



Greater Michigan Quality Guarantee Home Protection Plan

The Plan

*Your New Home Has
5 Years*

*Plumbing, Fire Sprinkler and
HVAC Protection*

The Most Comprehensive Warranty Plan of its Kind:

Buying a new home is an extraordinary investment of time and money.

The Greater Michigan PMC/UA Quality Guarantee Homeowner's Protection Plan helps you get the most of your time and money by providing 5 years of security for your plumbing, piping, fire protection and/or heating, ventilation and air conditioning ("HVAC") systems.

The Greater Michigan PMC/UA Quality Guarantee Plan ensures you receive the maximum protection available in the industry.

Easy To Register:

After your system is installed by a Greater Michigan PMC/Greater Michigan PMC/UA Quality Guarantee affiliated-contractor, all you have to do is fill out and send in the enclosed service contract. You will begin to enjoy the security of the Greater Michigan PMC/UA Quality Guarantee Plan immediately.

Easy to Maintain:

To maintain your Greater Michigan PMC/UA Quality Guarantee warranty, use Greater Michigan PMC/UA Quality Guarantee affiliated-contractors for additional plumbing, piping, fire protection and/or HVAC needs. Affiliated contractors and their employees provide professional and expert service you can rely on.

Your Home Has The Best:

Sponsors

The Plan

Frequently Asked
Questions

Participating
Contractors

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To ensure they provide expert service, Greater Michigan PMC/UA Quality Guarantee affiliated-contractors and their employees continuously upgrade their skills and knowledge through UA certified educational programs.

Greater Michigan PMC/UA Quality Guarantee is Transferable:

Your Greater Michigan PMC/UA Quality Guarantee Homeowner's Protection Plan is transferable during the first five years of residence, which is an attractive selling point should you decide to move.

The Plan

In consideration of the mutual promises set forth in this Agreement, and other valuable consideration, the Homeowner (hereafter referred to as "Owner") and PMC/UAQGHPP Local Sponsor (hereafter referred to as "Sponsor") agree as follows:

I. APPLICATION

1.01 Application For Membership and Participation: The Owner hereby applies to participate in the Greater Michigan PMC/UA Quality Guarantee Homeowner's Protection Plan.

1.02 Accuracy of Application: The Owner represents that all information provided by Owner in connection with this Agreement is accurate.

1.03 Acceptance of Owner: The PMC/UAQGHPP Sponsor will execute this Agreement and provide warranty coverage to an Owner when:

- a. verification is obtained that the original plumbing, pipefitting, fire protection and/or heating, ventilation, air-conditioning ("HVAC") construction work on Owner's home was performed by a PMC/UAQGHPP participating contractor; and
- b. the owner has fully executed this Agreement and satisfied all conditions required herein.

1.04 Covered Structures: In this Agreement, "home" means a single-family house, or a single unit in a multi-unit residential structure in which title to the unit is transferred to the Owner.

II. PARTICIPATION IN THE PMC/UAQGHPP

2.01 Participation Approval: The PMC/UAQGHPP may reject an Owner if it finds:

- a. the home is not constructed according to local approved building codes;
- b. the work is not performed by a PMC/UAQGHPP participating contractor;
- c. the work is not inspected as required by applicable building codes and laws.
- d. the Owner failed to execute this Service Contract within ninety (90) days of the date of closing indicated above.

2.02 Cost of Plan: This Plan is provided free of charge for any home that is accepted for coverage by PMC/UAQGHPP.

2.03 Scope of Coverage: This Plan provides for repairs and corrections of failures or defects in the home's plumbing and/or piping system (e.g. drain, waste, vent, potable water systems), as well as the home's fire protection (e.g., fire sprinkler) and HVAC (heating, ventilation and air conditioning) caused by deficiencies or defects in the workmanship by the Original PMC/UAQGHPP Contractor.

This Plan does not include defects or failures of manufactured items including but not limited to fixtures, water heaters, toilets, sinks, garbage disposals, lavatories, valves, fans, air conditioners or pumps or related piping. This plan does not provide for repair of damage or correction of conditions caused by abuse, neglect, failure to maintain, or negligent use of the plumbing and/or piping system in the home, such as freezing, clogging or stoppage of pipes.

2.04 Not Insurance: This Plan is not an insurance policy, but solely a service warranty/repair Agreement. **PMC/UAQGHPP'S LIABILITY IS LIMITED SOLELY TO THE COST OF REPAIRING OR CORRECTING FAILURES OR DEFECTS IN THE HOME'S PLUMBING, PIPING, FIRE PROTECTION AND/OR HVAC SYSTEM(S) RESULTING FROM DEFECTIVE WORKMANSHIP. PMC/UAQGHPP'S LIABILITY IS LIMITED TO THE REPAIR AND CORRECTION OF SUCH DEFECTIVE WORKMANSHIP. PMC/UAQGHPP DOES NOT WARRANT EQUIPMENT AND IS NOT LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING DAMAGE CAUSED TO OTHER PARTS OF THE HOME BY A DEFECT OR DEFICIENCY IN THE PLUMBING, PIPING, FIRE PROTECTION, and/or HVAC SYSTEM(S).**

III. CONTINUED PARTICIPATION IN THE PMC/UAQGHPP

3.01 Conformance Required: To qualify for continued participation in this Plan, the home must meet the following requirements:

a. subsequent to the initial installation, all work performed on the designated system(s) must have been performed by a participating PMC/UAQGHPP plumbing, pipefitting, fire protection and/or HVAC contractor; and

b. all work performed on the designated system(s) must have been inspected and approved in accordance with the applicable building codes and laws.

