



**BASIC MEMBER ENROLLMENT FORM
AND
HOME WARRANTY PROCESSING AGREEMENT**

REAL ESTATE FIRM/BROKER REAL ESTATE AGENT OTHER _____

MEMBER NAME _____

BROKER/FIRM _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

SSN/TAX ID _____

OFFICE PHONE (____) _____ TOLL FREE (____) _____

FAX (____) _____ E-MAIL _____

PROFESSIONAL LIABILITY INSURANCE EXPIRATION DATE _____

The HMS Member noted above agrees to provide the following services for HMS National, Inc. (HMSN) in connection with the processing of the HMS Home Warranty/Home Protection Program:

Promote and offer the HMS Home Warranty Program in prospecting/marketing materials and advertising.

Present the HMS Home Warranty Program to potential customers and clients.

Provide overview of basic coverage, including terms, conditions and limitations. Refer customer to HMS to answer any questions regarding the HMS Home Warranty.

Help complete the HMS Home Warranty Program application, including seller/buyer and property information and coverage options, and transmit the application to HMS via phone, fax, e-mail or internet.

Provide HMS with information from any seller property disclosure form with regard to non-working components which should be excluded from coverage.

When a purchase offer is accepted, provide HMS with the buyer information and name of settlement provider so that HMS can invoice for the collection of funds at closing and/or provide HMS Home Warranty invoice directly to settlement service provider.

Monitor the status of completed applications to ensure that ordered home warranties are issued and coordinate payment of home warranty premiums to HMS.

Verify on HUD-1 Settlement Statement that funds are collected for the home warranty and that any additional "seller" or "buyer only" options are added and paid for at closing.

Coordinate transfer of home warranties, as applicable.

Assure that the buyer receives an HMS Home Warranty brochure and explanation of terms, conditions and limitations of coverage. Refer customer to HMS to answer any questions regarding the HMS Home Warranty.

Prominently post the HMS Monthly Warranty Production Report and/or signs in the real estate office.

Provide other goods, facilities and services as HMS may reasonably request for training or other purposes from time to time.

In consideration for these services, HMSN hereby agrees to remit directly to the HMS Member noted above an administrative and processing fee as set by HMSN for each fully funded HMS Home Warranty, where allowable by law. HMSN and HMS Member acknowledge and agree that the amount of the administrative and processing fee is reasonable for the goods, facilities and services actually provided by HMS Member as described in this agreement. HMS Member agrees to disclose its receipt of payment of the below-referenced administrative and processing fee, as required by law. Payment shall be made by the 15th of each month for all warranties placed in production in the prior month.

The HMS Member noted above shall remain eligible for this administrative and processing fee so long as they remain in compliance with the performance of these services and this agreement remains in effect. HMSN may terminate or modify this agreement at any time at its sole discretion. This agreement shall supercede and replace any previous agreement between HMS Member and HMSN and/or its affiliates. The parties agree and acknowledge that the services provided by HMS Member pursuant to this agreement are the same as those provided under previous HMS Member-Broker agreements.

This agreement shall be interpreted under and governed by the laws of the State of Florida. Any controversy or claim arising out of or relating to this agreement shall be settled by binding arbitration and must be brought in the State of Florida, Broward County.

Acknowledged and agreed to this _____ day of _____ 200__.

HMS MEMBER

By: _____
SIGNATURE

PRINT NAME

ACCOUNT ACTIVATION		HMS NATIONAL OFFICE USE	RECEIVED _____
FAX (800) 468-7307			
PHONE (800) 941-9000			
DATE OF ENROLLMENT _____	A/S/L _____		
ASSIGNED BY _____	MEMBER NO. _____		
			Rev. 7/1/03

Return to:



Utah • Montana • Wyoming
PO Box 17375

Salt Lake City UT 84117-0375

Voice: 801-461-4999 • Toll Free: 800-766-4467 • Fax: 801-461-0926

On Line www.HMS-West.com - Info@HMS-West.com