

# ADDENDUM TO MEMBERSHIP AGREEMENT

## Evergreen Addendum

**Warranty Company(ies):** *Select applicable company(ies) in which Member participates (hereinafter "Warranty Company")*

Residential Warranty Company, LLC

MHWC

(Insurer for RWC and MHWC: Western Pacific Mutual Insurance Company, A Risk Retention Group, 9265 Madras Ct, Littleton, CO, 80130 hereinafter "Insurer")

HOME of Texas

(Insurer for HOME: Warranty Underwriters Insurance Company, 12651 Briar Forest, Suite 195, Houston, TX, 77077 hereinafter "Insurer")

THIS ADDENDUM TO MEMBERSHIP AGREEMENT(S), by and between Warranty Company, 5300 Derry Street, Harrisburg, PA 17111, Insurer, and \_\_\_\_\_ (hereinafter "Member")

1. Member has entered into a Membership Agreement (including all prior Addenda thereto if any) with the Warranty Company and Member understands that Member must continue to be a Member in good standing as part of the Limited Warranty Program at all times.
2. Member, Warranty Company and Insurer desire to add the provisions contained in this Addendum to the Membership Agreement(s).
3. The Membership Agreement(s) and any Addenda thereto shall be automatically be renewed at each one (1) year anniversary for an additional one (1) year term unless it is terminated by either party by giving written notice to the other party of its intention not to renew at least ninety (90) days prior to the expiration of the initial or any renewal term or it is terminated pursuant to Section G of the Membership Agreement(s).
4. Nothing in this Addendum shall alter the grounds and provisions of the Membership Agreement(s) Section **G. Termination or Suspension** or change the right of Warranty Company/Insurer to terminate this Agreement(s) immediately for cause.
5. In the event Member signs a Surety Agreement and the circumstances change such that a Surety Agreement is no longer required or an alternate Surety replaces the original Surety, then the parties agree that a new Membership Agreement(s) may be entered into for the purpose of changing the Surety provisions.
6. Member hereby authorizes Warranty Company and/or Insurer to conduct such investigation of the Member's activities and make such inquires and obtain credit reports as may be necessary for its determination of Member's financial and technical ability to meet its obligations. Member hereby directs all credit reporting agencies to make available to Warranty Company and/or Insurer any information in the possession of such agencies.
7. Member agrees to indemnify Warranty Company and Insurer and to hold Warranty Company and Insurer forever harmless from any and all claims, losses, and expenses, including but not limited to attorney fees, arising any breach of this Addendum to Membership Agreement(s) or any failure of Member to perform the obligations and responsibilities set forth in any Membership Agreement or Addendum and for which claims are filed arising out of such failure.
8. Except as expressly set forth above, this Addendum to Membership Agreement in no way limits, increases, or otherwise affects the obligations of the parties under the Limited Warranty or Membership Agreement.
9. This Addendum to Membership Agreement replaces and supersedes any previous Agreements with respect to any matters set out in this Addendum.
10. Member agrees to maintain the terms of any Membership Agreement and Addenda in confidence and not to disclose any such terms to any person or entity.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ intending to be legally bound hereby.

\_\_\_\_\_  
*Member Registration # (s)*

By: \_\_\_\_\_

\_\_\_\_\_  
*Date of Execution by Member*

Its: \_\_\_\_\_

\_\_\_\_\_  
*Date of Execution by Warranty Company*

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
*Date of Execution by Insurer*

By: \_\_\_\_\_

Its: \_\_\_\_\_