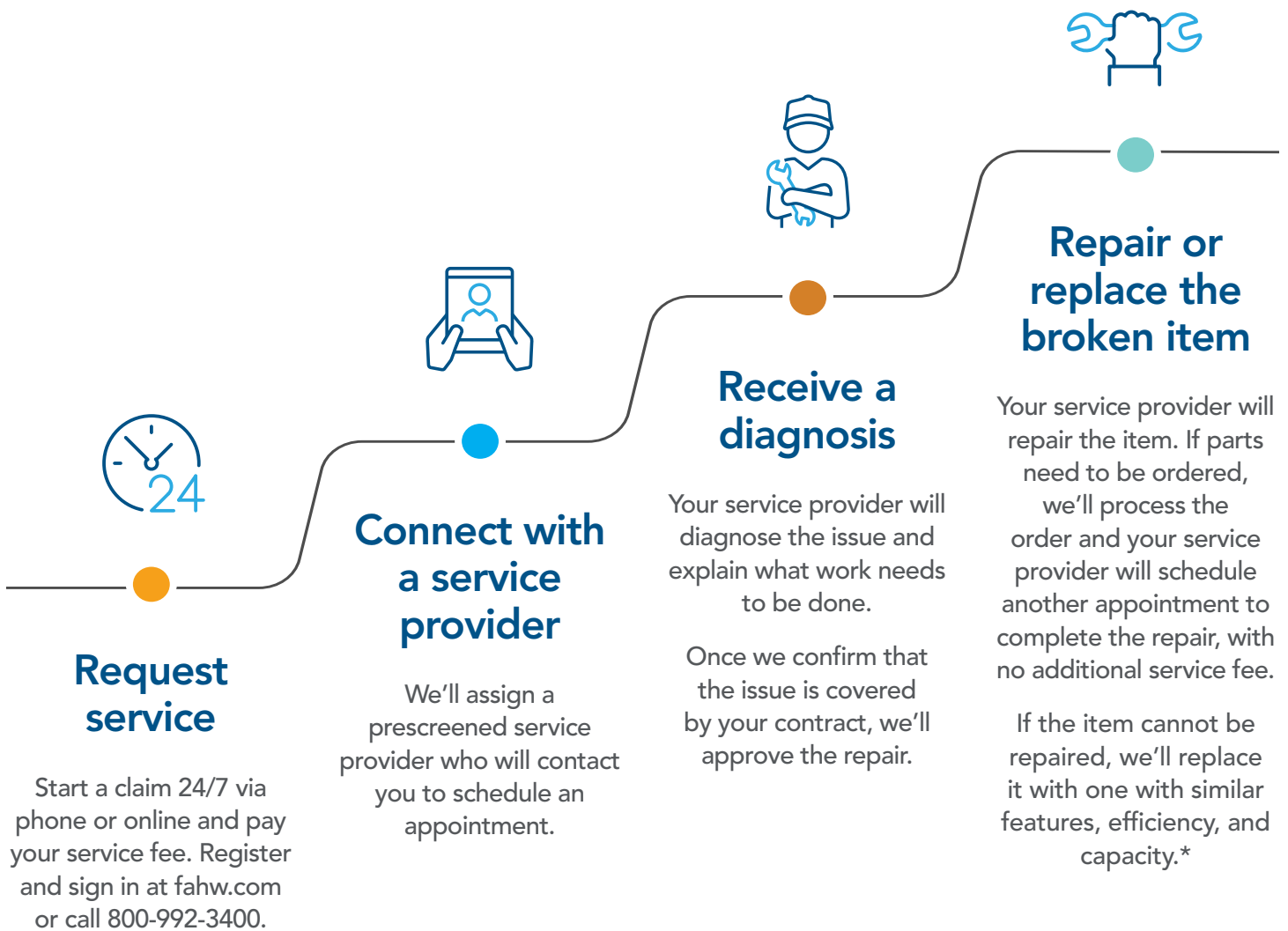
What home warranty benefits are included?

We are here for you when the things you count on break, but there's more to enjoy about home warranty membership. Your plan includes exclusive member benefits and discounts that help make owning a home even easier.

See page 4 for member details and learn how to start using your benefits to help you with moving, completing projects, taking discounts on new appliances, and more.

*In some instances, Homeowner and First American may agree to payment of cash in lieu of repair or replacement. Payment will be made based on First American's negotiated rates with its suppliers, which may be less than retail. Please review the sample contract for specific coverage, terms and limitations.

How Our Home Warranty Service Process Works



*For kitchen refrigerators, repair or replacement of ice makers, ice crushers, beverage dispensers and their respective equipment will only be completed when parts are available.

Why Choose First American?

First American is a leading provider of home warranties with the experience and strength of an industry leader. Since 1984, First American has provided quality protection for homeowners across the nation, through more than 12 million home warranties.



Exclusive Member Benefits



Before Your New Home Closes

Save \$100 On Handyman and Moving Services

You'll get a Porch Home Assistant Gold membership and four \$25 coupons for handyman and moving services.* Let Porch handle all the extra tasks that come with moving, such as lining up home improvement pros, setting up utility service, and more. Visit porch.com/home-assistant/First-American to get started.

*Disclaimer: Limit one coupon per appointment. Coupons may not be combined with any other offers or discounts. Please notify Porch of your coupon during booking. Discount will be applied at the time your appointment is scheduled. Porch Services may not be available in all areas.

After Your Home Closes

Re-key Service

Use your online account to request service to get your home's locks keyed. You'll pay the usual home warranty service fee and get up to six locks re-keyed and receive four copies of the new keys.

Everyday Savings

Get Up to 40% off Appliances

Need to update the appliances in your new home? Save big on major brands like GE, Frigidaire, and Electrolux.

Save 10% on Home Projects and Services

Get special savings on home projects from a local off-duty firefighter through Hidrent. They can help with everything from lighting fixtures and TV mounting to cleaning gutters and general handyman services.

Get 5% off Refrigerator Water Filters

Enjoy 5% off filters and free shipping when you subscribe to refrigerator water filter delivery service.

How to Access Your Benefits

Simply sign in or register at fahw.com and click **Member Benefits** to access these amazing benefits. After your closing date, you'll be ready to schedule your re-key service and secure your home with new keys.



Upgrade Highlights

Our home warranty coverage is a comfort to budget-minded homeowners when covered household items break. Our upgrades help them extend — and customize — their coverage even more.



First Class Upgrade

- Up to \$250 for building permits
- Up to \$250 for correcting code violations
- Coverage for improper installations



Codes, Mods, and More

- Up to \$1,250 for correcting code violations and making modifications
- Coverage for HVAC zone controllers

Only available with the purchase of First Class Upgrade



Plumbing Plus

- Up to \$1,500 for plumbing encased in concrete
- Up to \$1,000 for external pipe leaks
- Up to \$250 for ground-level cleanouts
- Up to \$250 to clear stoppages caused by roots



Appliance Plus

Includes DOUBLE the coverage of the Basic Plan: \$7,000 per appliance for covered luxury items

Sample Contract & Coverage Overview

SHOULD YOU NEED SERVICE PLEASE READ THIS SERVICE CONTRACT (Contract) CAREFULLY and then place your claim at fahw.com or by calling (800) 992-3400.

This is a Contract for repair or replacement of expressly identified appliances, home systems, parts, components or equipment (collectively, Item(s)). Have your Contract number, make or model of covered Item and complete street address available. Service call fee is disclosed on your Home Warranty Summary page that precedes this Contract and is due at the time of claim placement (**one time service call fee per Contract for Optional Subterranean Termite Treatment is \$200**). In some cases, you may be offered a remote service visit.

