



Agreement, We will refund to You a prorated refund of the Agreement Price based on months remaining in the Agreement Term, less any claims paid. If We cancel this Agreement, We will send You written notice stating the reason for and the effective date of cancellation to Your last known address in Our records.

K. Miscellaneous

1. The obligations of LHG under this Agreement are backed by the full faith and credit of LHG.
2. Entire Agreement: This Agreement supersedes any and all other prior understandings and agreements, whether oral or in writing, between You and LHG, its employees, representatives, salespeople, agents, contractors, partners, and/or affiliates, with respect to the subject matter hereof, and constitutes the sole and only agreement with respect to said subject matter. All prior negotiations and agreements between You and LHG, its employees, representatives, salespeople, agents, contractors, partners, and/or affiliates, with respect to the subject matter hereof, are merged into this Agreement. You acknowledge that no representations, inducements, promises, and/or agreements, orally or otherwise, have been made by either party foregoing that are not embodied in this Agreement, and that any agreement, statement, or promise that is not contained in this Agreement shall not be valid or binding, or of any force or effect.
3. Severability: In case any clause, provision, part, and/or section in this Home Warranty Agreement shall be held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining clauses, provisions, parts, and/or sections shall not in any way be affected or impaired thereby.
4. Indemnification: You shall indemnify and hold harmless LHG, its shareholders, directors, officers, employees, and agents, from and against all damages, costs, expenses, liabilities, losses, claims, demands, interest, awards, penalties, and judgments of whatever kind or nature, including reasonable attorneys' fees, that You or LHG may be liable, in whole or in part, arising out of or resulting from Your acts and/or omissions, or a Service Contractor's acts and/or omissions, or any and all claims of the parties relating to, arising out of, or resulting from Your or a Service Contractor's negligence, willful misconduct, and/or breach of this Agreement.
5. Waiver of Provisions: No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, and no such waiver shall constitute a continuing waiver.
6. MANDATORY ARBITRATION: The parties agree to make use in good faith, before instituting any mandatory arbitration. Unless You make written application to You and LHG agents in writing, You agree to bring a lawsuit against LHG solely in Your individual capacity, any claim, dispute, or controversy regarding any legal claim arising out of this Agreement shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the claim is filed (AAA Rules). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered into and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. No party shall be bound by the other party other than as provided herein or for enforcement of this clause of the arbitrator's award, and any such suit may be brought only in Federal District Court, or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability, and/or formation of this Agreement, including any claim that any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."
7. CLASS ACTION WAIVER: This claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any putative class action, collective representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly give up any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to consolidate or aggregate similar claims or conduct, nor make an award to any person or entity not a party to the arbitration. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION; HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS ARISING OUT OF THIS AGREEMENT DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

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