

HOME WARRANTY



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Earl's Plumbing & Air: A Legacy of Quality and Integrity

Earl's journey in the plumbing and HVAC industry began nearly 40 years ago, learning under his father, David Haralson, at David's Plumbing. After earning his degree from Texas Tech University, Earl took a bold step in 2005 by launching his own company, fueled by the principles of quality, integrity, generosity, and respect.

In 2007, Earl partnered with Chuck Hall to streamline operations and expand services.

Together Chuck and Earl started adding employees, trucks, and new services to satisfy growing customer demand. From its humble beginnings in a home once with two employees to a multiple department company with over 100 employees, Earl's has become a successful and respected business across Texas. Their shared vision transformed Earl's Plumbing into a thriving business, now boasting a diverse range of services.

Why Choose Earl's Home Warranty?

Earl's Home Warranty Plan is a home service plan that helps cover your home's major systems and appliances. We have been offering the West Texas community our home warranty plans since 2016! Coverage is provided for the systems and appliances in your home which might initially have been covered by a manufacturer's or builder's warranty, but are no longer covered. While homeowners insurance covers many systems and appliances in the event of a disaster (tornado, fire, etc.), the Earl's Home Warranty Plan will help cover repairs or replacements of many system components and appliances in the event of malfunctions or breakdowns due to normal wear and tear.

Earl's Home Warranty Plan has two package options, so you can choose what is BEST FOR YOU! We believe that part of **QUALITY** and **INTEGRITY** is giving you options **PLAINLY** and **CLEARLY**. We let you choose the option that works best for you and your family.

IMPORTANT

Earl's Home Warranty plans have limits. Many repairs and replacements will cost more than these limits. Our plan is designed to help offset the cost of unexpected repairs, not cover all the cost associated with these repairs. Our plan does not cover known or unknown pre-existing conditions.

All covered items must be in proper working order prior to coverage starting. Our plan has a \$99 fee per covered item during normal business hours OR \$149 fee per covered item after normal business hours, holidays, or weekends.

WHY Earl's?

How do I know if Earl's Home warranty plan is right for my family?

Great question – and one of the most important questions you could ask. Here are situations when we think it is a good fit:

- 1. You have appliances and/or home systems that are no longer covered under manufacturer's warranty.
- 2. You do not know plumbers, heating & air technicians, electricians, appliance repairmen, etc.
- 3. You would enjoy cash flow protection on the unexpected expenses of home ownership.
- 4. You don't have time to screen and/or follow up with contractors and other professionals.
- 5. You would enjoy the ease of knowing one call with a nominal fee and most issues are fixed.
- 6. You are selling your house, and would like the sell to be more attractive to a potential buyer (put the buyer at ease, knowing they have coverage for a year).
- 7. You are selling your house, and would like to reduce your "after sale worries" (upon system/appliance failure, Earl's Home Warranty gets a phone call, instead of the seller or the agent).
- 8. You do not have time (or patience) for "do it yourself" repairs.
- 9. You are buying a home for the first time (excludes brand new homes, they are covered under builders warranty and/or manufacturer's warranty for the first year).
- 10. Your house is 5+ years old

Earl's offers two plans to choose from:

Basic Plan \$599 OR Premium Plan \$799

The Basic Plan can be purchased for any home up to 3,000 square feet. You must purchase the Premium Plan for homes over 3,000 square feet.

The Premium Plan can be purchased for any home (including homes under 3,000 square feet) up to 6,000 square feet. Premium Plan covers more items with higher limits of coverage.

HOW WE'RE DIFFERENT

WE ARE NOT YOUR TYPICAL HOME WARRANTY COMPANY!

WE'RE LOCAL, JUST LIKE YOU

As a community service provider, we understand the unique needs of our local homeowners. We deliver personalized care that reflects the values of our community, with San Angelo service providers. No more waiting weeks for someone from a different city.

WE OFFER FLEXIBILITY

Getting coverage is straightforward.

We don't have restrictions on the age of your home systems or appliances, and there's no need for maintenance records Plus, you can request service as many times as you need.

PEOPLE LIKE US, AND IT SHOWS

Across West Texas, customers appreciate the protection and convenience offered by Earl's Home Warranty service plans. Our numerous positive reviews, high ratings, and accolades reflect this satisfaction.

GETTING ASSISTANCE IS EASY

Visit us at callearls.com or give us a call to explain your issue. We'll schedule an appointment and send a technician who will diagnose the problem and provide a solution.

OUR MEMBERS ENJOY MORE

We know how complicated home warranty plans can be. We know you want straightforward information and plans so you can make the best decisions for you and your family! Plus, if you do have questions you can call and talk to a real person to ask!

WE ARE UNIQUE

Earl's Home Warranty is one of the only home warranty companies in the country where the warranty provider is also the service provider, offering unmatched reliability and accountability. With nearly a decade of home warranty expertise, Earl's ensures seamless service from start to finish, giving homeowners peace of mind and direct access to a team dedicated to prompt, quality repairs.

WE PROVIDE COMPREHENSIVE COVERAGE

From your refrigerator to your air conditioning system, we cover the essential components of your home systems and appliances that you rely on daily. If a covered item breaks down due to normal wear and tear, we assist with repair costs. If we can't repair it, we'll replace it. Simply choose the plan that suits your home and add any necessary add-ons. Check out the plan descriptions to get started.

