

## Guarantee Terms & Conditions

### HOMEGAUGE PROTECT

#### 100-DAY HOME INSPECTION LIMITED STRUCTURAL AND MECHANICAL GUARANTEE

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THIS IS A LIMITED GUARANTEE PROVIDED BY HOMEGAUGE PROTECT AND IS NOT INSURANCE OR A SERVICE CONTRACT. THIS LIMITED GUARANTEE DOES NOT TAKE THE PLACE OF, AND IS SECONDARY TO, YOUR HOMEOWNERS INSURANCE, HOME WARRANTY, SERVICE CONTRACT, MAINTENANCE CONTRACT, OR ANY APPLICABLE INSURANCE OR WARRANTY PROVIDED BY OR COVERING MANUFACTURERS, BUILDERS, CONTRACTORS OR DISTRIBUTORS OF THE ITEMS, COMPONENTS AND SYSTEMS COVERED HEREIN.

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### CONGRATULATIONS!

Thank You for Your recent Home Inspection and the purchase of Your new home. We appreciate how important this home purchase is to you. To provide you with peace-of-mind, Your Home Inspector, as part of HomeGauge Protect, is delighted to provide you this 100 Day Limited Structural and Mechanical Guarantee (Limited Guarantee). Please read the terms and conditions to learn about what's covered. If you find a Deficiency in a covered mechanical or structural item, component, or system during the Limited Guarantee Period, please follow the steps described below to make a claim to obtain Your benefits.

### DEFINITIONS

"We", "Us", "Our" means the parties responsible to provide service under this Limited Guarantee.

"You", "Your" means the intended homeowner for whom the home inspection was performed on a specified residential address.

"Home Inspection" means services performed in accordance with the Inspection Agreement between You and the Inspection Company.

"Inspection Company" means the party which performed the home inspection in accordance with designated standards of practice and Obligor of the Limited Guarantee.

"Deficiency" means a defective mechanical or structural item, component or system specified herein that was not reported (or reported incorrectly) in the inspection report, provided that such item, component or system (a) is within the building's foundation area, (b) was required to be inspected in accordance with the Designated Standards, (c) was not disclaimed by the inspector either in the inspection agreement or inspection report, and (d) is not specifically excluded from coverage under this Limited Warranty.

"Home Close Date" means the close of escrow date, also referred to as the first title transfer date.

"Home Inspection Date" mean the date on which Your Inspection Company performs and completes a full home inspection on your home.

“Limited Guarantee Period”: means the period that begins on the Home Inspection Date and ends on the later of: (a) 100 days after the Home Inspection Date, or (b) thirty (30) days after the Home Close Date.

“Provisional Approval”: means the claim You submitted is approved subject to a professional service technician confirming the Deficiency, its cause, and repairs are covered by the Limited Guarantee.

## WHAT IS COVERED

The Inspection Company warrants that during the Limited Guarantee Period, the following items, components, and systems within the foundation of Your home are free from Deficiencies:

Mechanical Items, Components and Systems:

- Plumbing: Water lines, faucets, water heaters, drain lines, and gas lines.
- Electrical: Main service panel, secondary service panel, and electrical wiring.
- Appliances: Limited to one each of an oven, range/stove, dishwasher, refrigerator, built-in microwave, trash compactor, garbage disposal, washer, and dryer.
- Heating/Air (HVAC): Furnace, air conditioner, and thermostats.

Structural Items, Components and Systems:

- Poured concrete and block wall foundations.
- Floor joists, bottom and top plates, and wall members.
- Roof leak repair, load-bearing walls, and attached garage doors.
- Mold: Removal of visible mold on surfaces permanently installed in the home.

**Coverage Terms:** Subject to the exclusions listed below and all other terms herein, this Limited Guarantee covers only those items, components and systems specifically listed above that were confirmed to be in good working order and condition, and free from Deficiencies at time of inspection, identified as inspected in the inspection report issued by your Inspection Company, and excludes all other items, components and systems, regardless of whether they were included in the full home inspection performed by your Inspection Company.

