



# Sharing Guidelines

Copyright 2021 © HRS All Rights Reserved.

## Home Repair Cost Sharing

Home Repair Share™ (also referred to as HRS), is a mutual cost sharing service provided on behalf of its participants through Mustard Share Foundation, LLC. As a faith-based cost sharing platform, HRS is not subject to state and federal insurance regulations, but certain states may require the following disclosure:

NOTICE: HRS is a mutual cost sharing community. HRS is not insurance, a warranty, or service contract, nor is it offered through an insurance, home warranty or service contract company. HRS does not insure, guarantee, or indemnify, nor does it provide surety, service contracts, guarantor-ship, or promise that your home repair bills will be paid or assigned to others for payment. Whether anyone chooses to help you with your home repair costs will be totally voluntary. HRS should never be considered as a substitute for an insurance, home warranty, or service contract. Whether you receive any cost sharing for home repairs and whether or not this platform continues to operate, you are always liable for any and all repair costs. HRS is not subject to the regulatory requirements or consumer protections of your particular state's insurance statutes.

Please seek the advice of an insurance professional for a further understanding between state-regulated insurance and cost-sharing ministries.

Participation enables eligibility to share home repair bills with other like-minded participants. Participation (or membership) does not give you any rights as a legal member of a company or corporation, not-for-profit or other entity.



# Table of Contents

	<u>Page</u>
<b>FREQUENTLY ASKED QUESTIONS</b>	3-4
<b>PARTICIPATION</b>	
1. Summary	5
2. Eligibility	5
3. Participants Role	6
<b>SHARING ELIGIBILITY</b>	
1. Packages & Options	7
2. Supplement Option	7
3. Heating & Air Conditioning	8
4. Electrical	8
5. Plumbing	9
6. Appliances	9
7. Minor Roof Leaks	9
8. H.O. Insurance Deductibles	10
9. Pool Equipment	10
10. Well Pump	10
11. Septic Pump	11
12. Sprinkler System	11
13. Soft Water Filtration System	11
<b>SHARING DETAILS</b>	
1. Activation and Waiting Period	12
2. Home Size	12
3. Suggested Share Contributions	12
4. Determining Sharing Eligibility	13
5. Unshared Level	13
6. We Process Sharing	13
7. Reimbursements	13
8. DirectPay to Pro	13
9. Pre-existing Conditions	13
10. Verifying Repairs	14
11. Repairs Performed By	14
12. Consequential Damage	14
13. Unnecessary Repairs	14
14. Gross Negligence	15
15. Workmanship	15
16. Excessive charges	15
17. Upgrades	15
18. Replacement tier and limit	15
19. Access	16
20. Property Damage	16
21. Enacting changes	16
<b>APPEAL PROCESS</b>	17
<b>LEGAL NOTICE</b>	18

# Frequently Asked Questions

## Q. What is a home warranty?

A. The Service Contract Industry Council (SCIC) defines a home warranty as service contracts that "cover repair or replacement of a home's major systems, such as heating, air conditioning, electrical and plumbing and major appliances for renewable one-year terms.

## Q. How is Home Repair Share different?

HRS offers a monthly subscription based cost-sharing platform that protects like-minded homeowners from the high cost of unexpected repairs and replacements on home systems and appliances.

## Q. What is Home Repair Share?

A. We're the founder in home protection cost sharing, helping with the high cost of home repairs, giving peace of mind to like-minded homeowners, no matter the age of their home. We offer a virtual environment of convenience with real life help for home repairs. If your buying or selling a home, or if you've been in your home for years, we've custom made a Home Repair Share package built to give you control with double the protection. With like-minded pro's across the country and the most complete protection on the market, we share each others burdens.

## Q. How is HRS like-minded?

A. The early Christian tradition included sharing supplies, goods and necessities with one another depending upon who had need. We are exhorted to share with others, and encouraged to share in one another's burdens based on the bible. Sharing with other like-minded families is a longstanding faith-based tradition.

## Q. What kind of oversight is there at HRS?

A. HRS is overseen by a Committee that verifies a minimum of 80% subscription contributions go directly to eligible home repairs and is responsible for the policy decisions of the platform.

## Q. What is the service call fee?

A. We do not have service call fees. HRS is not administered by an insurance or service contract company and it is NOT responsible for paying any portion of your home repair costs. Rather, if your eligible repair cost is paid, it is paid with funds received directly from other participants. With mutual sharing platforms, the participant is always responsible for their own costs.