WE COVER SOME OF WHAT INSURANCE DOESN'T

Homeowners insurance typically safeguards against potential events like fires, theft, or natural disasters. In contrast, we provide protection for the inevitable issues that arise with some items that insurance doesn't cover, such as breakdowns of your oven and air conditioning system.

EARL'S HOME WARRANTY COVERAGE CHART

This is a quick reference chart to find covered and non-covered items. This is not all inclusive of both COVERED and NOT COVERED items.

Please see the coverage section of the contract for full details.

HVAC - AC, HEATING AND DUCTWORK	Basic Plan \$599	Premium Plan \$799	
Service Charge \$99 Per Covered Item during normal business hours OR \$149 Per Covered Item after normal hours, holidays, or weekends			
AC/HEATING SYSTEM			
Furnace	YES	YES	
Outdoor Condenser/Heat Pump	YES	YES	
Indoor Evaporative Coil	YES	YES	
Indoor Air Handler	YES	YES	
Metering Device	YES	YES	
Thermostat	YES	YES	
Refrigerant Lines	YES	YES	
Refrigerant (R410A, R32, 454)	YES (up to 4 lbs)	YES (up to 7 lbs)	
Refrigerant (R22A is not covered)	NO	NO	
Condensate Lines	NO	YES	
Auxiliary Drain Pans	NO	YES	
Registers & Grills	NO	YES	
Improper/Inadequate-Sized Unit	NO	NO	
Missing Parts or Components	NO	NO	
Mismatched Units	NO	NO	
Wall Evaporative Cooler	YES	YES	
Wall Heaters	YES	YES	
Mini Split Units	NO	NO	
Window Units	NO	NO	
Floor Furnace	NO	NO	
Indoor Coil Cleaning (Due to lack of maintenance)	\$450 per unit	\$350 per unit	
DUCTWORK (Attic only)			
Damaged or Broken	YES	YES	
Balancing Dampers	YES	YES	
Insulation Around Ductwork	NO	YES	
Underground/Under House Duct	NO	NO	
Dirty or Restricted Vents	NO	NO	
Hot or Cold Spots	NO	NO	
Improper Design	NO	NO	
Inadequate Sized Ducts	NO	NO	
HVAC and Ductwork Limits Per HVAC System	\$2,000	\$2,500	
HVAC and Ductwork Aggregate Limit Per Contract Term	\$4,000	\$5,000	

APPLIANCES	Basic Plan \$599	Premium Plan \$799
Service Charge \$99 Per Covered Item during normal business hours OR \$149 Per Covered Item after normal hours, holidays, or weekends		
Garbage Disposal	YES	YES
Range Hood Exhaust Fan	YES	YES
Cook-top	YES	YES
Oven	YES	YES
Range	YES	YES
Microwave (built in)	YES	YES
Dishwasher (built in)	YES	YES
Trash Compactors	NO	NO
Wine Coolers /Stand Alone Ice Makers	NO	NO
Combo Kitchen Fridge and Washer/Dryer	NO *Add on \$298 per combo	NO *Add on \$298 per combo
Clothes Washer and Clothes Dryer	NO *Add on \$149 per washer and dryer	NO *Add on \$149 per washer and dryer
Kitchen Refrigerator (Including Refrigerant)	NO *Add on \$149 per refrigerator	NO *Add on \$149 per refrigerator
Garage Refrigerator/2nd Refrigerator/Freezer	NO *Add on \$149 per item	NO *Add on \$149 per item
Clothes Washer	NO *Add on \$99 per washer	NO *Add on \$99 per washer
Clothes Dryer	NO *Add on \$99 per dryer	NO *Add on \$99 per dryer
Appliance Limits Per Covered Item	\$1,000	\$1,500
Appliance Aggregate Per Contract Term	\$2,000	\$3,000

ELECTRICAL AND GARAGE DOOR	Basic Plan \$599	Premium Plan \$799		
Service Charge \$99 Per Covered Item during normal business hours OR \$149 Per Covered Item after normal hours, holidays, or weekends				
ELECTRICAL				
Interior Wiring	YES	YES		
Standard Switches	YES	YES		
Outlets	YES	YES		
Smoke Detectors	YES	YES		
Attic Fans	YES	YES		
Single-blown Circuit Breakers	YES	YES		
Bathroom Exhaust Fans/Heaters	NO	YES		
Ceiling Fans	NO	YES		
Light Fixtures	NO	NO		
Light Bulbs	NO	NO		
All Exterior Wiring/Lights/Switches/Fans	NO	NO		
Damage By Power Surge]	NO	NO		
Audio/Video/Computer Wiring or Components	NO	NO		
Circuit Overload/Power Failure	NO	NO		
GARAGE DOOR OPENER SYSTEM				
Switches/Sensors/Springs	YES	YES		
Garage Door Wiring	YES	YES		
Motor/Opener	NO	YES		
Remote Transmitters	NO	YES		
Garage Door/Door Panels	NO	NO		
Garage Door Track Assembly	NO	NO		
Electrical and Garage Door Limits	\$1,000	\$1,500		
Electrical and Garage Door Limit Per Contract Term	\$2,000	\$3,000		

