



HEATING AND COOLING

# ENERGY & COMFORT LIMITED GUARANTEE

ENVIRONMENTS FOR *Living*<sup>®</sup>  
CERTIFIED GREEN

A collaboration with

**ecomagination**<sup>™</sup>  
a GE commitment



THE ENERGY USED FOR HEATING AND COOLING YOUR HOME ("HOME" ) LOCATED AT:

IS GUARANTEED NOT TO EXCEED AN ANNUAL GUARANTEED USAGE ("GUARANTEED USAGE") OF:

WE ESTIMATE THAT YOUR HEATING AND COOLING COST WILL NOT EXCEED  
AN AVERAGE OF \_\_\_\_\_ /MONTH BASED UPON UTILITY RATES OBTAINED FROM:

THIS COST IS STRICTLY AN ESTIMATE AND WILL VARY WITH YOUR ACTUAL COST OF ENERGY. THIS HEATING AND COOLING COST IS BASED ONLY ON THE UTILITY RATES ABOVE AND DOES NOT INCLUDE TAXES, SURCHARGES OR OTHER FEES CHARGED BY YOUR UTILITY PROVIDER. SEE REVERSE SIDE FOR FURTHER DETAILS.



## LIMITED GUARANTEE

**COMFORT LIMITED GUARANTEE:** Subject to the terms and conditions set forth in this Limited Guarantee, under the *Environments For Living*<sup>®</sup> program, TopBuild Home Services, Inc. ("TopBuild") guarantees to you, the original homeowner, that the temperature at the location of the thermostat in your Home will not vary more than three degrees from the temperature at the center of any conditioned room within that thermostat zone (the "Comfort Limited Guarantee"). If your Home has a room that does not meet this Comfort Limited Guarantee, TopBuild, through the *Environments For Living* program, will notify and reasonably assist your builder in identifying the reason(s) for the temperature variance and will reasonably coordinate with your builder to have any changes or modifications, as deemed reasonably appropriate by your builder or TopBuild, made to your Home. TopBuild shall not be responsible for performance of and/or payment for any changes or modifications to your Home by the builder or any third party under the Comfort Limited Guarantee.

**HEATING AND COOLING LIMITED GUARANTEE:** TopBuild guarantees that the energy you use to heat and cool your Home (the "Heating/Cooling Energy"), as defined and calculated in the Account Analysis below) will not exceed the Guaranteed Usage listed on the first page of this Limited Guarantee, subject to the terms and conditions set forth in this Limited Guarantee ("Heating and Cooling Limited Guarantee"). The Guaranteed Usage is calculated using a computer model to simulate gas (therms) and electricity (kilowatt hours) energy required to heat and cool your Home in a typical weather year. If the Heating/Cooling Energy for your Home exceeds the Guaranteed Usage for a Period (defined below), TopBuild will reimburse you 100% of the cost of the difference between the Guaranteed Usage and the Heating/Cooling Energy, subject to the terms and conditions of this Limited Guarantee (the "Reimbursement Amount"). The Reimbursement Amount will be calculated using the average of each of your monthly gas and electricity utility rates for your Home, excluding taxes, surcharges and other fees charged by your utility provider, during each Period of this Limited Guarantee. TopBuild, through the *Environments For Living* program, may (but is not required to) inspect and meter your Home as it reasonably deems appropriate to, among other things, identify the sources of energy use in your Home, and TopBuild will reasonably coordinate with your builder to have any changes or modifications, as deemed reasonably appropriate by your builder or TopBuild, made to your Home to lower the energy requirements for heating and cooling your Home. TopBuild shall not be responsible for performance of and/or payment for any changes or modifications to your Home by your builder or any third party under the Heating and Cooling Limited Guarantee.

**DURATION OF LIMITED GUARANTEE:** To activate this Limited Guarantee, you must register your Home at [www.environmentsforliving.com/register](http://www.environmentsforliving.com/register) or by calling (866) 912-7233 within 30 days of the date you close on the purchase of your Home (the "Closing Date"), and by doing so, you agree to its terms and conditions, including but not limited to the binding arbitration provision in the limited guarantee. If activated within this 30-day period, the Limited Guarantee's period will start on the first day of the second calendar month after your Closing Date (the "Start Date") and continue for the Guarantee Duration, which is listed on the first page of this Limited Guarantee. Each year of this Limited Guarantee is defined as a "Period". This Limited Guarantee is not transferable by you.

**YOUR RESPONSIBILITIES:** Your actions can greatly affect energy use in your Home. You are not covered under this Limited Guarantee unless you exercise prudent energy management for your Home. As a condition to maintaining this Limited Guarantee, you agree to:

1. Use windows and doors prudently when operating the heating, ventilating, and cooling ("HVAC") system of your Home.
2. Follow manufacturer's instructions regarding operation and service of the HVAC system of your Home, including annual inspections and filter replacement.
3. Set the thermostat of your Home at no higher than 72 degrees F during the heating season and no lower than 75 degrees F during the cooling season.
4. Notify TopBuild of any change or modification to your Home, its HVAC system and/or its occupancy after the Start Date so that TopBuild, in its discretion, may re-evaluate and make appropriate adjustments to the Guaranteed Usage. You will be charged a fee for any such re-evaluation or adjustment. TopBuild may, in its discretion, refuse to pay a Reimbursement Amount under this Limited Guarantee for any material changes or modifications to your Home, its HVAC system and/or its occupancy.
5. Submit any claims and notices in writing to: TopBuild, c/o *Environments For Living* program, 475 N Williamson Blvd., Daytona Beach, FL 32114. Any claim for a Period must be submitted to TopBuild within 30 days of the end of that Period. For example, any claim for the first year of the Limited Guarantee must be submitted within 30 days after the first anniversary of the Start Date. You must include copies of your actual detailed monthly utility statements for your Home for the applicable Period and proof of the HVAC system maintenance and service work with your claim.
6. Permit TopBuild and your builder to access your Home, upon reasonable notice, to inspect, meter and/or to make changes or modifications to your Home in connection with this Limited Guarantee. TopBuild shall not be responsible for performance of and/or payment for any changes or modifications to your Home by your builder or any third party.