IMPORTANT

This Contract covers only the Items expressly identified in this Contract and excludes all others (although only by way of example does Contract offer exclusions; which are not exhaustive). Items are not covered unless they are in safe working order at the start of coverage. To be covered, Items must be installed for diagnosis and located within the confines of the perimeter of the foundation of the primary living quarters or garage (except for coverages purchased that, by their description, are located outside of the foundation, including well pump, septic tank, sewage ejector pump, pressure regulator, air conditioning, pool/spa equipment or plumbing plus). This Contract provides coverage for unknown defects if the defect is not detectable through visual inspection or simple mechanical test (excluding renewal and non-real estate transaction customers). Items include malfunctioning systems and appliances due to lack of maintenance, rust, corrosion and chemical or sedimentary build-up. "Service Provider(s)" means all trade businesses who signed a written contract with First American Home Warranty Corporation (Company) (obligor). **Company will not reimburse you for services performed without prior approval. Company has the sole right to choose a Service Provider.**

COVERAGE TIME AND RENEWAL

You must report defects or malfunctions to Company during the term of this Contract.

1. Contract Effective Date is located on your Home Warranty Summary page. Coverage begins on Contract Effective Date and continues for 12 months, except;
 - A. Basic Seller's Coverage and Seller's Options (if elected) starts upon receipt of Contract number and continues until expiration of the initial listing period not to exceed 180 days or until close of sale or listing cancellation (whichever is first). Seller's Coverage may be extended at the discretion of Company.
 - B. New Construction Coverage begins 12 months after the close of sale and continues for 48 months.
 - C. Two-Year Coverage begins on Contract Effective Date and continues for 24 months.
2. Payment is due at close of sale and must be received by Company within 30 days.
3. Offer for future coverage is at Company's sole discretion. You will be notified of rates and terms for continuation of coverage.



Member of the NATIONAL HOME
SERVICE CONTRACT ASSOCIATION.

BASIC CONTRACT COVERAGE

It is important to review Limits of Liability as well as the Options Ordered section of your Home Warranty Summary page.

PLUMBING – Covered

- Pressure regulators
- Garbage disposal: all parts
- Circulating hot water pump
- Instant hot water dispenser: all parts
- Bathtub motor, pump and air switch assemblies
- Permanently installed sump pumps (ground water only)
- Valves: shower, tub, diverter, riser, angle stop and gate valves
- Leaks and breaks of water, drain, gas, vent or sewer lines
- Toilet tanks, bowls and mechanisms (replaced with white builder's standard as necessary)

Not Covered: Fixtures, faucets, filter, shower head, shower arm, shower enclosure and base pan, caulking and grouting, septic tank, hose bibbs, flow restrictions in fresh water lines, water conditioning equipment, sewage ejectors, saunas or steam rooms, whirlpool jets, fire suppression systems, gas lines in fireplace and leaks or breaks caused by freezing or roots.

NOTE: Company is only responsible for providing access for covered plumbing repairs through unobstructed walls, floors or ceilings and will return the opening to a rough finish. Coverage for diagnosis, access, repair or replacement of Items located in or under concrete is limited up to \$500.

PLUMBING STOPPAGES – Covered

- Clearing of stoppages in sink, tub, shower drains and toilets. Clearing of sewer and mainline stoppages (including hydrojetting if stoppage is unable to be cleared with cable) to 125 feet of point of access where ground level cleanout is existing. Clearing of lateral drain lines to 125 feet from point of access including accessible cleanout, p-trap, drain or overflow access point.

Not Covered: Stoppages caused by foreign objects, roots, collapsed or broken lines outside the foundation, access to drain or sewer lines from roof vent and costs to locate, access or install a ground level cleanout.

WATER HEATER – Covered

(Includes tankless water heaters)

- All parts, except;

Not Covered: Holding, storage or expansion tanks, flues and vents, fuel storage tanks and solar equipment.

NOTE: Coverage for diagnosis, access, repair or replacement of any modulating condensing boiler, geothermal or water source heat pump, glycol, heated water, steam or water heater/heating combination unit is limited up to \$1,500.

ELECTRICAL – Covered

- Plugs
- Wiring
- Conduit
- Junction boxes
- Doorbells (includes wiring)
- Circuit breakers (including ground fault)
- Smoke detectors
- Panels and sub panels
- Switches and fuses
- Telephone wiring

Not Covered: Computer, audio, video, intercom, fixtures, alarm – and all associated wiring or cables. Inadequate wiring capacity, sensor, relay, low voltage systems, power surges, timed circuits, and phone/utility company's equipment including but not limited to phone jacks, meters and wiring.

NOTE: Company is only responsible for providing access for covered electrical repairs through unobstructed walls, floors or ceilings and will return the opening to a rough finish.

KITCHEN APPLIANCES – Covered

(Limit up to \$3,500 per appliance)

- Dishwasher
- Trash compactor
- Microwave oven (built-in only)
- Kitchen range hood
- Oven/range/cooktop

Not Covered: Rotisseries, lights, knobs, dials, racks, baskets, rollers, removable trays, removable buckets, door glass, interior lining, lock assemblies, meat probe assemblies and clocks (unless they affect the primary function of the unit).

GARAGE DOOR OPENERS – Covered

- Motor
- Receiver unit
- Switches
- Carriage
- Capacitor
- Push arm
- Center rail assembly

Not Covered: Transmitters, adjustments, doors, gates and gate motors, side rails, rollers, hinges and springs.

CENTRAL VACUUM SYSTEM – Covered

- All parts, except;

Not Covered: Hoses and accessories which are removable.

NOTE: Company is not responsible for gaining or closing access to floors, walls or ceilings to locate the malfunction or to effect repair or replacement.

FANS – Covered

- Attic and exhaust fans: all parts.
- Whole house fans: all parts.
- Ceiling fans: all parts, except;

Not Covered: Light kits and remote transmitters.

ADDITIONAL COVERAGE FOR BUYER AND OPTIONAL COVERAGE FOR SELLER

NOTE FOR SELLER: Heating, Central Air Conditioning and Ductwork coverage is optional for the Seller at an additional charge. If elected, Company will pay up to a combined maximum limit of \$1,500 during Seller's Coverage period for such coverage.

HEATING – Covered

- Heat pump
- Gas, electrical, oil furnaces
- Radiators
- Hydronic circulating pumps
- Heating elements
- Mini-split ductless systems
- Gas valves to furnace
- Thermostats (including base)
- Heat pump refrigerant recharging
- Baseboard convectors

Not Covered: Auxiliary space heaters, cable heat, humidifier/dehumidifier systems or accessories, filters (including electronic air cleaners), registers, fuel storage tanks, heat lamps, fireplaces and key valves, fireplace inserts, baseboard casings and grills, chimneys, flues and vents, underground or outside components and piping for geothermal or water source heat pumps, well pumps and well pump components for geothermal or water source heat pumps, grain, pellet, stove style or wood heating units (even if only source of heating), system management or zone control systems (whether manual, electronic, computerized or pneumatic) and heat pump refrigerant recapture, reclaim and disposal.

NOTE:

- Coverage for diagnosis, access, repair or replacement of any geothermal or water source heat pump, glycol, heated water, steam or water heater/heating combination unit or oil furnace is limited up to \$1,500.
- Coverage for heat exchangers which fail during optional Seller's coverage is limited up to \$500.
- If Company determines that a package unit or the condenser of a central air conditioning or heat pump split system must be replaced, Company will replace the unit with a unit that meets current federal, state or local government efficiency standards. This note also applies to central air conditioning.