# FAQ's cont'd

## Q. What is the Unshared Level

The Unshared Level (UL) is the dollar amount that a participant must meet toward the first Eligible Repair Costs, before any other eligible costs may be shared with other participants. For example, the UL is \$150, so the first \$150 of eligible repairs will not be approved for sharing. After that, eligible costs will be approved for sharing. The UL resets every 12 months of subscription on the effective date.

## Q. What is the monthly premium?

A. Participants do not have a monthly premium. HRS has a suggested monthly subscription. Participants deposit their monthly subscription into their individual sharing account. Unlike insurance or a home warranty, your monthly subscription goes from your account to help other participants who have requested sharing pay for their eligible home repair costs.

## Q. How does the claim process work?

A. Participants do not file claims, nor does HRS handle claims because the platform is not an insurance or home warranty company. "Claim" means that you have a right to someone else's financial resources. However, HRS does not pay your eligible repair costs with its money. If your eligible repair cost is paid, it is paid with subscription funds received directly from other participants. Participants can select their own service pros or find a like-minded contractor from the HRS if available. As long as you provide, before-after photos, submit invoices and payment, then HRS review the services provided and determine if the cost is eligible for sharing. After the unshared level (UL) has been met, sharing is processed.

## Q. Why aren't routine recurring maintenance and preventative care not eligible for sharing?

A. Because HRS is not insurance or a home service contract, we do not behave like one. The primary purpose of HRS, as expressed by our participants is to help share each other's burdens. Burdens are eligible repair costs from unexpected breakdowns. Please feel free to schedule your routine preventative maintenance. We believe in good stewardship, and this practice of home protection helps promote accountability among our community.

# PARTICIPATION

## 1. Summary

- a. **Purpose:** The purpose of HRS is to bring like-minded families together to share eligible home repair costs. This platform is based on shared beliefs and convictions, a tradition of mutual aid, and sharing one another's burdens as found in the Christian tradition. Participants contribute toward the eligible repair costs of other participants. These guidelines describe how HRS works and what is required of all participants.
- b. **Voluntary:** Participation in HRS is voluntary, and subscription contributions are non-refundable. Whether anyone chooses to share in another participant's home repair cost is wholly voluntary. Giving to other participants does not create a legally enforceable right to receive funds for home repair costs. As a voluntary cost-sharing platform, we are constrained by the resources shared. Participation may be declined to those who expect sharing beyond the capacity of its participants.
- c. **Participants:** Participants are those who give monthly subscriptions to other participants for home repair costs, and receive help from other participants when they need it. Participants may submit eligible repair costs for sharing according to these sharing guidelines.
- d. **What HRS does not do:** HRS does not have annual expiration dates as it is a perpetual monthly subscription service and does not offer renewal based on annual terms. There are no annual contract premiums or fees, service call fees, or purchase price for a service contract. HRS does not offer any refunds of monthly share contributions. We do not provide insurance, indemnification, surety, contracts, guarantor-ship for any service or affiliation.

## 2. Eligibility

- a. HRS participation is based on like-minded values shared by its participants, which allows them to know that their subscription sharing contributions are not being used for activity that conflicts with their beliefs and convictions. In order to join this platform, participants must meet and satisfy the following requirements:
- b. **Convictions:** In accordance with the Christian tradition, every participant agrees to live by the like-minded principles found in the Bible to bear one another's burdens and to be our brother's keeper.
- c. **Like-minded beliefs:** Participants agree to and share the following beliefs:
  - i. We believe in the God of the bible.
  - ii. We believe in the right-to-life for all humanity.
  - iii. We believe in the Christian tradition of marriage spoken by Christ.
  - iv. We believe cost-sharing follows our faith-based tradition.
- d. **Care for your home** Participants agree that they will take proper care of their home by performing recurring maintenance on home systems and appliances to ensure unnecessary financial burdens on other participants. You may be asked to disclose the existing conditions of your home and willing to take suggestions to properly care for your home to minimize the financial burden to others on the platform.

# PARTICIPATION (cont'd)

## 3. Participant's Role

- a. **Not an Imitation:** HRS is not insurance or service contract and is not an imitation for those products. Participants must not assume or act as if HRS is insurance or a service contract. Participants declare HRS to be a like-minded platform based on the Christian tradition of sharing.
- b. **Individual Accounts:** Participants share with each other using individual accounts within Home Repair Share. Participants authorize Home Repair Share to:
  - i. transfer funds between Participant sharing accounts to facilitate sharing, and
  - ii. deduct costs of 20% maximum from subscription contributions to run and facilitate the platform.