PLUMBING SYSTEMS	Basic Plan \$599	Premium Plan \$799	
Service Charge \$99 Per Covered Item during normal business hours OR \$149 Per Covered Item after normal hours, holidays, or weekends			
Leaks and Breaks of Water Lines	YES	YES	
Leaks and Breaks of Drain Lines	YES	YES	
Leaks and Breaks of Drain Vents	YES	YES	
Shut Off Valves	YES	YES	
Shower Valves	YES	YES	
Toilet Repair	YES	YES	
Toilet Replacement	NO	YES	
Reverses Osmosis System (Owned)	NO	YES	
Water Softener (Owned)	NO	YES	
Faucet Repair and Faucet Replacement Plumbing	NO	NO	
Stoppages	YES	YES	
Stoppages Due to Roots or Freeze	YES (Limit \$500)	YES (Limit \$750)	
Installing Clean-Outs to Access Stoppages	NO	NO	
Hose Bibbs	NO	NO	
Low Pressure/Flow Restrictions on Water Lines	NO	NO	
SLAB LEAKS			
Leak Detection	YES	YES	
Water Lines	YES	YES	
Sewer Lines	YES	YES	
Exterior Water and Sewer Lines	YES (Limit \$500)	YES (Limit \$750)	
Limit on Slab Leak Detection and Repair	\$1,000	\$1,500	
WATER HEATERS	\$2,000	\$2,000	
Tank Type (Up to 50 gallons)	YES	YES	
Tank Type (Up to 35 gallons)	NO NO	YES	
Circulating Pumps	YES	YES	
Permits and Code Upgrades	YES	YES	
Sediment in Tank	NO NO	NO NO	
Slow or Inadequate Hot Water	NO NO	NO	
Tank-less Water Heaters	YES	YES	
GAS LINES	1.20		
	YES	YES	
Leaks Interior Leaks Exterior			
	YES	YES	
Permits and Code Upgrades	YES \$500	YES	
Limits on Gas Lines, Leaks or Repairs	\$500	\$750	
BUILT-IN JETTED BATHTUB Jetted Tub Motor	V/50	VEO	
Air Switches	YES	YES	
Jets or Jet Tubing	NO	YES	
Septic System Pumping	NO NO	NO NO	
, , , ,	YES	YES	
Sewer Ejector Pumps/Sump Pumps	NO 11 202	YES	
Plumbing Limits Per Covered Item	\$1,000	\$1,500	
Aggregate Plumbing Limit Per Contract Term	\$2,000	\$3,000	
NOT COVERED ITEMS			
Bathtubs and Sinks	NO	NO	
Showers, Shower Pans, and Shower Enclosures	NO	NO	
Pools, Hot Tubs, and Spas	NO	NO	
Lawn and Fire Sprinkler Systems	NO	NO	
Water Well to Primary Home	NO	NO	

Basic Plan Covered and Not Covered Systems and Appliances

NOTE: The Basic Plan can be purchased for homes up to 3,000 sq ft. Homes larger than 3,000 sq ft MUST purchase the Premium Plan. Any system, appliance, or item not specifically listed in the COVERED sections are NOT COVERED.

Appliances COVERED on the Basic Plan: Garbage disposal, range hood exhaust fan, cooktop, oven, range, built-in microwave, and built-in dishwasher. Earl's will pay up to \$1,000 on the Basic Plan for any required repair or replacement of a covered appliance item. Customer will be responsible for all charges over the limit for each covered item. Aggregate limit for appliances is \$2,000 per contract term on the Basic Plan.

Add-on Appliance Coverages: Kitchen refrigerator including refrigerant \$149, clothes washer and dryer combo \$149, clothes washer only \$99, clothes dryer only \$99, or combination kitchen refrigerator and clothes washer/ dryer combo \$298, 2nd refrigerator/garage refrigerator \$149 per item, freezer \$149. Add-on appliances must be purchased at the time the warranty plan is purchased. Earl's will pay up to \$1,000 on each additional covered item. Customer will be responsible for all charges over the limit for each covered item. Aggregate limit for appliance add-ons is \$2,000 per contract term on the Basic Plan.

Appliances & Items NOT COVERED on the Basic Plan: Refrigerators, clothes washer, and clothes dryer NOT COVERED unless add on is purchased. Non-kitchen refrigerators, ice-makers, and freezers unless purchased as an add-on, trash compactors, ice makers wet bar refrigerators, wine coolers, dehumidifiers, steam generators, damage to clothing, food spoilage, filters, removable components, insulation, shell and liner, cosmetic damage, damage cause by scale, rust, minerals, or other deposits, non-essential clocks & removable parts and shelves, meat probe, rotisseries, magnetic induction, soap or fabric dispensers, knobs and dials, racks, improper installations, improper repairs, lack of maintenance related repairs, repairs due to lightning strikes, power surges or power failures, any feature or function that does not affect the primary function of the appliance. NOTE: Appliances and appliance items that are NOT listed are NOT COVERED.