CENTRAL AIR CONDITIONING – Covered

- Refrigeration system (includes heat pump)
 - Thermostats
 - Condensing unit
 - Refrigerant lines
 - Air handling unit
 - Liquid and suction line dryers
 - Refrigerant recharging
 - Fuses, breakers, disconnect boxes and wiring
 - Evaporator coils (including thermostatic expansion valves)
- Evaporative cooler
- Built-in electric wall units
- Mini-split ductless systems

Not Covered: Humidifier/dehumidifier systems or accessories, registers, grills, filters (including electronic air cleaners), gas air conditioners, wine room cooling units, window units, underground or outside piping and components for geothermal or water source heat pumps, cooler pads, roof jacks or stands, system management or zone control systems (whether manual, electronic, computerized or pneumatic) and refrigerant recapture, reclaim and disposal.

NOTE:

- Coverage for diagnosis, access, repair or replacement of any geothermal or water source heat pump, glycol, heated water, steam or water heater/heating combination unit is limited up to \$1,500.
- Company is only responsible for providing access for covered central air conditioning repairs through unobstructed walls, floors or ceilings and will return the opening to a rough finish. Coverage for diagnosis, access, repair or replacement of items located in or under concrete is limited up to \$500.
- If Company determines that a package unit or the condenser of a central air conditioning or heat pump split system must be replaced, Company will replace the unit with a unit that meets current federal, state or local government efficiency standards.
- When replacing a central air conditioning or heat pump split system, Company will replace any covered component as well as modify the plenum, indoor electrical, air handling transition and duct connections as necessary to maintain compatibility and operating efficiency as required by the manufacturer of the replacement unit, including the installation of thermostatic expansion valves.

DUCTWORK – Covered

(Limit up to \$1,000)

- Ductwork from the heating or cooling unit to the connection at register or grill.

Not Covered: Grills and registers, improperly sized ductwork, insulation, dampers, collapsed or crushed ductwork, ductwork damaged by moisture, ductwork where asbestos is present, costs for inspections, locating leaks to ductwork, diagnostic testing of ductwork when required by any federal, state or local law, regulation, or ordinance, or when required due to installation or replacement of any system equipment.

NOTE: Company is only responsible for providing access for covered ductwork repairs through unobstructed walls, floors or ceilings and will return the opening to a rough finish.

ADDITIONAL COVERAGE FOR BUYER

The following coverage begins when payment is made at close of sale.

RE-KEY SERVICE – Covered

- The Re-key Service is available one-time per contract and includes the re-key of up to 6 keyholes and 4 copies of the new keys. The current keys for the 6 keyholes must be available and operational at the time of service otherwise additional services will be required.

Not Covered: Sliding doors; garage door openers, replacement of deadbolts, knobs or associated hardware; broken or damaged locks; padlocks; gate, window, file cabinet, safe, desk or mailbox locks; or any other services provided by the locksmith.

NOTE: You will be responsible for payment directly to the locksmith for any additional services.

OPTIONAL COVERAGE FOR BUYER AND SELLER

NOTE FOR SELLER: The following coverage is optional for the Seller at an additional charge.

NOTE FOR BUYER: You may purchase optional coverage up to 60 days from Contract Effective Date. Such coverage is not effective until payment is received by Company and coverage terminates upon Contract expiration.

(See First Class Upgrade section for details.)

OPTIONAL COVERAGE

NOTE FOR SELLER: The following optional coverage is not available.

NOTE FOR BUYER: You may purchase optional coverage up to 60 days from Contract Effective Date. Such coverage is not effective until payment is received by Company and coverage terminates upon Contract expiration.

POOL/SPA EQUIPMENT – Covered if purchased

- | | |
|--|-------------------|
| • Filters | • Valves |
| • Pumps | • Circuit board |
| • Timers | • Salt water cell |
| • Pump motors | • Heating units |
| • Pool sweep motor and pumps | |
| • Above ground plumbing and electrical | |

Not Covered: All cleaning equipment, including pop up heads, turbo and actuator valves, pool sweeps, liners, lights, structural defects, solar equipment, inaccessible components, humidifier/dehumidifier systems or accessories, jets and respective parts and components, fuel storage tanks, fill valves, system management or zone control systems (whether manual, electronic, computerized or pneumatic), disposable filtration media, chlorinators, ozonators and other water chemistry control equipment and materials, auxiliary, negative edge, waterslide, waterfall, ornamental fountain and their pumping and motor systems or any other pump or motor that does not circulate water from the pool or spa directly into the main filtration system as its primary function, heat pumps, salt, panel box, remote controls and dials.

NOTE: Coverage for salt water pool/spa equipment salt water cell and circuit board is limited up to \$1,500.

OPTIONAL UPGRADE FOR BUYER AND SELLER

FIRST CLASS UPGRADE

Covered if purchased

The following list is the additional coverage applied when the First Class Upgrade is purchased. Optional coverage (OPT) must be purchased for the upgrade to apply to those items. Note: some items are not available (NA) for the seller.

Buyer	Seller
• OPT	Air Conditioning: Filters, registers, grills, window units.
• OPT	Heating: Registers, grills, filters.
• OPT	HVAC Lifting Equipment: Company will cover fees associated with the use of cranes or other lifting equipment required to service roof-top heating or air conditioning units.
• OPT	Ductwork: Grills, registers.
• •	Garage Door Openers: Hinges, springs, transmitters.
• •	Plumbing: Faucets (replaced with chrome builder's standard), shower head and shower arm, hose bibbs, toilets (replaced with like quality up to \$600 per occurrence).
OPT NA	Clothes Washer and Dryer: Knobs, dials.
• •	Dishwasher: Racks, baskets, rollers, knobs, dials.
• •	Microwave Oven (built-in only): Interior lining, door glass, clocks, racks, knobs.
• •	Oven/Range/Cooktop: Rotisseries, racks, knobs, dials, interior lining.
• •	Trash Compactor: Removable buckets, knobs.
• •	Building Permits: Where local building permits are required prior to commencing replacement of appliances, systems or components, Company will pay up to \$250 per occurrence for such local building permits. Company will not be responsible for replacement service when permits cannot be obtained.
• •	Recapture, Reclaim, Disposal: Company will pay costs related to refrigerant recapture, reclaim and disposal (if required) and the removal of an appliance, system or component when Company is replacing a covered appliance, system or component.
• •	Improper Installations and Modifications: Company will repair or replace a covered system or appliance (excluding roofs and ductwork) that fails as a result of improper installation, modification or repair, or due to not being properly matched in size or efficiency at any time prior to or during the term of this contract provided the system is not undersized relative to the square footage of area being cooled or heated. In the event that a covered mismatched system or improper installation, modification or repair is in violation of a code requirement, Limited Code Upgrade applies.
• •	Limited Code Upgrade: Company will pay up to \$250 to correct code violations when effecting approved repairs or replacements. Company may, at its option, pay you in lieu of performing the work.

ORNAMENTAL FOUNTAIN – Covered if purchased
(Limit up to \$500)

- Pump and motor assembly.

Not Covered: System management or zone control systems (whether manual, electronic, computerized or pneumatic), filtration media, chlorinators, ozonators and other water chemistry control equipment and materials.

KITCHEN REFRIGERATOR – Covered if purchased
(Limit up to \$3,500)

- All parts, except;

Not Covered: Insulation, racks, shelves, drawers, tracks, handles, lights, interior thermal shells, food spoilage, stand alone freezers, refrigerators located outside kitchen area and refrigerant recapture, reclaim and disposal.

NOTE:

- Coverage is for any one of the following types of kitchen refrigerator/freezer units: a built-in kitchen refrigerator/freezer unit, a built-in combination of an all refrigerator unit and an all freezer unit, or a free standing kitchen refrigerator/freezer.
- Repair or replacement of ice makers, ice crushers, beverage dispensers and their respective equipment will only be completed when parts are available.

ADDITIONAL REFRIGERATION – Covered if purchased
(Limit up to \$1,000)

This option provides coverage for the following with a combined total of four appliances: additional refrigerator, wet bar refrigerator, wine refrigerator, free standing freezer and free standing ice maker.

