

SERVICES FEE AGREEMENT

This is a legal agreement ("Agreement") between you as agent/agency of seller or buyer in connection with a sale or purchase of real estate (hereinafter "Agent/Agency", "you" or "your") and HOME WARRANTY OF THE MIDWEST, INC.

1. Agent is an agent of the seller or buyer in connection with the sale or purchase of certain real estate.
2. Payment of Services Fee. Home Warranty of the Midwest, Inc. agrees to pay a services fee of \$100 (the "Fee") to you for the performance of certain services enumerated in Section 3 below once a consumer has agreed to and has submitted an application to purchase a home warranty from Home Warranty of the Midwest, Inc. The Fee payable hereunder is to remunerate Agent for such services rendered by Agent to HOME WARRANTY OF THE MIDWEST, INC. in compliance with applicable federal and state laws and regulations, including but not limited to the Real Estate Settlement Procedures Act of 1974 ("RESPA"). Subject to Agent's compliance with the terms in Section 3 of this Agreement, the Fee shall be paid on or before the 15th day of the month following receipt by HOME WARRANTY OF THE MIDWEST, INC. of both the applicable forms from HOME WARRANTY, INC, and a fully paid home warranty contract proceeds in connection with the purchase or sale of the applicable property. HOME WARRANTY OF THE MIDWEST, INC. will only be obligated to pay Fees for services rendered by you as Agent, and HOME WARRANTY OF THE MIDWEST, INC. will not pay any Fees for the referral of a contract. HOME WARRANTY OF THE MIDWEST, INC. may adjust such Fee (including to zero) if in its sole and reasonable discretion concludes that the services rendered hereunder are not fully or adequately performed by Agent.
3. Obligations of Agent/Agency.
 - (a) If, buyer and/or seller chooses to purchase a HOME WARRANTY OF THE MIDWEST, INC. home warranty program from amongst the available options of home warranty companies, you are authorized to perform the following services for HOME WARRANTY OF THE MIDWEST, INC. and if performed satisfactorily will receive the Fee described in Section 2.
 1. Providing HOME WARRANTY OF THE MIDWEST, INC. with the brand name of certain appliances and systems relevant to each HOME WARRANTY OF THE MIDWEST, INC. home warranty contract, or if some brand names are not available, making reasonable efforts to supply such information or other relevant information;
 2. Upon completion of coverage, and prior to contract effective date, visually inspecting and/or confirming via simple mechanical usage certain of the covered systems and appliances to help identify pre-existing conditions which may affect coverage, and informing HOME WARRANTY, INC., seller and/or buyer as necessary;
 3. Providing HOME WARRANTY OF THE MIDWEST, INC. payment instructions to the person responsible for payment and assisting HOME WARRANTY OF THE MIDWEST, INC. in securing payment;
 4. Completing the applicable form(s) necessary to verify the services performed by Agent for each HOME WARRANTY OF THE MIDWEST, INC. home warranty contract application;
 5. Post contract issuance, assisting in resolving disputes between HOME WARRANTY OF THE MIDWEST, INC. and seller/buyer during the initial coverage period and thereafter upon reasonable request;
 6. Assisting HOME WARRANTY OF THE MIDWEST, INC. with consumer by answering any questions consumer may have regarding terms of contract and availability of contract options, including renewal opportunities;
 7. Ensuring the safekeeping of all applicable documents and making and maintaining a detailed log of Agent's efforts and services described above; and
 8. Performing other additional compensable services reasonably requested by HOME WARRANTY OF THE MIDWEST, INC.
 - (b) Agent/Agency is not precluded from explaining or referring to home warranty coverages offered by other companies or from performing services for other HWC's.
 - (c) Agent will fully disclosed to the consumer the compensable services that will be provided and the compensation arrangement with HOME WARRANTY OF THE MIDWEST, INC. and has made clear that the consumer may purchase a home warranty from other vendors or may choose not to purchase any home warranty.
 - (d) Agent, hereby appointed as special and limited sales agent of HOME WARRANTY OF THE MIDWEST, INC., agrees that the scope of such special and limited agency shall be restricted to the activities expressly authorized under this Agreement, and that any marketing activities of Agent shall be conducted using only marketing materials, forms, and documents approved or provided to Broker by HOME WARRANTY OF THE MIDWEST, INC.
4. Termination. The term of this Agreement (the "Term") will start on the date that you complete the

registration page(s) and accept the terms and conditions of this Agreement and shall continue thereafter for a period of one (1) year. Thereafter, the Term will automatically renew for one (1) year extensions until terminated as provided herein. Either party may terminate this Agreement for such party's convenience, upon prior written or email notice to the other party. In addition, this Agreement will terminate immediately upon written notice to you if you fail to comply with any of its terms. Upon any termination, all rights granted to you under this Agreement shall immediately terminate. The terms of this Agreement that give the parties rights beyond termination of this Agreement will survive any termination of this Agreement.

5. LIMITS OF LIABILITY. IN NO EVENT WILL AGENT, AGENCY OR HOME WARRANTY OF THE MIDWEST, INC. BE LIABLE HEREUNDER OR IN CONNECTION WITH: (A) THE HOME WARRANTY OF THE MIDWEST, INC. HOME WARRANTY CONTRACT SUBMITTED HEREUNDER OR (B) THE PURCHASE OR SALE OF ANY REAL ESTATE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO CONTRACT, TORT (INCLUDING PRODUCTS LIABILITY, STRICT LIABILITY AND NEGLIGENCE), STATUTORY OR OTHERWISE, AND WHETHER OR NOT AN ENTITY WAS OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT WILL AGENT'S, AGENCY'S OR HOME WARRANTY, INC.'S AND/OR ITS ADMINISTRATOR'S AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT EXCEED THE NET AMOUNT OF SERVICE FEES PAID HEREUNDER. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR BODILY INJURY TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION.

6. Miscellaneous. No waiver or modification of this Agreement shall be valid unless made in writing and signed by each party. The waiver of a breach of any term hereof shall in no way be construed as a waiver of any other term or breach hereof. This Agreement is governed by the laws of the State of Iowa without reference to conflict of laws principles. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in Lyon County, Iowa, and the parties agree and submit to the personal and exclusive jurisdiction and venue of these courts. You may not assign this Agreement or any rights or obligations hereunder without the prior written consent of HOME WARRANTY OF THE MIDWEST, INC. Subject to the foregoing, this Agreement will inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. Any attempted assignment in violation of this Section shall be null and void. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect. Nonperformance of either party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, earthquake, governmental acts or restrictions or for any other reason when failure to perform is beyond the reasonable control of the nonperforming party. This Agreement constitutes the entire understanding and agreement with respect to its subject matter, and supersedes any and all prior or contemporaneous representations, understandings and agreements whether oral or written between the parties relating to the subject matter of this Agreement, all of which are merged in this Agreement. The registration page(s) shall be deemed incorporated into this Agreement by this reference.

Agent Signature

Date

Printed Name of Agent: _____

Agency Associated with Agent: _____

HOME WARRANTY OF THE MIDWEST, INC. Authorized Representative

Date