**Coverage Limits:** Mechanical coverage is limited to an aggregate maximum amount of \$500.00 per item, except Furnace and Air Conditioner which are limited to an aggregate maximum amount of \$1,000.00 per item, regardless of the number of claims. Structural coverage is limited to an aggregate maximum amount of \$2,500.00 per items, except Mold removal which is limited to an aggregate amount of \$500, regardless of the number of claims. The maximum aggregate liability under this Limited Guarantee for both Mechanical and Structural coverage will not exceed \$2,500.00.

## CLAIMS PROCEDURE

1. A claim must be made prior to the expiration of the Limited Guarantee Period, which is the later of 100 days from the Home Inspection Date or 30 days from the Home Close Date. Submit a claim online at [www.homegaugeprotect.com](http://www.homegaugeprotect.com) by completing the claim form. If you have any questions regarding your claim, you can contact Us at [support@homegaugeprotect.com](mailto:support@homegaugeprotect.com).
2. Please be prepared to provide the following information:
  - a. Approved documentation verifying Home Close Date;

- b. A brief description of the Deficiency;
- c. Pictures of the items showing the Deficiency, where reasonable to provide;

*Please note that additional information may also be requested on the claim form or after the claim is submitted.*

- 3. If the claim is covered, a Provisional Approval to repair the Deficiency is granted with information regarding claim limits. You are responsible for obtaining and submitting an itemized repair invoice for every Provisional Approved claim from a professional service provider. The invoice must include the service provider's name, address, telephone number, and email address, and description of the breakdown, parts and labor, date the repair was completed, and equipment model and serial number. We reserve the right to request additional information.
- 4. Claims will only be processed after all necessary information has been received by Us. All required documentation must be received within thirty (30) days following the provisional repair authorization. Failure to provide the required documentation within this period will result in denial of Your claim.
- 6. We will reimburse You for approved claims via electronic payment.

#### **WHAT IS EXCLUDED**

This Limited Guarantee does not cover the following: (a) Commercial properties; (b) Deficiencies related to items, components and systems that were excluded from the home inspection; (c) Wear and tear, deterioration, or gradual loss of efficiency or functionality, rust/corrosion, maintenance (in accordance with manufacturer standards), or any consumables such as bulbs, filters or cartridges; (d) Water damage, cosmetic defects that do not affect performance, or mechanical items that are inaccessible without the removal of drywall, concrete, or any other permanently installed covering; (e) Any item, component or system that was inaccessible or not available to be inspected by the Inspection Company or service repair technician (for example, because the item, component or system needed to be operating in order to be inspected/repared and it was shut down or otherwise inoperable at the time of the inspection/repair, or because connecting piping, wiring and/or components were not readily accessible and visible at the time of the inspection/repair); (f) Removal of kitchen, bathroom or utility room cabinetry to gain access to an item, component or system; (g) Any component or system installed or method utilized to control or remove suspected hazardous substances; (h) Green systems (solar, geothermal, heat pumps, hybrid fuel boilers, and home batteries), pool and spa pumps, fire protection systems, and heat recovery ventilators; (i) Stoppage or blockage of water regardless of the reason, improper water drainage, or water filtration systems; (j) Chimneys, fireplaces, or brick failures of any kind, cracked or bulging walls and ceilings, damp subfloor or sagging floors, or doors and windows that don't open or close properly or are misaligned; (k) Structural framing defects, notching, improperly engineered trusses and I-beams, uneven floors/walls, sagging/drooping roof, and rotting joists; (l) Damage caused from trees close to the foundation, and pests, including any damage caused by any and all wood destroying insects and pests; (m) Leakage or seepage at or from an connection, valve, fitting, shaft or seal; (n) Any consequential or incidental damages, including to personal property, caused before, during, or after delivery, repair, or installation, including damages to the finish of an appliance or home, floors, cabinets, countertops, and walls. This also includes costs for shelter, food, transportation, moving and storage, and any other expenses related to inconvenience or relocation during repairs to the home. Consequential damage also refers to diminished market value of the home; (o) Any damage caused by peril predicated on the happening of any fortuitous event, including but not limited to: war, riot, civil commotion, earthquake, hurricane, any and all acts of God, or any other outside cause or neglect; (p) Any alleged Deficiency that is presented for coverage because it relates to an item, component or system that is not in compliance with codes, regulations and/or ordinances; and (q) Any additional services such radon tests, mold tests, or any other service provided by the Inspection Company in addition to the home inspection (or any fees for such services).