- All parts of a refrigerator (including wet bar and wine refrigerator) and free standing freezer, except;

Not Covered: Kitchen refrigerator, wine room cooling units, insulation, racks, shelves, drawers, tracks, handles, lights, ice makers, ice crushers, beverage dispensers and their respective equipment, interior thermal shells, food spoilage and refrigerant recapture, reclaim and disposal.

- Free standing ice maker:
All parts which affect the primary function of the ice maker and water dispenser, except;

Not Covered: Filters, removable components which do not affect the primary function, interior thermal shells, insulation and refrigerant recapture, reclaim and disposal.

CLOTHES WASHER AND DRYER – Covered if purchased
(Limit up to \$3,500 per appliance)

- All parts, except;

Not Covered: Plastic mini-tubs, soap dispensers, filter and lint screens, knobs and dials, venting and damage to clothing.

OPTIONAL UPGRADE FOR BUYER

APPLIANCE PLUS – Covered if purchased

Coverage increases the basic plan limit to a total of \$7,000 per appliance for Kitchen Refrigerator, Kitchen Appliances and Clothes Washer and Dryer. The basic plan limit for Additional Refrigeration increases to a total of \$2,000.

NOTE: Kitchen Refrigerator, Clothes Washer and Dryer or Additional Refrigeration coverage(s) must be purchased for increased limits to apply. This option does not increase the limit for Outdoor Kitchen.

OUTDOOR KITCHEN – Covered if purchased
(Limit up to \$1,000)

Coverage is for components that affect the primary functional operation of the outdoor kitchen elements but does not cover cooking elements.

- Ceiling fan
- Dishwasher
- Electrical wiring and outlets
- Faucets (chrome builder's standard used when replacement is required)
- Plumbing water, drain or gas lines (except caused by freezing)
- Garbage disposal
- Outdoor refrigerator

Not Covered: All cooking equipment/devices and their respective accessories, kitchen refrigerator, ice makers, ice crushers, beverage dispensers and their respective equipment, insulation, shelves, drawers, tracks, handles, lights/kits, interior lining, food spoilage, refrigerant recapture, reclaim and disposal, racks, baskets, rollers, knobs, dials, door glass, fixtures and remote transmitters.

WATER SOFTENER AND REVERSE OSMOSIS WATER FILTRATION SYSTEM – Covered if purchased
(Limit up to \$500)

- All mechanical parts and components of the water softener and reverse osmosis water filtration system (for drinking water), except;

Not Covered: Leased/rented units, softening agents, chemical imbalance, high sodium content, water purification systems, salt, filters, filter components and replacement membranes.

WELL PUMP – Covered if purchased
(Limited to one well pump per home; Limit up to \$1,500)

- All parts of well pump utilized as a source of water to the home, except;

Not Covered: Well casings, booster pumps, pumps used exclusively for irrigation, animals and non-living quarters, piping or electrical lines, holding, pressure or storage tanks, redrilling of wells, damage due to lack of water, tampering, well pump and well pump components for geothermal or water source heat pumps, improper installation and access to repair well pump system.

SEPTIC SYSTEM – Covered if purchased
(Limit up to \$500 for tank system)

Pumping

- One time pumping per Contract if the stoppage is due to septic tank backup.

System

- Jet pump
- Aerobic pump
- Sewage ejector pump
- Septic tank line from house to septic tank

Not Covered: Septic tanks, seepage pits, leach lines, leach beds, grinder pumps, cleanout, cesspool, cost of locating or to gain access to the septic tank, cost of hook-ups, disposal of waste and chemical treatment of the septic tank or sewer lines.

SEWAGE EJECTOR PUMP – Covered if purchased
(Limited to one pump per contract; Limit up to \$500)

- All parts of sewage ejector pump not associated with the operation of a septic tank, except;

Not Covered: Basins and any costs associated with locating or gaining access to or closing access from the sewage ejector pump.

PEST CONTROL SERVICES – Covered if purchased

- Mice
- Pillbugs
- Earwigs
- Spiders
- Roaches
- Crickets
- Silverfish
- Centipedes
- Sowbugs
- Millipedes
- Ants (unless not covered)
- Clover mites
- Ground beetles

Not Covered: Fire ants, pharaoh ants, carpenter ants, fungus and wood destroying organisms, flying insects, termites, fleas, ticks and rats.

SUBTERRANEAN TERMITE TREATMENT

– Covered if purchased

- Treatment for subterranean termite infestation.

Not Covered: Infestation in decks or fencing or any infestation outside the confines of the foundation of the home or garage, repair of damage caused by subterranean termites.

You will pay a one time \$200 service call fee per Contract for subterranean termite treatment. Repeat visits are free of charge. All work will be performed by a licensed structural pest control Service Provider.

LIMITED ROOF LEAK – Covered if purchased

(Limit up to \$1,000)

- Leaks caused by rain to tar and gravel, tile, shingle, shake and composition roofs are repaired as long as leaks are caused by normal wear and tear and the roof was in water tight condition on Contract Effective Date. If replacement of the existing roof, in whole or in part, is necessary, Company's responsibility is limited to the estimated cost of repair of the leaking area only, as if the repair of that area were possible.

Not Covered: Roofs over detached structures, roof leaks caused by or resulting from: roof mounted installations, metal roofs, improper construction or repair, missing or broken materials, skylights, patio covers, gutters, drains, downspouts, scuppers, chimneys and defects in balcony or deck serving as a roof, routine periodic maintenance and consequential water damage.

Company will direct a Service Provider to contact you for an appointment or, at its option, may authorize you to contact a service provider directly. If authorized, you will be given a spending limit established by Company. Secondary or consequential water damage is not covered by this Contract.

NOTE: Service delays frequently occur during the first rains of the season or in heavy storms. While we will make every effort to expedite service, no service time guarantees can be made.

PRE-SEASON HVAC TUNE-UP – Covered if purchased

- One spring tune-up valid for service requests created on or between February 1 and April 30.
- One fall tune-up valid for service requests created on or between September 1 and November 30.

You are responsible for requesting service and will pay a service call fee for each pre-season tune-up service. Coverage is for one air conditioning or one heating system during each tune-up period; cost of tune-ups for additional systems require additional charges to be paid directly to the Service Provider. If covered service beyond the tune-up is required, an additional service call fee is due. Pre-season tune-ups will be tested and checked for the following items:

Air Conditioning: Thermostat, temperature split, capacitors, contactors, amp draw on compressor, amp draw on blower motor, accessible condensate line, condenser fan blades, clean and tighten electrical connections, refrigerant levels, replace filter (owner supplied) and rinse condenser coil (water rinse only).

Heating: Thermostat, limit switches, safety switches, capacitors, amp draw on motor, heating operation, inspect pilot system/ignitor, check and clean burners (if accessible) and replace filter (owner supplied).

Not Covered: Filters, cleaning of indoor/evaporative coil, clearing or unclogging condensate lines, geothermal systems, oil systems, hydronic or steam systems and ductless mini-split systems.

OPTIONAL UPGRADE FOR BUYER

CODES, MODS, AND MORE – Covered if purchased

This upgrade is only available with the purchase of the First Class Upgrade. Codes, Mods, and More covers the following items and increases the basic plan limits to the combined maximum aggregates listed.

- Up to \$2,500 for diagnosis, access, repair or replacement of any oil furnace, geothermal or water source heat pump, glycol, heated water, steam or water heater/heating combination unit.
- Zone controllers for Heating and Central Air Conditioning.
- Up to \$1,250 to correct code violations or make modifications when effecting approved repairs or replacements.

Not Covered: Restoration of wall, ceiling or floor coverings, cabinets, countertops, tile, paint or the like.