Electrical & Garage Door Systems and Items COVERED on the Basic Plan: Interior wiring, fuses, standard switches, outlets, cover plates, smoke detectors, attic fans, single blown circuit breakers, garage door switches, garage door sensors, garage door springs, garage door wiring. Earl's will pay up to \$1,000 on the Basic Plan for any required repair or replacement of a covered electrical & garage door item. Customer will be responsible for all charges over limit for each covered item. Aggregate limit for Electrical & Garage door system coverage is \$2,000 per contract term on the Basic Plan.

Electrical & Garage Door Systems and Items NOT COVERED on the Basic Plan: Bathroom exhaust fans, main breaker panel, bathroom exhaust heaters, lighting fixtures, light bulbs, audio/video/computer wiring or network cabling, ceiling fans, garage remote transmitters, exterior wiring, exterior lights, exterior fans, exterior lighting fixtures, exterior switches, exterior photo cells, service lines, electrical meters, damage from power failure, damage from power surge, circuit over-load, inadequate or improper size wiring or breakers, breaker boxes, garage door opener/ motor, garage door, garage door panels, garage door track assemblies. NOTE: Electrical and garage door items that are not listed are NOT COVERED.

Heating, AC, & Ductwork COVERED on the Basic Plan: Residential systems up to 5 tons, furnace, outdoor condenser, outdoor heat pump, indoor evaporative coil, indoor air handler, metering devices, thermostats, refrigerant (up to 4 pounds), wall evaporative coolers, wall heater, damaged or broken ductwork in attic only, balancing dampers. Indoor evaporative coils that are dirty and need to be cleaned for proper operation of the system will be charged a \$450 per unit per cleaning fee. Due to EPA regulations, we will not be

covering R-22 refrigerant. Earl's will pay up to 4 pounds per occurrence for refrigerant on the Basic Plan. Customer is responsible for payment of any costs in excess of 4 pounds. Earl's will pay up to \$2,000 on the Basic Plan for any required repairs or replacements of a covered system. Customer will be responsible for all charges over limit for each covered HVAC System & Ductwork. Aggregate limit for HVAC System & Ductwork is \$4,000 per contract term on the Basic Plan.

Heating, AC, & Ductwork NOT COVERED on the Basic Plan: Zone systems, condensate lines, condensate pumps, auxiliary drain pans, registers, grills, insulation around duct work, improper sized system, inadequate sized system, missing parts or components, mismatched system, Mini-Split system, VRF system, window units, floor furnaces, dehumidifier, humidifier, electronic air cleaner, underground duct work, inaccessible duct work, under house duct work, dirty duct work or vents, restricted duct work or vents, hot or cold spots in home, improper design on duct work or system install, inadequate duct work, solar systems, glycol systems, water source heat pumps or any components including water lines, portable and freestanding units, fireplaces, radiant floor heating and cooling, wood pellet heating systems, chimneys, propane systems, chillers, boilers, water towers, ductwork where asbestos is present, damage caused by power surges or power failures, lightning damage, inaccessible systems. NOTE: Heating, AC, and Ductwork systems and items that are NOT listed are NOT COVERED.

Plumbing COVERED on the Basic Plan: Interior leaks and breaks in water lines, interior leaks and breaks in drain lines, interior leaks and breaks of drain vents, toilet repair, circulating pumps, interior plumbing stoppages including stoppages due to roots/ foreign objects/ or freeze, shut off valves, shower valves, tub diverter, basket strainers, p-trap, toilet tanks, toilet bowls, toilet internal parts, single water heater up to 50 gallons, permits, code upgrades, tankless water heater, accessible jetted tub motor, jetted tub air switches, and septic system pumping every three years. Plumbing stoppages for roots, interior and exterior gas lines, exterior water lines, and exterior drain lines are covered up to \$500 on the Basic Plan. For all other plumbing repairs including tankless and tank type water heaters, interior slab leaks, and interior sewer line repairs Earl's will pay up to \$1,000 for any required repair or replacement of a covered plumbing system on the Basic Plan. Customer will be responsible for all charges over the limit for each covered item. Aggregate limit of plumbing coverage is \$2,000 per contract term on the Basic Plan.

Plumbing NOT COVERED on the Basic Plan: Reverse osmosis systems, water softener, toilet replacement, faucet repair, faucet replacement, water heater larger than 50 gallons, sewer ejector pumps, sediment in water heaters, noisy water lines or water heater, inadequate hot water, slow hot water, air lines, lawn sprinklers, fire sprinklers, low water pressure or restricted flow on water lines, hose bibs, installing cleanouts, toilet lids, toilet seats, caulking, grouting, pressure tanks, steam generators, sauna, spas, pools, pool equipment, holding tanks, fuel storage tanks, steam rooms, shower heads, fixtures, bathtubs, sinks, showers, shower enclosures, shower pans including tile showers, and shower doors, cosmetic features that do not affect primary function, jetted tubs parts and components with exception of items listed in Basic Plan covered section. Water and drain connections to faucets, bathtubs, sinks, and showers are covered, but no parts of the faucets, bathtubs, sinks, and showers are covered. All parts and components of septic systems including holding tank and leach lines are not covered. Well pumps and pressure tanks are not covered. NOTE: Plumbing items that are not listed under PLUMBING are NOT COVERED.