4. **Simple Easy Process:** 1) Participants text or email HRS to notify when a breakdown has occurred prior to performing repairs. 2) Participants can request a contractor or use their own they know and trust. 3) Participants or contractor takes before and after pics and texts or emails to HRS. 4) HRS will facilitate sharing from participants individual accounts and process sharing for repair cost to be reimbursed to contractor or participant through an application that enables low cost transfer of funds immediately when possible.

5. **Cancellation:** If a participant would like to cancel the monthly subscription, they can text or email their request and HRS will cancel. There are no cancellation fees. There are no refunds for any subscription funds collected. HRS is not an annual service contract and therefore does not engage in pro-rata refunds of any kind. HRS subscription will be cancelled if the participant does not deposit the monthly subscription for more than two months. The cancellation date will be the last day of the month from which the monthly subscription was deposited. Only repair costs that were created on or before the cancellation date may be considered for sharing.



# SHARING ELIGIBILITY

## 1. Packages and Options

### Homeowners

	Systems Package	Appliances Package	Complete Package
<b>SYSTEMS</b>			
Heating w/ductwork	✓		✓
Air conditioning w/ductwork	✓		✓
Electrical	✓		✓
Ceiling fans	✓		✓
Smoke detectors	✓		✓
Doorbells	✓		✓
Central Vacuum	✓		✓
Plumbing (includes stoppages)	✓		✓
Water heaters	✓		✓
Instant hot water dispensers	✓		✓
<b>APPLIANCES</b>			
Refrigerators		✓	✓
Ovens/ranges/cooktops		✓	✓
Clothes Washers		✓	✓
Clothes Dryers		✓	✓
Dishwashers		✓	✓
Built-in microwaves		✓	✓
Garbage disposals		✓	✓
Trash compactors		✓	✓
Garage door openers		✓	✓
<b>OTHER ITEMS</b>			
Minor roof leak repairs	+	+	+
H.O. Insurance deductible (\$1k)	+	+	+
Pool/Spa Equipment	+	+	+
Pumps for fountains, jets, slides	+	+	+
Well Pump	+	+	+
Septic Pump	+	+	+
Sprinkler System	+	+	+
Soft water filtration system	+	+	+

### Buyers & Sellers

	RealSystems™	RealComplete™
<b>SYSTEMS</b>		
Heating w/ductwork	✓	✓
Air conditioning w/ductwork	✓	✓
Electrical	✓	✓
Ceiling fans	✓	✓
Smoke detectors	✓	✓
Doorbells	✓	✓
Central Vacuum	✓	✓
Plumbing (includes stoppages)	✓	✓
Water heaters	✓	✓
Instant hot water dispensers	✓	✓
<b>APPLIANCES</b>		
Refrigerators		✓
Ovens/ranges/cooktops		✓
Clothes Washers		✓
Clothes Dryers		✓
Dishwashers		✓
Built-in microwaves		✓
Garbage disposals		✓
Trash compactors		✓
Garage door openers		✓
<b>OTHER ITEMS</b>		
Minor roof leak repairs		✓
H.O. Insurance deductible (\$1k)		✓
Pool/Spa Equipment	+	+
Pumps for fountains, jets, slides	+	+
Well Pump	+	+
Septic Pump	+	+
Sprinkler System	+	+
Soft water filtration system	+	+

2. **Supplement Option:** HRS offers a supplemental option that provides protection at half the suggested subscription rate with half the benefits of cost sharing. Please contact HRS for details of a custom quote. This subscription applies to homeowners that have home warranty service contracts that want additional supplemental protection for items not covered under their home warranty, or for homeowners who would like to get limited sharing benefits for their home at a lower cost.