OPTIONAL UPGRADE FOR BUYER

PLUMBING PLUS – Covered if purchased

- Water heater expansion tanks.
- Up to \$250 to install a ground level cleanout.
- Up to \$250 to clear stoppages caused by roots.

Concrete Encasement

- Coverage is for the diagnosis, access, repair or replacement of leaks in water, drain and gas lines located in or under concrete inside the foundation of the primary living quarters. Coverage increases the basic plan limit to a combined maximum aggregate of \$1,500.

External Pipe Leaks

- Coverage is for diagnosis, access, repair or replacement of leaks and breaks to external water, gas and drain lines located outside the foundation of the primary living quarters, including repair or replacement of main shut off valve. Coverage is limited up to \$1,000.

Not Covered: Irrigation and sprinkler systems, pool/spa or fountain piping, utility owned shut off valves and landscape drain lines.

LIMITS OF LIABILITY

1. Common areas and facilities of mobile home parks and condominiums are not covered. Except as set forth in Pool trade, common systems and appliances not located within the confines of each individual unit are excluded.
2. Repairs or replacements required as a result of missing parts, fire, flood, smoke, lightning, freeze, earthquake, theft, storms, accidents, mud, war, riots, vandalism, improper installation, acts of God, damage from pests, lack of capacity or misuse are not covered by this Contract.
3. Liability is limited to repair or replacement cost of Item due to normal wear and tear. Cosmetic defects are not covered.
4. Company is not responsible for consequential, incidental, emotional distress, pain or suffering, tort or exemplary damages, secondary damage, loss resulting from the malfunction of any Item, or a Service Provider's delay or neglect in providing, or failing to provide, repair or replacement of an Item due to shortages of labor and/or materials, or any other cause beyond our reasonable control.

5. Unless specified otherwise, any dollar limit mentioned is in the aggregate.
6. Solar systems and components including holding tanks are not covered. System management or zone control systems (whether manual, electronic, computerized or pneumatic) are not covered.
7. Company is not responsible for the following: any corrections, repairs, replacements, upgrades, inspections or other additional costs to comply with federal, state or local laws, utility regulations, zoning or building codes; paying any costs relating to permits, haul away fees, construction, carpentry or relocation of equipment; gaining or closing access to Items except where noted in this Contract; and, alterations or modifications made necessary by existing equipment or installing different equipment except where noted in the Central Air Conditioning section of this Contract. Company will not alter structure to effect repair or replacement, nor refinish or replace cabinets, countertops, tile, paint, wall or floor coverings or the like.
8. Company does not provide service involving hazardous or toxic materials, including asbestos or any other contaminants. Company is not responsible for any claim arising out of any pathogenic organisms regardless of any event of cause that contributed in any sequence to damage or injury. Pathogenic organisms mean any bacteria, yeasts, mildew, virus, fungi, mold or their spores, mycotoxins or other metabolic products.
9. Contract covers only single family residential-use property, residential-use resale property or residential-use new construction property. Residential property over 5,000 square feet, multiple units, guest houses and other structures are covered if the appropriate fee is paid. Multiple unit plans include independent coverage limits for each unit except for pool/spa and septic systems. Two year plans' aggregate coverage limits reset every 12 months. Contract is for owned or rented residential property, not for commercial property or premises converted into a business, including but not limited to, nursing/care homes, fraternity/sorority houses, short-term rentals or day care centers.
10. Company will determine, at its sole discretion, whether a covered system or appliance will be repaired or replaced. When replacing any appliance, Company will not pay for any failures that do not contribute to the appliance's primary function including, without limitation, TVs or radios built into the kitchen refrigerator. Company will replace with equipment of similar features, efficiency and capacity but is not responsible for matching brand, dimensions or color. Company may install a smaller capacity unit, including but not limited to water heaters and furnaces, if the projected output of the replacement unit is similar to, or greater than, the replaced existing unit. Company reserves the right to replace with a rebuilt component or part or repair systems and appliances with non-original manufacturer's parts. When coverage has been confirmed and a replacement is needed, Company is not responsible for matching any features of an existing item that do not contribute to the primary function of that item.
11. Company reserves the right to obtain a second opinion at its expense. If Company informs you that a malfunction is not covered, you must ask Company for a second opinion from another Service Provider within 14 days of notice. Company will not reimburse for provider you select, not contracted with Company, to perform a second opinion. Company will dispatch a second Service Provider to diagnose the malfunction. If the outcome of the second opinion is different from the first opinion, Company will accept coverage under this Contract. If your requested second opinion's diagnosis is the same as the initial opinion, you will pay an additional service call fee.
12. Company is not responsible for repairs and/or replacements that are subject to a manufacturer's, distributor's or in-home warranty or subject to a manufacturer's recall. Covered systems and appliances must be domestic or commercial grade and specified by the manufacturer for residential use.
13. Company is not responsible for repair or replacement of any system, appliance, component or part thereof that has previously, or is subsequently, determined to be defective by the Consumer Product Safety Commission or the manufacturer, and for which either entity has issued, or issues a warning or recall,

or when a failure is caused by manufacturer's improper design, use of improper materials, formula, manufacturing process or manufacturing defect.

14. This contract does not cover routine maintenance.
15. You and Company may agree on payment of cash in lieu of repair or replacement. Payment is made based on Company's negotiated rates with its suppliers, which may be less than retail. If you accept cash payment, you are required to repair the Item or provide a new replacement and send proof of repair or replacement to Company. The Item will not be covered under this or future Contracts until such proof is provided.

CUSTOMER SERVICE

1. Claims can be placed online or by telephone at all times. During normal working hours (Monday – Friday) your claim will be dispatched within four hours of confirmation of coverage. The services contracted for will be initiated under normal circumstances by the Service Provider within 48 hours after request is made by you. Your submission to Company describing the problem is sufficient notice. The Service Provider will commence diagnosis without first requiring the completion of a written claim form or other such form of proof of loss. The Service Provider will contact you to schedule a mutually convenient appointment time; You will take reasonable measures to prevent secondary damage caused by a failed system or appliance. If you should request Company to perform service outside of normal business hours, you will pay additional fees, including overtime charges. Company must be notified as soon as a malfunction is discovered and prior to expiration of the Contract term.
2. "Trade Call" means each visit by an approved Service Provider to service each home system or appliance. You will pay the service call fee disclosed on your Home Warranty Summary page for each separate Trade Call. An additional service call fee will not be due when multiple visits are required to remedy the same home system or appliance. Service Providers dispatched for Trade Calls are independent Service Providers, not agents or employees of the Company. Company warrants Service Provider's work for 30 days. If the Item fails outside of the 30-day time period, an additional service call fee will be charged. Failure to pay the service call fee may delay processing of future claims.
3. If Company is not able to locate a Service Provider to service your claim, Company may request that you contact an out-of-network provider directly to obtain service. Company's policies and procedures for outside reimbursement are:
 - a. Approval must be secured in advance of any work being performed and is generally only granted when Company is unable to locate a Service Provider.
 - b. The out-of-network provider must be licensed and insured.
 - c. The out-of-network provider must provide detailed information regarding their diagnosis prior to performing work so that Company can confirm coverage and validate repair or replacement recommendations.
 - d. Covered repairs or replacement will be authorized if the work may be completed at an agreed upon rate.
 - e. You must submit the itemized paid receipt to Company for reimbursement within a reasonable amount of time. Company will reimburse up to the authorized amount.
 - f. Company will deduct any service fees owed from any reimbursement provided.

TRANSFER OF CONTRACT

If your covered property is sold during the term of this Contract, you have the right to assign this Contract provided that you notify Company of the change in ownership and must submit the name of the new owner by phoning (800) 444-9030 to transfer coverage.

CANCELLATION

Obligations of this Contract are backed by the full faith and credit of the Company and are not guaranteed by a service contract reimbursement insurance policy.