Premium Plan Covered and Not Covered Systems and Appliances

NOTE: The Premium plan can be purchased for any home (including homes under 3,000 sq ft) up to 6,000 sq ft. Premium Plan covers more systems, items, and appliances with higher limits of coverage. Any system, appliance, or item not specifically listed in the COVERED sections are NOT COVERED.

Appliances COVERED on the Premium Plan: Garbage disposal, range hood exhaust fan, cooktop, oven, range, built-in microwave, and built-in dishwasher. Earl's will pay up to \$1,500 on the Premium Plan for any required repair or replacement of a covered appliance item. Customer will be responsible for all charges over the limit for each covered item. Aggregate limit for appliances is \$3,000 per contract term on the Premium Plan.

Add-on Appliance Coverages: Kitchen refrigerator including refrigerant \$149, clothes washer and dryer combo \$149, clothes washer only \$99, clothes dryer only \$99, or combination kitchen refrigerator and clothes washer/ dryer combo \$298, 2nd refrigerator/garage refrigerator \$149 per item, freezer \$149. Add-on appliances must be purchased at the time of warranty plan is purchased. Earl's will pay up \$1,500 on each additional covered item. Customer will be responsible for all charges over the limit for each covered item. Aggregate limit for appliance add-ons is \$3,000 per contract term on the Premium Plan.

Appliances & Items NOT COVERED on the Premium Plan: Refrigerators, clothes washer, and clothes dryer NOT COVERED unless add on is purchased. Non-kitchen refrigerators, ice-makers, and freezers unless purchased as add-on, trash compactors, ice makers, wet bar refrigerators, wine coolers, dehumidifiers, steam generators, damage to clothing, food spoilage, filters, removable components, insulation, shell and liner, cosmetic damage, damage cause by scale, rust, minerals, or other deposits, non-essential clocks & removable parts and shelves, meat probe, rotisseries, magnetic induction, soap or fabric dispensers, knobs and dials, racks, improper installations, improper repairs, lack of maintenance related repairs, repairs due to lightning strikes, power surges or power failures, any feature or function that does not a ect the primary function of the appliance. NOTE: Appliances and appliance items that are NOT listed are NOT COVERED.

Electrical & Garage Door Systems and Items COVERED on the Basic Plan: Interior wiring, fuses, standard switches, outlets, cover plates, smoke detectors, built-in ceiling & attic fans, single blown circuit breakers, garage door switches, garage door sensors, garage door springs, garage opener, garage door motor, garage door wiring, garage door receiver unit. PLUS, PREMIUM COVERAGE OF: Bathroom exhaust fans, bathroom exhaust heaters, ceiling fans, garage remote transmitters, and increased limits. Earl's will pay up to \$1,500 for any required repair or replacement of a covered electrical & garage door item on the Premium Plan. Customer will be responsible for all charges over each limit. Aggregate limit for Electrical & Garage door opener coverage is \$3,000 per contract term on the Premium Plan.

Electrical & Garage Door Systems and Items NOT COVERED on the Premium Plan: Exterior wiring, main breaker panel, exterior lights, exterior switches, exterior photo cells, service lines, electrical meters, lighting fixtures, light bulbs, audio/video/computer wiring or network cabling, damage from power failure, damage from power surge, circuit over-load, inadequate or improper size wiring or breakers, breaker boxes, garage door, garage door panels, garage door track assemblies. NOTE: Electrical and garage door items that are not listed are NOT COVERED.

Heating, AC, & Ductwork COVERED on the Premium Plan: Residential systems up to 5 tons, furnace, outdoor condenser, outdoor heat pump, indoor evaporative coil, indoor air handler, metering devices, thermostats, refrigerant lines, refrigerant (up to 7 pounds), wall evaporative coolers, wall heater, damaged or broken ductwork in attic only, balancing dampers. PLUS, PREMIUM COVERAGE OF: Zone systems, condensate lines, condensate pumps, auxiliary drain pans, registers, grills, and insulation around duct work. Indoor evaporator coils that are dirty and need to be cleaned for proper operation of the system will be charged a \$350 per unit

per cleaning fee. Earl's will pay up to 7 pounds per occurrence for refrigerant on the Premium Plan. Due to EPA regulations, we will not be covering R-22 refrigerant. In certain circumstances there may be a replacement refrigerant. Earl's will pay up to \$2,500. Customer is responsible for payment of any costs in excess of 7 pounds. Earl's will pay up to \$2,500 for any required repair or replacement of a covered HVAC system and Ductwork. Customer will be responsible for all charges over the limit for the HVAC system and Ductwork. Aggregate limit of HVAC and Ductwork coverage is \$5,000 per contract term on the Premium Plan

Heating, AC, & Ductwork NOT COVERED on the Premium Plan: Improper sized system, inadequate sized system, missing parts or components, mismatched system, mini-split system, VRF system, window units, floor furnaces, dehumidifier, humidifier, electronic air cleaner, underground ductwork, inaccessible ductwork, under house duct work, dirty ductwork or vents, restricted ductwork or vents, hot or cold spots in home, improper design on ductwork or system install, inadequate ductwork, solar systems, glycol systems, water source heat pumps or any components including water lines, portable and freestanding units, fireplaces, radiant floor heating and cooling, wood pellet heating systems, chimneys, propane systems, chillers, boilers, water towers, ductwork where asbestos is present. damage caused by power surges or power failures, lightning damage, inaccessible systems or refrigerant lines. NOTE: Heating, AC, and Ductwork systems and items that are NOT listed are NOT COVERED.