# SHARING ELIGIBILITY (cont'd)

## 3. Heating & Air Conditioning

All parts and components for the following HVAC costs are eligible up to 5 ton capacity:

- |                                   |                                 |                         |
|-----------------------------------|---------------------------------|-------------------------|
| ✓ Forced air (gas, electric, oil) | ✓ Forced air (gas, electric)    | ✓ Wall heaters          |
| ✓ Floor furnaces                  | ✓ Package units                 | ✓ Heat pumps            |
| ✓ Mini-splits                     | ✓ Hot water/steam circ heaters  | ✓ Electric baseboard    |
| ✓ Room heaters                    | ✓ Cable heat (main source only) | ✓ Wall air conditioners |
| ✓ Central electric split units    | ✓ Wood heating stoves           | ✓ Evap units            |

Ductwork repairs below are eligible:

- ✓ Plenums      ✓ Dampers      ✓ Leaks or breaks in ductwork      ✓ Up to \$500 eligible sharing

**Repair costs NOT eligible for sharing are: outside & underground plumbing; wiring, components, & accessories outside the unit or system; failures & damage from weather exposure; pest or pet damage; well pump and components for geothermal and/or water source heat pump; fuel storage tanks; portable units; fireplace, grain, pellet, or wood heating stoves; diagnostic testing that is legally required when replacing HVAC system; leak detection costs; system efficiency upgrade costs; refrigerant costs over \$20/lb; maintenance; lack of maintenance; evaporative cooler pads; evaporative cooled condensers; secondary drain pans; chillers; pre-coolers; costs over \$1500 for heating system; costs over \$500 for evaporator coils; costs over \$500 for furnace;**

## 4. Electrical

All parts and components for the following electrical repair costs are eligible for sharing:

- |                              |                               |                  |
|------------------------------|-------------------------------|------------------|
| ✓ Direct Current (DC) wiring | ✓ Fans (Vent, Exhaust, Attic) | ✓ Doorbells      |
| ✓ Smoke detectors            | ✓ Ceiling fans                | ✓ Central vacuum |

**Repair costs NOT eligible for sharing are: telephone wiring; face plates; circuit overload; security wiring, audio/visual, intercom, and alarm wiring & equipment; light fixtures; aluminum wiring; diagnostic costs over one (1) hour; removable hoses & accessories; access to or through floors, walls, & ceilings for diagnosis or repair; costs over \$1000; ceiling fan costs over \$200;**





# SHARING ELIGIBILITY (cont'd)

## 5. Plumbing

All parts and components for the following plumbing repair costs are eligible for sharing::

- |                                   |   |                       |
|-----------------------------------|---|-----------------------|
| ✓ Leaks in water, gas, vent pipes | ✓ Toilets, wax rings, & stoppages             | ✓ Water heaters       |
| ✓ Shower valves, heads, arms      | ✓ Hot/cold water dispenser                    | ✓ Hose bibs           |
| ✓ Main line stoppage              | ✓ Risers, gate valves & angle stops           | ✓ Pressure regulators |
| ✓ Sump pumps (ground water only)  | ✓ Expansion tanks                             | ✓ Faucets             |
| ✓ Sewage ejector pumps            | ✓ Drain line clearing (sink, bathtub, shower) | ✓ Tub diverter        |

**Repair costs NOT eligible for sharing are: fire suppression systems; mist systems; fixtures; septic system; sewage ejector pumps for septic system; stoppages and lines outside of home's foundation; any stoppages caused by roots or foreign objects; toilet lids and seats; sinks, bathtubs, showers, shower enclosures or base pans; jets; septic tanks; caulking or grouting; water filtration systems; hydro-jetting; holding and storage tanks; steam rooms and saunas; costs for cleanouts that are inaccessible, on the roof, or new installation of cleanouts; roof vent access; costs for gaining access; water heater holding and storage tanks; legally mandated costs; energy conservation units; water heater replacement costs over \$850; faucet costs over \$200; toilet costs over \$350;**

## 6. Appliances

All parts and components that impact the drying, washing, blowing, cooking, cooling, etc., of the following appliance repair costs are eligible for sharing:

- |                       |                        |                         |
|-----------------------|------------------------|-------------------------|
| ✓ Dishwashers         | ✓ Garbage disposals    | ✓ Oven/range/cooktops   |
| ✓ Built-in microwaves | ✓ Kitchen exhaust fans | ✓ Kitchen refrigerators |
| ✓ Clothes washers     | ✓ Clothes dryers       | ✓ Garage door openers   |

**Repair costs NOT eligible for sharing are: door and track assemblies; removable accessories; free standing freezers; wine chillers; appliance costs over \$1000;**

## 7. Minor Roof Leak Repairs

Repair costs for minor roof leaks are eligible for sharing under the occupied living space of the main dwelling, provided the leaks are the result of rain and normal wear and tear, leaks were watertight and in good condition as of the effective date of participation.