Unless allowed by law, this Contract is noncancelable other than by mutual agreement by you and Company.

Your request for cancellation must be in writing and can be submitted to cancellationsupport@firstam.com.

Company will not cancel your Contract except for any of the following reasons:

- 1. Nonpayment of Contract fees when due.
- 2. You or your agent's fraud or misrepresentation of facts material to the issuance of this Contract, or in presenting a claim for service thereunder.
- 3. This Contract provides coverage prior to the time that an interest in residential property to which it attaches is sold and the sale of the residential property does not occur.

Kansas and Nebraska Residents Only:

If this Contract is cancelled, you shall be entitled to a pro rata refund of the paid Contract fee for the unexpired term, less a \$50 administrative fee and all service costs incurred by Company.

Iowa and Missouri Residents Only:

If this Contract is returned for cancellation within 30 days of the time this Contract is mailed or within 20 days of delivery to you and no claim has been made, this Contract is deemed void and you shall be entitled to a refund of the full purchase price. The right to void this Contract is not transferable and shall apply only to the original Contract purchaser and only if no claim has been made prior to its return to Company.

If a claim has been made or if this Contract is cancelled at any other time, you shall be entitled to a pro rata refund of the paid Contract fee for the unexpired term, less an administrative fee of \$50 (or 10% of the total premium paid (whichever is less) for Iowa residents) and all service costs incurred by Company.

Any refund due to you shall be paid or credited within 30 days after this Contract is returned to Company. A 10% penalty of the purchase price shall be added per month to a refund not paid or credited every 30 days thereafter.

Iowa Residents Only:

If Company cancels this Contract, Company shall use the last known address on record to send by first-class mail a written notice to you at least 30 days prior to the cancellation that states the effective date and reason for cancellation. In such case, you shall be entitled to a pro rata refund and will not be charged a cancellation fee.

YOUR DUTIES

You are responsible for the following: (i) Protecting appliances/systems; (ii) Reporting claims promptly; (iii) Installing and maintaining appliances/systems following manufacturer's specifications and (iv) Maintenance if the Service Provider determines it is required to achieve manufacturer results of systems and appliances.

MISCELLANEOUS

Iowa Residents Only:

Iowa residents may contact the Iowa Insurance Division at 1963 Bell Avenue, Suite 100, Des Moines, IA 50315-1000.

RESOLUTION OF DISPUTES

This provision constitutes an agreement to arbitrate disputes on an individual basis. Any party may bring an individual action in small claims court instead of pursuing arbitration.

All disputes and claims arising out of or relating to the Contract must be resolved by binding arbitration. This agreement to arbitrate includes, but is not limited to, all disputes and claims between Company and the Homeowner, Company and the Seller, and claims that arose prior to purchase of the Contract. This agreement to arbitrate applies to Company, Homeowner and Seller, and their respective parent and subsidiary companies, affiliates, agents, employees, predecessors and successors in interest, assigns, heirs, spouses, and children. **As noted above, a party may elect to bring an individual action in small claims court instead of arbitration, so long as the dispute falls within the jurisdictional requirements of small claims court and remains in that court.**

Any arbitration must take place on an individual basis, and Company, the Homeowner and the Seller agree that they are waiving any right to a jury trial and to bring or participate in a class, representative, or private attorney general action, and further agree that the arbitrator lacks the power to consider claims for injunctive or declaratory relief, or to grant relief affecting anyone other than the individual claimant. If a court decides that any of the provisions of this paragraph are invalid or unenforceable as to a particular claim or request for a particular remedy (such as a request for public injunctive relief), then that claim or request for that remedy must be brought in court and all other claims and requests for remedies must be arbitrated in accordance with this Contract.

The arbitration is governed by the Consumer Arbitration Rules (the "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Contract, and will be administered by the AAA. Company will pay all AAA filing, administration and arbitrator fees for any arbitration it initiates and for any arbitration initiated by another party for which the value of the claims is \$75,000 or less, unless an arbitrator determines that the claims have been brought in bad faith or for an improper purpose, in which case the payment of AAA fees will be governed by the AAA Rules.

The arbitration will take place in the same county in which the property covered by the Contract is located. The Federal Arbitration Act will govern the interpretation, applicability and enforcement of this arbitration agreement. This arbitration clause will survive the termination of this Contract.

AGREEMENT

You and Company are parties to the Contract (Parties). This Contract constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements and understandings of the Parties. No modifications to this Contract are effective unless in writing and signed by both Parties.

MW 11/24 Ver. RE25MW

First American home warranty plans have reasonable dollar limitations on coverages. Although this sample contract provides specific details, here is a quick reference for your convenience.

Limits may increase if optional upgrades such as First Class Upgrade, Appliance Plus, Plumbing Plus, and Codes, Mods, and More are purchased.

Warranty Coverage Dollar Limitations

DIAGNOSIS, ACCESS, REPAIR AND/OR REPLACEMENT LIMITS	
Steam, Heated Water or Glycol Heating.....	\$1,500
Per Appliance	\$3,500
Additional Refrigeration (up to 4 units)	\$1,000
Salt Water Pool/Spa Equipment.....	\$1,500
Seller's Heating, Central Air Conditioning and Ductwork.....	\$1,500
Well Pump.....	\$1,500
Limited Roof Leak	\$1,000
Ductwork	\$1,000
Concrete Encased Items	\$500
Seller's Heat Exchanger.....	\$500
Septic System	\$500
Sewage Ejector Pump	\$500
Ornamental Fountain	\$500
Water Softener/Reverse Osmosis Filtration System	\$500
Outdoor Kitchen	\$1,000

All coverage limits are in the aggregate unless otherwise specified.



UTILITY INFORMATION

Property Address:	6801 Washington Avenue, Windsor Heights, Iowa 50324
Seller(s) Name:	Teresa Schutte
Buyer(s) Name:	
Date of Purchase Agreement:	

Seller is providing the following contacts to assist buyers with the transfer of utilities. There might be a variety of options for each utility. The list below simply shows the provider currently used by the Seller.

PLEASE NOTE: Seller's will cancel utilities for the property effective

ENTER DAY OF CLOSING

GAS

Provider: MidAmerican

Phone: 1 (888) 427-5632

WATER

Provider: Des Moines Water Works

Phone: (515) 283-8700

HOME PHONE/CABLE

Provider:

Phone:

INTERNET

Provider: T-Mobile and Mediacom on site

Phone:

MAILBOX CLUSTER

Location:

Box Number:

ELECTRIC

Provider: MidAmerican

Phone: 1 (888) 427-5632

TRASH

Provider: Des Moines Water Works

Phone: (515) 283-8700

Day of Pick Up: Monday

Recycle Day of Pick Up: EO Monday

Leaving Bins at Property:

HOME SECURITY

Provider:

Phone:

DOOR BELL SECURITY

Provider:

Phone:

Iowa Radon Homebuyers and Sellers Fact Sheet



**Promoting and Protecting
the health of Iowans**

What is Radon?

Radon gas occurs naturally in the soil, and is produced by the radioactive breakdown or decay of uranium and radium. Long ago, glacial activity left behind ground-up deposits of many minerals such as uranium in the soil or upper crust in Iowa. Because radon is a gas it can seep into buildings, including homes. It is an odorless and invisible gas that is also radioactive and harmful to humans when inhaled.

Where is Radon found in Iowa?

EPA has identified all counties in Iowa as Zone 1. Zone 1 counties have a predicted average indoor radon screening level of more than 4 pCi/L (picocuries per liter). The total average indoor radon level in Iowa is 8.5 picocuries per liter (pCi/L) of air, and in the United States it is 1.3 pCi/L of air. Average radon levels of 4 pCi/L are considered elevated, and remediation is recommended.