Plumbing COVERED on the Premium Plan: Interior leaks and breaks in water lines, interior leaks and breaks in drain lines, interior leaks and breaks of drain vents, toilet repair, circulating pumps, interior plumbing stoppages including stoppages due to roots/ foreign objects/ or freeze, shut off valves, shower valves, tub diverter, basket strainers, p-trap, toilet tanks, toilet bowls, toilet internal parts, single water heater up to 75 gallons, tankless water heater, accessible jetted tub motor, jetted tub air switches, and septic system pumping every three years. PLUS, PREMIUM COVERAGE OF: Reverse osmosis system (owned) does not included filters or membrane; water softener (owned), toilet replacement of like quality, water heater up to 75 gallons, permits, code upgrades, jetted tub air switches, and sewer ejector pumps plumbing stoppages for roots, interior and exterior gas lines, exterior water lines, and exterior drain lines are covered up to \$750 on the Premium Plan. For all other plumbing repairs including tankless and tank type water heaters, interior slab leaks, and interior sewer line repairs Earl's will pay up to \$1,500 for any required repair or replacement of a covered plumbing system on the Premium Plan. Customer will be responsible for all charges over the limit for each covered item. Aggregate limit of plumbing coverage is \$3,000 per contract term on the Premium

Plumbing NOT COVERED on the Premium Plan: Sediment in water heaters, noisy water lines, noisy water heater, inadequate hot water, slow hot water, air lines, lawn sprinklers, fire sprinklers, low water pressure or restricted flow on water lines, hose bibs, installing cleanouts, toilet lids, toilet seats, caulking, grouting, steam generators, sauna, spas, pools, pool equipment, holding tanks, fuel storage tanks, steam rooms, shower heads, fixtures, bathtubs, sinks, showers, shower enclosures, shower pans including tile showers, and shower doors, cosmetic features that do not affect primary function, jetted tubs parts and components with exception of items listed in Premium Plan covered section. Water and drain connections to faucets, bathtubs, sinks, and showers are covered, but no parts of the faucets, bathtubs, sinks, and showers are covered. All parts and components of septic systems including holding tank and leach lines are not covered. Well pumps and pressure tanks are not covered. NOTE: Plumbing items that are not listed under PLUMBING are NOT COVERED.

CONTRACT TERMS AND CONDITIONS

- A. These plans have limits. Many repairs will cost more than these limits. These plans are designed to help cover the cost of unexpected home repairs on covered systems and appliances. These plans will NOT COVER all the costs of repairs on covered systems and appliances.
- B. These plans require all covered systems, appliances, and items to be in proper working order BEFORE coverage takes place.
- C. Prior to coverage taking place Earl's will perform a Home Warranty Review, at no cost to you, to ensure all covered items are working properly. Real Estate transactions that have not had a Real Estate Inspection by a licensed inspector and items found within that inspection repaired or replaced must have a Home Warranty Review by an Earl's technician after 30-days of occupancy before the Home Warranty can be activated.
- D. Service Charge \$99 Per Covered Item during normal business hours OR \$149 Per Covered Item after normal hours, holidays, or weekends
- E. Systems, appliances, and items that have known or unknown malfunctions or deficiencies prior to this contract are not covered under any circumstances.
- F. Any home systems, appliances, or items not specifically listed in the covered sections are NOT COVERED under either the Basic or Premium Plan.
- G. All covered repairs from Earl's Home Warranty comes with a 30 day parts and labor warranty.
- H. This contract is for the primary residence only and does not include detached garages, buildings, shops, mother-in-law suites, pool houses, casitas, or any other locations on the property outside the main dwelling. For items and systems to be covered, items must be installed & located within the confines of the perimeter of the foundation of the primary living quarters.
- I. Air B&B, VRBO & Short Term Rentals are not covered by Earl's Home Warranty Plans.

LIMITATIONS AND EXCLUSIONS

This contract will not cover known and unknown pre-existing conditions which occurred prior to your contract period under any circumstances. Items not specifically listed in your plan contract are not covered.

Unless otherwise stated in this contract, the following limitations and exclusions apply to your plan:

- 1) Systems and items found deficient on Home Inspections reports are not covered.
- 2) This contract does not cover routine maintenance and cleaning. You are solely responsible for providing maintenance and cleaning of items covered by this contract as recommended by the product's manufacturer.
- 3) Cosmetic defects that do not affect the function of covered items are not covered.
- 4) Sewer, water, or property damage from covered item failures are not covered.
- 5) Damage caused by people, pests, or pets is not covered.
- 6) Damage caused by missing components or the replacement of missing components is not covered.
- 7) Improper repair, improper installation or improper modification of the covered item is not covered.
- 8) Manufacturer recalls are not covered.
- 9) Repairs or replacements required as a result of fire, flood, smoke, lightning, freeze, earthquake, storms, theft, accidents, mud, war, riots, vandalism, improper installation, acts of God, damage from pests, lack of capacity, missing parts, or misuse are not covered.
- 10) Earl's will not cover costs to make corrections, repairs, replacements, upgrades, inspections, or other additional costs to comply with federal laws, state laws, local laws, utility regulations, zoning codes, home-owners associations, or building codes.
- 11) Earl's will not cover any costs relating to permits, code requirements, code upgrades, construction, carpentry, cosmetic issues or relocation of equipment.
- 12) Earl's will not cover the cost to gain, close, or alter access to any covered repair or replacement item. This includes concrete, tile, sheetrock, paint, cabinets, countertops, wall coverings, paneling, floor coverings, textures, tubs, showers, structures, sinks, and anything else that has to be altered to make a repair or replacement of a covered item.
- 13) Earl's will not cover the cost of any alterations or modifications made necessary by gaining access to existing equipment or installing different equipment.
- 14) Earl's will attempt to match dimensions, color (including stainless steel), or brand of replacement products, Earl's is not required to when such replacement is required.
- 15) Earl's will not cover or work on systems or items involving hazardous or toxic materials, including asbestos, pathogenic organisms, mold or other dangerous substances.
- 16) Earl's will not cover or work in any environment that is a safety issue.
- 17) Earl's only covers residential use properties.
- 18) Earl's will not repair any failures that do not contribute to the system or appliances primary functions.
- 19) Earl's will not be responsible for repairs for items covered under an existing manufacturer's, distributor's or in-home warranty.
- 20) Earl's reserves the right to repair systems and appliances with non-original manufacturer's parts, including rebuilt or refurbished parts.

COVERAGE TIME FRAME AND RENEWAL

- 1) Coverage begins after payment has been made, and the covered item review is complete. After both these requirements are met, the later becomes the Contract Effective Date, OR for Real Estate closing transactions the Contract Effective Date becomes the date of the closing date of the covered property. The contract term will then be in effect from the Contract Effective Date and will continue for the next 12 consecutive months.
- 2) You must report defects or malfunctions to Earl's during the term of this contract.
- 3) Covered items are only covered during the contract term.
- 4) Offer for future coverage is at Earl's sole discretion. You may be notified of rates and terms for continuation of coverage approximately 30 days prior to expiration of your coverage. To ensure there is no lapse of coverage, payment must be received by Earl's prior to the expiration of your plan. Plan fees may increase upon renewal.

WHEN YOU HAVE A COVERED SYSTEM FAILURE

- 1) As soon as the problem is discovered, verify the problem is covered under your plan and call Earl's at (325) 307-3275.
- 2) Earl's will take your information & schedule a time for a technician to come to your house.
- 3) Only Earl's approved service providers are authorized to make covered repairs. Any repairs made by non-authorized providers will not be covered or paid for by Earl's.
- 4) Earl's technician will verify whether the system/appliance problem is covered under your plan. If the problem is covered, the technician will repair or replace the system/appliance, and you will pay the technician the service fee upon completion. If your problem is not covered, Earl's technician will let you know. Earl's technicians will always give you an estimate of what you will owe before beginning service, whether covered or not covered.
- 5) Homeowner is responsible for a \$99 fee per covered item during normal business hours or \$149 fee per covered item after normal business hours, holidays, or weekends.
- 6) Repairs made by Earl's come with a 30 day parts and labor warranty. Customers will not have an additional service fee if on the return visit the same part has failed. NOTE: Many systems and appliances have dozens of parts that can fail. In order to avoid paying a repeat service fee, the failure must be the exact failed part and/or repeated repair. Earl's technician will inform you of your service fee responsibility after diagnosing the needed repair.

CONTRACT TERMS

Unless otherwise more narrowly limited, and not withstanding any other provision in your contract, Earl's total liability, including its affliates, and their stockholders, directors, officers, employees, members, insurers, subcontractors, vendors and agents (collectively referred to in this section as "Earl's") to You, Your affliates, insurers, and any third parties referred to below (collectively referred to in this section as "Owner") shall be limited to actual damages not to exceed the contract paid price for the insurance premium and other fees paid by Owner to Earl's. This limitation of liability applies to all liability arising from Earl's activities and obligations related to the contract, and any separate agreement with a third party to perform services for Owner's benefit at the site of the work hereunder, including but not limited to duty arising in contract, warranty, statute and tort (WHETHER SUCH OCCURRENCE ARISES OUT OF EARL'S SOLE OR CONCURRENT NEGLIGENCE OR BREACH OF ANY STANDARD OF STRICT LIABILITY). This limitation will survive the contract. Owner represents that it is (i) the sole owner of the work, the land constituting the site of the Owner's home where Earl's work will be performed, and any property stored thereon (collectively "Property"), or (ii) authorized to bind and does bind (or will bind prior to the occurrence of any loss or damage thereto) all persons or entities currently having, or acquiring in the future any legal or equitable interest in the Property, to the indemnities, releases and limitations of liability set forth in the contract. If Owner fails to bind to this limitation any third party having, or hereafter acquiring, any interest in Owner's property, Owner agrees to indemnify, defend and hold Earl's harmless from and against such liability to the extent that it would cause Earl's total liability to exceed the limit of liability stated above. Earl's shall have no liability to Owner for any loss, cost or expense resulting from loss of or damage to property, or any secondary or consequential loss or damage, or personal damages or bodily injury of any kind. Owner waives all rights of recovery that it may have now or in the future and shall likewise require each insurer of Owner's property to waive all subrogation rights against Earl's for any such loss, cost or expense.