**Repair costs NOT eligible for sharing are: skylights; roof mounted systems; repairs unrelated to minor leaks; missing or broken shingles or tiles; roof replacements; any costs exceeding \$500;**

# SHARING ELIGIBILITY (cont'd)

## 8. Insurance Deductibles

Buyers going through real estate transactions are eligible to share their homeowners insurance deductible cost for property caused by flood, fire, or storm.\*

**Insurance deductible costs NOT eligible for sharing are: lost or stolen property; homeowners insurance deductible costs exceeding \$1000.**

*\* Available only through participating vendors in the Pro-Network.*

## 9. Pool/Spa Equipment

All parts and components of pool equipment repair costs are eligible for sharing:

- ✓ Above ground plumbing
- ✓ Above ground electrical
- ✓ Timers

- ✓ Pumps
- ✓ Filters

- ✓ Motors
- ✓ Heaters

**Repair costs NOT eligible for sharing are: access for repairs; lights; liners; jets; fountains, waterfalls and equipment; auxiliary pumps; pool covers; fill line/valves; cleaning equipment, ionizers, chlorinators, skimmers, pop-up heads, pool sweeps, and turbo valves; disposable filtration mediums; fuel storage tanks; heat pumps; salt water equipment\***

*\* Unless salt water cell option was added for additional suggested sharing amount.*

## 10. Well Pump

All parts and components for repairs of well pump (only) and utilized for the domestic main dwelling (only), are eligible for sharing except as noted below:

**Repair costs NOT eligible for sharing include: cost of locating pump; piping (above or below ground); cable or electrical lines from or to well pump; well casings; pressure switches; control boxes; capacitors/relays; tanks; booster pumps; re-drilling of wells; geothermal well pumps or water source heat pumps; costs of well pump over \$1500.**



# SHARING ELIGIBILITY (cont'd)

## 11. Septic System Pump

All parts and components for repairs of jet, aerobic, grinder or sewage ejector pump are eligible for sharing.\*

**Septic system repairs that are NOT eligible for sharing include: septic system pumping; broken-collapsed sewer lines; stoppage or damage due to roots; seepage pits; cost of locating; cesspool; chemical treatment; leach lines; tile fields; leach beds; lateral lines; mainline.**

*\* Eligible when added to RealSYSTEMS and RealCOMPLETE packages for home purchase for the first 12 mo's.*

## 12. Sprinkler System

All parts and components of sprinkler system repair costs are eligible for sharing.\*

- |                           |                   |            |
|---------------------------|-------------------|------------|
| ✓ Gate & shut-off valves  | ✓ Sprinkler heads | ✓ Timers   |
| ✓ Leaks and breaks in PVC | ✓ Bubbler heads   | ✓ Solenoid |
| ✓ Existing wiring         |                   |            |

**Repair costs NOT eligible for sharing are: pressure reducers; backflow prevention devices; adjustments or cleaning; hydraulic systems; timer batteries; damage due to roots, overgrowth, pet damage, and excavation; damage due to lawn or yard care equipment; full system replacement of underground plumbing; wiring, components, & accessories outside the timer system; failures & damage from weather exposure;**

*\* Existing wiring must be U.L. rated for underground use. Domestic use for residential landscape only.*

## 13. Soft Water Filtration System

All parts and components for repairs of water softener are eligible for sharing:

**Repair costs NOT eligible for sharing include: any and all treatment; odor control; leased or rented units; discharge drywells; purification, iron filtration components and systems; salt; replacement of filters; water filters; pre-filters; filter components; replacement membranes; resin bed replacement; water purification systems; RO filtrations systems; repair costs exceeding \$500.**



# SHARING DETAILS

## 1. Activation & Waiting Period

- a. Each participant must submit requested information, provide suggested share contributions as gifts, agree to everything contained within these guidelines, and be accepted into HRS. Participation is activated upon the date of the first sharing contribution and acceptance of these guidelines. Please refer to the waiting periods below:
  - i. There is **no waiting period** for **real estate transactions**.
  - ii. There is **no waiting period** for **existing homeowners** with **previous proof of home warranty coverage** prior to the expiration date.
  - iii. Otherwise, there is a **30 day waiting period** for **existing homeowners**.

## 2. Home Size

- a. Homes less than 5000 sqft are eligible for sharing.
- b. Homes greater than 5000 sqft will be considered on an individual basis and an appropriate suggested share contribution will be determined upon request.