The primary source of high levels of radon in homes is in the soil below and soil surrounding the home. It is found in new and old homes, and in homes with and without basements. **Based on data collected from radon home tests, the Iowa Department of Public Health (IDPH) estimates that as many as 5 in 7 homes (or greater than 50-70%) across Iowa have elevated radon levels.** Radon levels can vary from area to area and can vary considerably from house to house, even on the same street and neighborhood. A high and low level of radon can be found in homes directly next to each other.

How does Radon get into a home?

Warm air rises, creating a small vacuum in the lower areas of a house. Radon moves through and into the home as air moves from a higher pressure in the soil to a lower pressure in the home. Radon gas seeps into a house the same way air and other soil gases enter: from the soil around and under the home and through cracks in the foundation, floor or walls; hollow-block walls; and openings around floor drains, pipes and sump pumps; and through crawl spaces.



What are the Health Effects of Radon?



There is overwhelming scientific evidence that exposure to elevated levels of radon causes lung cancer in humans. Radiation emitted from radon can cause cellular damage that can lead to cancer when it strikes living tissue in the lungs. Radon is the first leading cause of lung cancer in nonsmokers, and the second leading cause of lung cancer overall. It is responsible for about 21,000 deaths every year in the US.

EPA also estimates that long-term exposure to radon potentially causes approximately 400 deaths each year in Iowa.

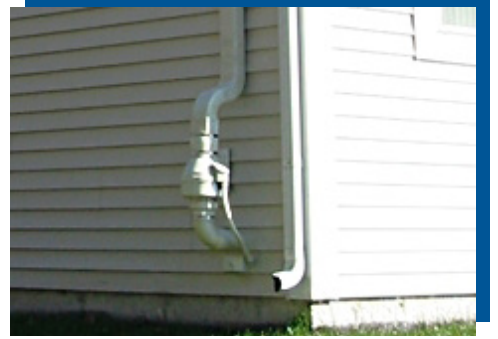
How do Home Buyers in Iowa find out if a home they are purchasing has elevated levels of Radon?

Home buyers interested in purchasing a home can test the homes for radon by contacting a licensed or certified radon measurement specialist. They can find a list of licensed radon measurement specialists by going online to www.idph.iowa.gov/Radon/ and searching the list of Iowa radon measurement specialists by county, or by contacting a real-estate professional for help on finding a radon testing professional. **Remember, the IDPH, the Environmental Protection Agency, the American Lung Association, and the Surgeon General recommend radon testing all new and existing homes for radon in Iowa before they are sold or before they are transferred to a different owner.**

How can elevated levels of Radon be fixed?

Licensed or credentialed radon mitigation contractors can install a radon mitigation system that provides a permanent solution. A typical radon mitigation system includes a suction point that addresses the soil underneath the structure. A home that has been mitigated will usually have a much lower radon level than the EPA's action level of 4 picocuries per liter. Addressing residential radon issues is an excellent step toward assuring good indoor air quality. A list of

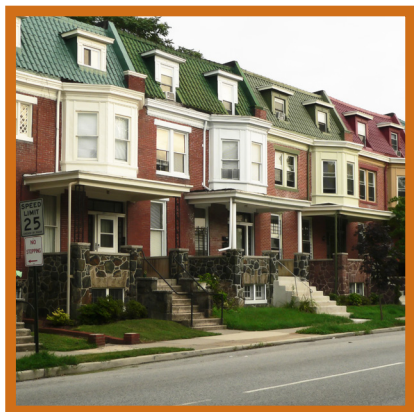
licensed radon mitigation contractors can be obtained from the state radon program by going online to www.idph.iowa.gov/radon/ and then clicking on the list of Iowa credentialed radon mitigation specialists by county. A radon information packet can also be obtained by calling 1-800-383-5992.



Additional Information:

Additional information about radon is available from the state radon program at 800-383-5992, and EPA's Web site, www.epa.gov/radon or the American Lung Association Web site at www.lungusa.org.





Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires sellers, landlords, agents and rental property managers to:

- Disclose known information about the presence of lead-based paint or lead-based paint hazards (or state there is none)
- Provide all available records and reports on lead-based paint and lead-based paint hazards (or state there are none)
- Include a specific warning statement about lead-based paint
- Give buyers up to 10 days to have a certified inspector or risk assessor check for lead.

If undertaking renovation, repair or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home ([see page 12](#)).



Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified risk assessor at cdxapps.epa.gov/leadpro.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills and other surfaces using wet methods.
- Take precautions to avoid exposure to lead dust when remodeling.
- Hire only EPA-, Tribal- or state-approved Lead-Safe Certified renovation firms when renovating, repairing or painting. Find an EPA-certified firm using cdxapps.epa.gov/leadpro.
- Have your home checked for lead-based paint by a certified inspector or risk assessor before buying, renting or renovating your home.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers and toys often.
- Make sure children eat a well-balanced diet with foods high in iron, calcium and vitamin C as these nutrients may help prevent the absorption of lead.
- Remove shoes or wipe soil and other dirt off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs or painting that disturb painted surfaces)
- Swallow lead dust that has settled on food, food preparation surfaces and other places
- Eat paint chips or soil that contains lead

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have dust that may contain lead on them.



Lead is dangerous to a developing fetus.

- Lead can build up in the body over time, settling in the bones. This stored lead can be transferred during pregnancy to a fetus or after birth to an infant through breast milk.

Please [see pages 13 and 14](#) for more information on sources of lead exposure.

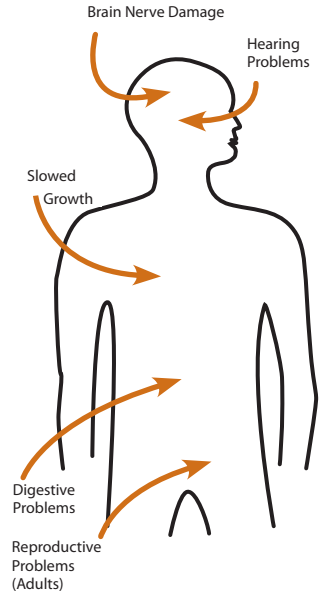
Health Effects of Lead

Lead affects the body in many ways. It is important to know that no safe blood lead level has been identified and even exposure to low levels of lead can harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder and decreased intelligence
- Speech, language and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage

While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness and in some cases, death.



In adults, exposure to lead can cause an increased risk of:

- Miscarriage during pregnancy
- The baby being born too early or too small
- Harm to a developing fetus' brain, kidneys and nervous system
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels (BLLs) tend to increase rapidly from 6 to 12 months of age, and BLLs tend to peak at 18 to 24 months of age.

A simple blood test is the best way to find out if a child has been exposed to lead. A child who has been exposed to lead may not have visible signs or symptoms and may look and act healthy. Consult your doctor for advice on getting your children tested.

Blood lead tests are required for the following groups:

- Children at 12 and 24 months enrolled in Medicaid
- Children between 24 and 72 months enrolled in Medicaid with no record of a previous blood lead test
- Children who should be tested under your Tribal, state or local health testing plan

Blood lead tests are recommended for the following groups:

- Children at 12 and 24 months living in areas that are at higher risk* or who belong to populations that are at higher risk*
- Children or other family members who have been exposed to lead

Your doctor can explain what the test results mean and if more testing will be needed.

* Some children are more likely to be exposed to lead than others. These include children who live or spend time in a house or building built before 1978, are from low-income households, live or spend time with someone who works with lead or are immigrants, refugees or recently adopted from less developed countries.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes and childcare facilities built before 1978 may have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country or suburbs
- In private and public single-family homes and apartments
- On surfaces inside and outside of the house
- In soil around a home (soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars)

Learn more about where lead is found at [epa.gov/lead](https://www.epa.gov/lead).