IV. DISPUTE SETTLEMENT PROCEDURES AND LIMIT OF LIABILITY

4.01 Cooperation: The Owner shall fully cooperate with PMC/UAQGHPP in any dispute settlement proceeding under this Agreement, including but not limited to, making themselves available at their expense, to consult or testify, and providing PMC/UAQGHPP with any all relevant records concerning the home that is subject to the proceeding.

4.02 Arbitration: The parties agree that any disputes or claims arising under this Agreement that cannot be resolved directly by the parties shall be submitted to binding arbitration pursuant to the rules and procedures of the American Arbitration Association.

4.03 Maximum Liability: The maximum liability of PMC/UAQGHPP under this Agreement is \$1,000.00 per home. The first repair call will be without charge to the owner. Thereafter, the owner will be charged and responsible for paying the first \$50.00 charged for each repair call.

V. TERMINATION AND SUSPENSION

5.01 Termination: PMC/UAQGHPP may, upon giving written notice to the Owner, terminate the Agreement if, in the judgment of the PMC/UAQGHPP:

a. the Owner misrepresented facts in the application for membership or for registration which were material to the evaluation of that application or registration;

b. the Owner had additional work performed on the designated system(s) by anyone other than a participating PMC/UAQGHPP plumbing, pipefitting, fire protection and/or HVAC contractor;

c. the home fails to meet local government codes or fails to meet required inspections;

d. the Owner fails to cooperate in PMC/UAQGHPP's dispute settlement procedures, fails to comply with a decision which is rendered pursuant to those procedures, or fails to abide by an agreement voluntarily made with the Owner in a dispute settlement.

e. the Owner exceeds the maximum loss limitations established by the PMC/UAQGHPP.

VI. COMPLIANCE WITH RULES AND REGULATIONS OF THE PMC/UAQGHPP PROGRAM

6.01 Rules and Regulations: The Owner shall be bound by all rules and regulations of the PMC/UAQGHPP Local Sponsor as may be adopted or amended, as fully as if said rules and regulations were specifically set out in this Agreement. The PMC/UAQGHPP Local Sponsor shall provide a copy of the rules and regulations to the Owner.

6.02 Inspection: PMC/UAQGHPP shall have the right to inspect at any reasonable time and upon reasonable notice the home for the purposes of verifying compliance by the Owner.

VII. GENERAL PROVISIONS

7.01 Term: The term of this Agreement will be five (5) years from the date of closing on the home, as specified above. To the extent that covered work is subject to a warranty provided by another party, including the original builder or contractor, the warranty provided by this Agreement shall be supplemental.

7.02 Non-Liability of UA: The United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada shall not be liable to any person or party for any claims arising out of, or relating to, this Agreement.

7.03 Force Majeure: In event that the performance by any party or any of its obligations under this Agreement is delayed by an occurrence not occasioned by the conduct of the party obligated to perform, including without limitations, any act of God or the common enemy, or result of war, riot, civil commotion, sovereign conduct or

the act or conduct of a person not party to this Agreement, then that party shall be excused from such performance for as long as is reasonably necessary to remedy the effects of that occurrence.

7.04 Attorney and Witness Fees: In any legal action between the parties arising out of this Agreement, each party shall be responsible for its own attorney's fees, witness fees and costs of litigation.

7.05 Entire Agreement: Except as otherwise expressly provided in this Agreement, the Agreement constitutes the entire agreement between the parties regarding the rights granted and the obligations assumed in this instrument. Any representations or modifications concerning this instrument shall be of no force or effect except for subsequent modification in writing signed by the parties, or by amendment pursuant to the rules and regulations of the PMC/UAQGHPP.

7.06 Partial Invalidity: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected.

7.07 Choice of Law: This Agreement shall be governed and construed in accordance with the law [insert applicable state].

7.08 Assignment: This Agreement may be assigned by the Owner to a purchaser, so long as the conditions of Article II of this Agreement continue to be met, by giving written notice of the identify of the purchaser to PMC/UAQGHPP within thirty (30) days after the sale.

7.09 Notice: Any notice to be given by any party shall be in writing and may be delivered personally or by registered or certified mail, return receipt requested, to the intended recipient as follows: Notice to the Owner shall be delivered to the Owner's address shown on the first page of this Agreement; Notice to the PMC/UAQGHPP shall be addressed and delivered to:

**Greater Michigan PMC/UA Quality Guarantee Home
Protection Plan
1955 Pauline Boulevard - Suite 100-D Ann Arbor, MI 48103**

7.10 Captions: Captions as to the contents of particular provisions are intended for convenience only and shall not be considered in construing this instrument.

7.11 No Agency: This Agreement shall not constitute or be considered an agency, employer-employee relationship, joint venture or partnership between any contractor hired by PMC/UAQGHPP to perform work. None of the parties, nor any of their employees or agents, shall have the authority to bind or obligate the other party except as provided by this Agreement.

7.12 Waivers: Failure of any party to complain of any act or omission on the part of another party, no matter how long it may continue, shall not constitute a waiver of any breach of this Agreement, or a consent to any subsequent breach

7.13 Effective Date: This Agreement shall become effective as of the closing date of the home.

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