## 3. Suggested Share Contribution

- a. To remain active, participants must contribute a share contribution of at least the amount suggested by HRS.
- b. The Suggested Share Contribution (SSC) is the monetary monthly or multiple months gift voluntarily given to share other families eligible home repair costs. SSC changes are based upon the amount of repair costs requested for sharing and the amount needed to administer the platform. Changes may be revised upward or downward as determined necessary by HRS. Notice of changes will be made to participants in a timely manner.
- c. Participants are assigned a specific need in which to share their monthly contributions on behalf of another participant. By submission of the SSC, participants instruct HRS to assign their contribution as prescribed in these guidelines, which set forth the conditions of eligibility. The participant accepts the guidelines as enforceable and binding within the platform for the assigning of contributions, and designates HRS as the final authority for the interpretation of these guidelines. If the SSC is not paid, then assigning of needs will be inactivated.
- d. Operational costs are set at a maximum of 20% of SSC. These funds will constitute all operating and administrative activities for HRS and shall not exceed 20% unless HRS deems it necessary to approve otherwise. 10% of SSC's may be directed for the referral program for marketing and sales, and the other 10% may be used for all other operational activities for HRS.
- e. In any given month, the total SSC may or may not meet the eligible repair costs submitted for sharing. If eligible submitted repair costs exceed the available SSC's to meet those needs, the following actions may be taken:
  - i. A delayed sharing of eligible needs may be initiated whereby the participants share a percentage (%) of eligible repair costs within that month and hold back the balance of those needs to be shared the following month.
  - ii. If SSC's are not adequate to meet the eligible needs submitted for sharing over a consecutive 90 day period, then the SSC may be increased temporarily or on an ongoing basis.

# SHARING DETAILS (cont'd)

## 4. Determining Sharing Eligibility

- a. The eligibility of repair costs for sharing may be determined before or after home repairs are performed. Preventative maintenance will assist in determining eligibility. The need for past information will be determined by the circumstances of the repair. If requests for info is refused, the repair costs cannot be shared.
- b. Sharing is for eligible repair costs on home systems and appliances that:
  - i. are located within the home's foundation
  - ii. are/were working properly on the effective date of the subscription.
  - iii. are/were unknown to occur prior to the effective date of subscription.
  - iv. have been properly cared for.
  - v. have failed and that affect the intended operation of the system. For example, a refrigerator keeps things cold, and components affecting the operation of keeping things cold can be shared.
  - vi. are within and inside the appliance, unit or system (and not outside).

## 5. Unshared Level

- a. Home repair costs must first exceed the unshared level (UL) of \$150. Eligible repair costs will commence after this level has been met for a recurring period of 12 months. All eligible repair costs that exceed the UL shall then be subject to the Program sharing limits.
- b. There may be an additional UL of \$150 for eligible costs associated with major component replacements at the discretion of HRS.

## 6. We Process Sharing

- a. HRS processes participants submitted repair info and supporting documentation for cost sharing eligibility, and may request additional information in order to make decisions of eligibility and reimbursement.
- b. Participants assign their suggested sharing contribution for other participants requesting an eligible need. Once verified, eligible requests are processed from participant's funds they have designated HRS to share.

## 7. Reimbursements

- a. Eligible repair costs are distributed and reimbursed into the participant's individual sharing account.

## 8. DirectPay to Pro

- a. If participant does not have money to pay repair costs upfront, they may request payment for repairs directly to contractor.

## 9. Pre-Existing Conditions

- a. Repair costs caused by pre-existing conditions prior to the effective date of subscription are not eligible for sharing. Repair costs may be subject to a review of past condition, including, but not limited to, request for home repair invoices, notes, service records, home inspection reports, or other relevant home repair history information. Failure to disclose past condition information when requested is a violation of our shared trust between participants and may be subject to suspension or termination of subscription.

# SHARING DETAILS (cont'd)

## 10. Verifying Repairs

- a. We protect participant funds from abuse and fraud. Participants agree to participate in the repair process to keep admin costs low, so that 80% is shared for repairs. Participants must provide the following:
  - i. Must submit eligible repair info within one week upon completion of repairs.
  - ii. Selfie pic in front of home with street number visible.
  - iii. Before pics of sticker plate, failed part or condition, and/or location that failure occurred, if applicable.
  - iv. After pics showing completed repairs, repaired parts, proving finished work.
  - v. Invoice with an itemized list of price/costs breakdown of materials and labor.
  - vi. Explanation of cause and diagnosis must be provided and listed clearly on the invoice, if applicable.
  - vii. Proof of payment.