A. Earl's Home Warranty Plans will only be available in the state of Texas.

B. Transfer of Contract

This plan is transferable to a new owner of the covered properly. In the event you sell your covered property during the term of your contract, please notify Earl's of the change in ownership.

C. Cancellation

- 1) Your contract may be canceled by Earl's for the following reasons: a. Nonpayment of Contract Fees; if payment is not made within 14 days of the closing date coverage will be terminated b. Fraud or misrepresentation of facts material to the Contract
- 2) You may cancel your Contract within 7 days of the Contract Effective Date and receive a full refund. After 7 days, this Contract is non-cancelable by you unless by mutual agreement between you and Earl's.
- 3) Any violation of the cancellation policies set forth in this contract can & will result in additional fees, not to exceed the value of the Contract.

D. Dispute Resolution

You agree that the Contract is governed by and shall be construed in accordance with the laws of the State of Texas. The parties shall submit all disputes arising under the Contract to the exclusive jurisdiction of federal or state courts in Lubbock County, Texas.

E. Agreement

This Contract contains the agreement between you and Earl's. All prior agreements are canceled as of the Effective Date of this Contract. No changes to this Contract are effective unless they are in writing and signed by both you and Earl's.

STILL HAVE **QUESTIONS?**

WE HAVE ANSWERS!

Q: Does Earl's need to inspect my home systems and appliances before I purchase?

A: Yes. We do schedule a free review of your home in order to get signed up for our home warranty service if a real estate inspection has not been completed within 30 days.

Q: My home systems and appliances are old. Does that matter?

A: No. The age of of your home or systems and appliances is not a factor, as long as they are working when we do your review or a real estate inspection has been completed prior to signing up for our service.

Q: What out-of-pocket expenses will I have?

A: In addition to your monthly or annual plan fee, for each service request, you will pay a \$99 fee per covered item or \$149 fee per item for emergencies. There may be additional costs associated with the repair or replacement of covered items. Once our technician has diagnosed the issue, they can go over pricing before they get started on repairs.

Q: How is a home warranty different from homeowner's insurance?

A: While homeowner's insurance covers structural damage due to unexpected events, a home warranty covers the repair or replacement of systems and appliances due to normal wear and tear up to the limits within the plan.

Q: What is typically not covered by a home warranty?

A: Exclusions often include structural elements, pre-existing conditions, code violations, and items already covered by manufacturer warranties. Cosmetic damage or external features like windows and doors are also usually not included.

Q: Do home warranties cover pre-existing conditions?

A: No. Most home warranties do not cover preexisting issues that are apparent or identified during an inspection.

Q: How does the service process work?

A: When an item breaks, the homeowner contacts the warranty provider, which then dispatches a technician to assess and repair or replace the item. The homeowner pays a set service fee and Earl's performs the repairs.

Q:Can I choose my own contractor for repairs?

A: No. Once you contact us about an issue, we will schedule a technician to come out. Most covered items we service in house. If we don't, then we schedule a local company that we have a working relationship with to get you taken care of.

Q: Are there limits on repairs or replacements?

A: Yes. We do have coverage limits per item per year. Both the basic and premium plans have their own limits, find out more in the plan coverage chart or contract conditions for your plan.

Q: Is a home warranty worth it?

A: The value of a home warranty depends on the age and condition of home systems and appliances. For older homes, warranties may provide peace of mind. However, for newer homes, where systems are still under manufacturer warranties, it may be less beneficial. We really created this plan because after working with home warranty companies for years, we realized the only people winning in most home warranty instances was the home warranty company themselves. Not the customer. Not the service provider. So we created our own to help our community save money and get better service.

HOME OWNERS APPLICATION FOR COVERAGE

PURCHASE OPTIONS

V.12012024

Basic Plan	<u> </u>
Duplex	M4 400
Triplex	44 707
Quadplex	Φ0.000
Add-ons	
Kitchen Refrigerator and clothes washer/dryer combo	\$298
Kitchen Refrigerator (Including refrigerant)	\$149
Garage Refrigerator/2nd Refrigerator/Freezer	\$149 per item
Clothes Washer and Dryer Combo	\$149
Clothes Washer	1
Clothes Dryer	400
Total Price	\$
Premium Plan	 \$799
Duplex	A4 E00
Triplex	\$2,397
Quadplex	\$3,196
Add-ons	
Kitchen Refrigerator and clothes washer/dryer combo	
Kitchen Refrigerator (Including refrigerant)	\$149
Garage Refrigerator/2nd Refrigerator/Freezer	\$149 per item
Clothes Washer and Dryer Combo	\$149
Clothes Washer	\$99
Clothes Dryer	<u></u>
Total Price	\$

LET'S WORK TOGETHER



The only West Texas-based Home Warranty Company.

Voted "Best Home Warranty Plan Company" by readers of the Lubbock Avalanche Journal

NO 1-800 NUMBERS, EVER!

(325) 231-4980

www.callearls.com/san-angelo angeloinfo@callearls.com