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm²), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorated lead-based paint (peeling, chipping, chalking, cracking or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters and porches

Lead-based paint is usually not a hazard if it is in good (intact) condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines any reportable level of lead dust measured by an EPA-recognized lead laboratory as hazardous.

If you suspect your home has lead-based paint, you should clean regularly to minimize dust using the information on [pages 9 and 11](#), especially when young children live in the home. EPA does not recommend lead abatements based on lead dust unless the lead dust is at or above the action levels listed on [page 11](#).

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead in dust or soil—which you may not be able to see—can both be hazards.

The only way to find out if paint, dust or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

Hire a certified lead professional to get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards or how to deal with them. A trained and certified lead-based paint inspector will inspect the paint using:
 - A portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples collected by the inspector to be tested in an EPA-recognized lead laboratory
- A **risk assessment** tells you if your home currently has any lead hazards from paint, dust or soil, and what actions to take to address any hazards. A trained and certified lead-based paint risk assessor will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust and soil samples
- A **combination inspection and risk assessment** tells you if your home has any lead-based paint, if it has any lead hazards and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed and ask questions about anything you do not understand. Closely monitor areas that are known to have lead-based paint.

Checking Your Home for Lead, continued

In preparing for renovation, repair or painting work in a pre-1978 home, Lead-Safe Certified renovators ([see page 12](#)) may do any of the following:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis
- Use EPA-recognized tests kits to determine if lead-based paint is absent
- Presume that lead-based paint is present and use lead-safe work practices

There are state, Tribal and federal programs in place to ensure that testing is done safely, reliably and effectively. Contact your state, Tribal or local agency for more information, visit epa.gov/lead, or call toll-free **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling 711.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bedtime.
- Keep play areas clean. Wash bottles, pacifiers, toys and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing or painting, hire only EPA-, Tribal- or state-approved Lead-Safe Certified renovation firms ([see page 12](#)).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat a well-balanced diet of fruits, vegetables, grains, dairy and protein-rich foods. Foods that are higher in iron, calcium and vitamin C may help reduce the body's absorption of lead. Children with empty stomachs absorb more lead than children with food in their stomachs.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing or painting by hiring an EPA-, Tribal- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards, you should hire a certified lead abatement contractor. Abatement methods (which are designed to permanently address lead-based paint hazards) include removing, sealing or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint will not permanently address the lead-based paint hazards.



Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm ([see page 12](#)) to perform renovation, repair or painting (RRP) projects that disturb painted surfaces.
- Hire a certified lead abatement contractor to permanently address lead hazards. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.
- Certified contractors will employ qualified workers and follow strict safety rules set by their state or Tribe or by the federal government.

Reducing Lead Hazards, continued

If your home has had a lead abatement, dust cleanup activities must be conducted once the work is completed. Dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following action levels:

- 5 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 40 $\mu\text{g}/\text{ft}^2$ for interior window sills
- 100 $\mu\text{g}/\text{ft}^2$ for window troughs

Abatement is designed to permanently address lead-based paint hazards. However, when an abatement is complete, lead dust may still remain above reportable levels ([see page 6](#)) and can also be reintroduced into an abated area. Steps to keep lead dust low after an abatement include:

- Using a HEPA vacuum on all furniture and other items returned to the area
- Regularly cleaning floors, window sills, troughs and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner

Please [see page 9](#) for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state, Tribal or local agency ([see pages 15 and 16](#)), visit cdxapps.epa.gov/leadpro, or call toll-free 1-800-424-LEAD [5323].

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state or Tribal program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. These prohibited methods are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods and then checked to confirm adequate cleanup.
- **Dispose of waste properly.** Collect and seal waste in a heavy-duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water in homes are lead pipes, fixtures, brass or chrome-plated brass faucets and plumbing with lead solder.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested (See below).

Remember that older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please use EPA's Safe Drinking Water online form at [epa.gov/safewaterhotline](https://www.epa.gov/safewaterhotline).

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](https://www.epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** Working in certain jobs may increase adults' potential exposure to lead, such as: renovation or repair of older homes and buildings, painting, construction, refinishing furniture, smelting, mining, auto repair, handling firearms and working at hazardous waste sites. If you work with lead, lead dust or soil could get onto your skin, in your hair and clothes, which can be transferred to the inside of your car or home. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, fishing, shooting at a gun range or refinishing furniture that has lead-containing paint or varnish. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint or varnish. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Items made in other countries and imported into the United States may have lead including toys, painted furniture, metal or plastic jewelry, health remedies, foods, spices, candies, cosmetics, powders, make-up used in religious and cultural practices and folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.
- **Older playground equipment** can contain old lead-based paint, and **artificial turf and playground surfaces** made from shredded rubber can contain lead. Take precautions to ensure young children do not eat shredded rubber or put their hands in their mouth before washing them.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead above 100 ppm by weight in most children's products.

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call toll-free **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water visit epa.gov/safewater or use EPA's Safe Drinking Water online form at epa.gov/safewaterhotline.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call toll-free **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

Food and Drug Administration

For information on lead in food and foodwares visit www.fda.gov/food/environmental-contaminants-food/lead-food-and-foodwares.

Centers for Disease Control and Prevention

For information on childhood lead poisoning prevention visit: www.cdc.gov/lead

State and Local Health and Environmental Agencies

Some states, Tribes, counties and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state, Tribal or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center toll-free at **1-800-424-LEAD [5323]**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling **711**.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs: epa.gov/lead/contacts.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont and 10 federally recognized Tribes)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands and 8 Tribes)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia and 7 Tribes)

Regional Lead Contact
U.S. EPA Region 3
Four Penn Center
1600 JFK Blvd
Philadelphia, PA 19103-2029

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee and 6 Tribes)

Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin and 37 Tribes)

Regional Lead Contact
U.S. EPA Region 5 (LL-17J)
77 West Jackson Boulevard
Chicago, IL 60604
(312) 353-3808

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1201 Elm Street, Suite 500
Dallas, TX 75270
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska and 9 Tribes)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
LCRD/TTPB
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming and 28 Tribes)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6169

Region 9 (Arizona, California, Hawaii, Nevada, Guam, American Samoa, Northern Marianas, Palau, Micronesia, Marshall Islands and 148 Tribes)

Regional Lead Contact
U.S. EPA Region 9 (LNC-2-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-8000

Region 10 (Alaska, Idaho, Oregon, Washington and 271 Tribes)

Regional Lead Contact
U.S. EPA Region 10 (20-C04)
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East-West Highway

Bethesda, MD 20814-4421

1-800-638-2772

cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Its Office of Lead Hazard Control and Healthy Homes' (OLHCHH's) lead hazard reduction grants, healthy homes grants, and guidance and enforcement of the Lead Disclosure Rule and Lead Safe Housing Rule, protect families from lead and other housing hazards.

HUD OLHCHH

lead.regulations@hud.gov

hud.gov/lead

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IMPORTANT!

Lead From Paint, Dust and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools and childcare facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard ([see page 10](#)).

MidAmerican Energy - Requested Energy Cost

1 message

MidAmerican Energy Company <customerselfservice@midamerican.com>

Wed, Jul 8, 2026 at 12:23 PM

To: char@charklisares.com



Monthly Energy Cost

Effective Date: 07/08/2026

Address: 6801 WASHINGTON AVE

Meter Information:

Electric	On
Gas	On

Average Energy Cost: \$120.00

The average monthly energy cost provided is based on 24 months of prior usage for the meters shown above. Actual monthly costs will vary based on a number of circumstances, such as occupancy, usage habits and changes in appliances and other household equipment.

Thank you,
MidAmerican Energy Company

 888-427-5632

Please do not reply directly to this email.

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