## 11. Repairs Performed By

- a. Skilled Tradesmen
  - i. There is a range of what contractors will charge for services. Some are very fair and others can command extremely high prices. We suggest participants use the HRS Pro-Network to prevent incurring ineligible excessive costs. If using your own fair and trustworthy contractor, please be prudent and aware of pricing. Always ask for a referral from HRS, your church, and friends. Avoid large companies unless they are reasonable in their pricing.
- b. Handyman
  - i. Some states have defined what constitutes handyman activity and dollar limit restrictions. Participants are encouraged to understand those restrictions within the state they reside, when hiring a handyman. HRS encourages quality work by faithful handymen for fair and reasonable prices that do not violate applicable state and local laws.
- c. Participant
  - i. You have the right to perform repairs and submit receipts for parts and materials for eligible sharing. Repairs made improperly are not eligible for sharing if those actions create more burdens to the platform. Participants are encouraged to take care of their own homes, but should not engage in activity that they are unfamiliar.

## 12. Consequential Damage

- a. Repair costs resulting from consequential (or secondary) damage to property or systems are not eligible for sharing. For consequential damage to property, homeowner's insurance policy would be applicable.

## 13. Unnecessary Repairs

- a. Costs submitted for sharing that are not necessary, such as, elective upgrades, or repairs that do not affect the intended general function of the failed item are not eligible for sharing. HRS reserves the right to review costs submitted and decline to share costs deemed not necessary for the financial benefit of its participants.

# SHARING DETAILS (cont'd)

## 14. Gross Negligence

- a. Repair costs arising in which the participant has acted with gross negligence or with reckless disregard to financial integrity of the platform, as evidenced by home repair records and as determined by HRS are not eligible for sharing. Suspension or termination of subscription may occur if deemed necessary.

## 15. Workmanship

- a. Repair costs due to complications of professional workmanship or otherwise, incompetence or negligence are not eligible for sharing and is the responsibility of participant and previous parties.

## 16. Excessive Charges

- a. Contractors charging excessive rates of approximately 30% or more compared to other contractors can be deemed ineligible for sharing. HRS determines what should be eligible for sharing for the welfare and interest of its participants.

## 17. Upgrades

- a. Upgrades are elective to participants at their own expense and not eligible for sharing. Sharing will be limited to repairs of existing, similar quality, and capacity, of like equipment, and builders standard systems and appliances.

## 18. Replacement Tiers & Limits

- a. Home Buyers: Conditional upon a professional home inspection being performed and provided upon request.
  - i. Tier3 75% eligible sharing
- b. Existing homeowners with previous warranty coverage
  - i. Tier3 75% eligible sharing
- c. Existing homeowners with NO previous warranty coverage
  - i. Tier1 25% eligible sharing first 12 months
  - ii. Tier2 50% eligible sharing after 12 months
  - iii. Tier3 75% eligible sharing after 24 months
- d. **If repair costs exceed replacement cost**, then replacements are eligible for sharing. Eligibility is limited to the repair cost of component or part that failed. If replacement is required, participants are required to get two (2) to three (3) quotes. HVAC replacements could be limited to the cost of equipment, only if necessary, depending on sharing capacity.
- e. **If repair cost does NOT exceed replacement**, then participants can elect to replace system and the eligible sharing would be placed at the amount of the eligible repair cost.
- f. Refrigerant costs are limited to \$20 per lb. Beware of per/lb refrigerant pricing strategies.
- g. Storm damage, major roof problems that require major repairs or replacement, water main breaks inside/outside the home's foundation, and any other condition covered under home insurance must be handled thru homeowner's insurance before Fellowship sharing is eligible.

# SHARING DETAILS (cont'd)

## 19. Access

- a. All repairs must be accessible for eligible sharing of bills. Costs associated to gain access to affect repair or replacement are not shared.

## 20. Property Damage

- a. Sharing is not eligible for property damage.

## 21. Enacting Changes

- a. These guidelines may be amended as required by HRS and participants have access to the latest version at [HomeRepairShare.org](http://HomeRepairShare.org).



# APPEAL PROCESS

## 1. Neutral

- a. Home Repair Share™ serves Participants who share in the burdens of other Christians. HRS does not gain financially from decisions resulting from repair bills not Eligible for Sharing. HRS executes the desires of its Participants as detailed in these Guidelines.