**ANNUAL ACCOUNT ANALYSIS:** Your utility bills include all the energy you use for your Home, including activities other than heating and cooling (such as lighting, appliances, pools and spas). Upon your submission of a claim for a Period, TopBuild will calculate whether you are entitled to receive a Reimbursement Amount under this Limited Guarantee by estimating the part of your total energy use that applies to heating and cooling your Home, called the Heating/Cooling Energy, and then comparing this energy use to the Guaranteed Usage (on the first page of this Limited Guarantee). The following is a description of the method TopBuild uses to estimate your Heating/Cooling Energy use: First, for the claimed Period, TopBuild calculates the average of your three lowest months of energy use when your Home is occupied. TopBuild assumes that this average estimates the energy you used for activities other than heating and cooling your Home. That average is then multiplied by 12 and subtracted from your total energy use during the claimed Period. The remaining amount estimates the Heating/Cooling Energy, which is the energy used to heat and cool your Home during the claimed Period. If appropriate, TopBuild also may adjust the Heating/Cooling Energy to exclude energy use not related to heating and cooling your Home, such as seasonal use of pools and spas, and to account for any change in energy use for heating and cooling your Home related to any change or modification to your Home, its HVAC System or its occupancy. A sample worksheet showing the calculation method described above is provided for your reference at [www.environmentsforliving.com](http://www.environmentsforliving.com) and may also be obtained from TopBuild by calling the toll-free telephone number listed below.

**LIMITATION OF LIABILITY:** This Limited Guarantee does not cover claims due to the malfunction or improper installation or maintenance of the HVAC system; noncompliance by your builder or its subcontractors with Program Requirements of the *Environments For Living*<sup>®</sup> program; or abuse, neglect, accident, flood, fire, natural disasters or other acts of God. Except for the Limited Guarantee stated above, TopBuild makes no other express or implied guarantees, representations, or promises of any kind relating to the *Environments For Living* program; your heating, cooling or other energy costs for your Home; your builder's or its subcontractors' compliance with the terms of the *Environments For Living* program; the construction of your Home; and/or mold, radon or any other environmental contaminants or pollutants, whether biological or chemical in source or characteristics. TopBuild shall not be liable to you or any other person or entity for any consequential or incidental damages or attorneys' fees. Notwithstanding the foregoing, in no event shall TopBuild's liability under this Limited Guarantee exceed the Reimbursement Amount as defined in and calculated under the terms of this Limited Guarantee.

**CHOICE OF LAW:** This Limited Guarantee is governed by, and shall be construed in accordance with, the laws of Delaware, without regard to choice of law considerations.

**BINDING ARBITRATION:** Except for disputes involving a claim of personal injury or as otherwise provided below, any dispute between you and TopBuild shall be resolved exclusively and finally by binding arbitration administered by the American Arbitration Association (AAA) and conducted in accordance with AAA's Supplementary Procedures for Consumer-Related Disputes of the Commercial Arbitration Rules, to the extent consistent with AAA's Construction Industry Arbitration Rules, and AAA's Consumer Due Process Protocol. Collectively these AAA rules and protocol shall be referred to as the "Rules." YOU THUS GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS LIMITED GUARANTEE. YOUR RIGHTS WILL THEREFORE BE DETERMINED BY A NEUTRAL ARBITRATOR AND NOT A JUDGE OR JURY. You and TopBuild shall agree on another arbitration forum if AAA ceases operations. Such arbitration shall be conducted at a mutually agreeable location. The parties shall agree upon an arbitrator, or if the parties cannot agree within 30 days of the filing of an arbitration demand, an arbitrator shall be appointed by the AAA in accordance with the Rules. ANY DECISION RENDERED IN SUCH ARBITRATION PROCEEDINGS SHALL BE FINAL AND BINDING ON THE PARTIES, AND JUDGMENT MAY BE ENTERED THEREIN IN ANY COURT OF COMPETENT JURISDICTION. The arbitration, or any portion of it, shall not be consolidated with any other arbitration and shall not be conducted on a class-wide or class action basis. UNDER THE AAA RULES, YOU RETAIN THE RIGHT TO SEEK RELIEF IN A SMALL CLAIMS COURT FOR DISPUTES WITHIN THE SCOPE OF THE SMALL CLAIMS COURT'S JURISDICTION. Further information may be obtained from the AAA at [www.adr.org](http://www.adr.org) or by calling 800-778-7879 or writing to American Arbitration Association, 1633 Broadway, 10th Floor, New York, NY, 10019.

**ENTIRE AGREEMENT:** This Limited Guarantee constitutes the entire agreement and understanding between the parties, and supersedes any and all prior agreements, understandings, promises and/or representations made with or to you by TopBuild or any other person or entity concerning the subject matter of this Limited Guarantee. This Limited Guarantee cannot be amended or modified without a written agreement signed by an authorized representative of TopBuild Home Services, Inc. that specifically references this Limited Guarantee.