## 2. Appeal Sharing

- a. Faith-based sharing does not lend itself well to the mentality of legally enforceable rights. However, a participant can appeal decisions with sharing that they disagree with. Prior to appealing, participants should carefully consider and pray regarding if they really think an error was made. There is a 60 day period from the date the decision was made to make a request for review by HRS. A participant can request an appeal if:
  - i. repair info was misread,
  - ii. the guidelines were not applied correctly,
  - iii. contractor incorrectly recorded repair info.
- b. If a participant disagrees with HRS after review, they have 30 days to request review by Participant Committee made up of other participants. Both HRS and participant will provide a written statement. A video conference will be held so the Participant Committee can ask questions of both parties. A straightforward majority vote (three out of five) will determine outcome.

## 3. Biblical Resolution

- a. As Christians, participants of HRS believe the bible provides our roadmap and vision for how to provide resolution and reconciliation with each other.
  - i. Matthew 18:15 implores us to deal with disputes privately (not in public)
  - ii. 1 Corinthians 6:1-8 instructs us to resolve disputes within our own Christian community and not the world's.
  - iii. 1 Corinthians 12:25-27 helps us remember that we should have no division and that we are all individual members of the body of Christ.
- b. Therefore, all parties mutually agree that any dispute that arises out of, or in relation to, this agreement or any aspect thereof, including claims under federal, state, and local statutory or common law, the law of contract or law of tort, that remain after the appeals process including whether it is determined the arbitration process is valid, then the matter shall be settled by biblically-based mediation in accordance with the Rules of Procedure for Christian Conciliation of the Institute for Christian Conciliation (ICC) found at [www.iccpeace.com/rules/](http://www.iccpeace.com/rules/). Each party will bear their own costs, attorney fees, and equally split mediator and filing fees.
- c. If matter is not resolved through mediation, then it will be sent to an independent and objective arbitrator for binding arbitration in accordance with the Rules of Procedure for ICC (above), Each party will bear their own costs, attorney fees, and 50% of the arbitrator and filing fees. The parties agree that the ICC shall pick the arbitrator.
- d. All parties agree that this appeal process shall be the final judgement for any dispute or claim arising out of this agreement, and they expressly waive their right to file a lawsuit against one another in any civil courts for such disputes, except to enforce a legally binding arbitration decision.

# LEGAL NOTICE

The following legal notice is an effort to ensure that Participants understand that Home Repair Share™ is not an insurance company or a home warranty service contract company, and that it does not guarantee payment of home repair costs. The role of HRS is to enable Participants to help other Participants through voluntary financial gifts. Home Repair Share™, the Program of Mustard Share Foundation, LLC is a cost-sharing entity that has a stated Participant funding distribution that allocates a minimum of 80% of Participant Suggested Share Contributions go to the eligible home repair costs of other Participants. Twenty percent of Participant funds go to total operational expenses to run Home Repair Share™. HRS contributions (as well as Health Care Sharing Ministries) are not considered by the IRS and current US tax code as tax deductible items, therefore, any contributions given are not tax deductible. The definition of the term in these guidelines “Participant” does not mean that application to a Subscription constitutes the legal definition of “Member”, or an owner of Mustard Share Foundation, LLC. A participant in these guidelines only refers to a Participant belonging to a group of other like-minded people that coalesce within biblical, moral and ethical bounds outside and exclusive to the legal entity formation of this limited liability entity.

**The organization facilitating the sharing of eligible home repair costs is not an insurance company, nor is it offered through an insurance company, and neither its Guidelines nor plan of operation constitute or create an insurance policy. In addition, HRS is not a home service contract company, nor is it offered through a home warranty company, and neither its Guidelines nor platform constitute or create a home warranty service contract. It does not guarantee, indemnify, protect or promise that your eligible home repair costs will be paid, reimbursed or assigned to others for payment. Whether anyone chooses to assist you with your home repair costs will be totally and completely voluntary because no other Participant will be compelled by law to contribute toward your home repair costs. As such, participation and subscription to any of its documents should never be considered to be insurance or a home service contract. HRS should never be considered as a substitute or replacement for an insurance policy or home service contract, and does not interfere in any way to those consumer products and does not prohibit its Participants to purchase insurance policies or home service contracts. Participation and subscription to any publication issued by the organization shall not be considered as enrollment in any home service contract or as a waiver of your responsibility to pay your home repair costs. Whether you receive any payments for home repair costs and whether or not this platform continues to operate, you are always liable for all costs on your home. You should review this organization’s Guidelines carefully to be sure you understand any limitations and responsibility of your participation.**

