



TOTAL ROOF WARRANTY SERVICE AGREEMENT

Agreement #: {WO-xxxxxxx}	Effective Date: {mm/dd/yy}
Customer Name: {First Last}	Renewal Date: {{mm/dd/yy}}
Address: {Street address} {City, State ,Zip}	Total Price Paid: \$ 329.00

COVERAGE OVERVIEW

DAMAGE CAUSED BY

- Normal wear and tear
- Missing or brokentiles or shingles
- Broken open pipes, vents, flashing, or valleys
- Failed underlayment

COVERED AREAS

- Above all living areas
- Including garages, eaves & overhangs
- Detached structures

INCLUDED SERVICES

- Roof Maintenance & Repairs
- Tile & Shingle replacement
- Flashing repair & replacement
- Roof debris cleaning
- Inspections & reporting upon request at no additional cost

EXCLUSIVE BENEFITS

- Roof Repairs at no additional cost
- Non-leak related roof repairs included
- Includes two leak repair calls per section, per year
- Earn 100% cash-credits
- Use cash-credits for sectional re-roofing
- Gutter cleaning discounts
- VIP Emergency Dispatching
- Priority “front-of-line” status
- Emergency Tarp Services
- Inspections & reporting upon request at no additional cost

QUESTIONS?

Text Us: 949-799-1032

Email: customercare@roofrx.com

Web: www.Roofrx.com

TERMS & CONDITIONS

TOTAL ROOF WARRANTY™ SERVICE AGREEMENT

Retain this document for proof of ownership. This is a contract for service. This is NOT a contract of insurance nor aguarantee that your roof will not leak and/or fail.

In this Total Roof Warranty Service Agreement (the “Agreement”), the terms “we”, “our”, “us”, and “Obligor” refer to Roof Rx Inc. The Obligor of this Agreement shall determine the ultimate condition of the entire Roof System covered by this agreement at the time of the initial inspection, The terms “you”, and “your” refer solely to the Owner of this Agreement and the Owner of the Covered Roof System. Obligations under this Agreement are backed solely by the full faith and credit of the Obligor.

TERM. The Term of this Agreement (“Term”) begins on the Activation Date, subject to Section 6, at Our sole discretion , and expires on the date set forth herein. Subject to the terms and conditions of this Agreement, and during the Term, we will directly provide service on your behalf and will cover the repair costs of normal ware- and-tear, including material and labor performed by our certified technicians, which we shall dispatch and designate as necessary, to maintain your entire roof system in accordance with manufacture’s specifications as to which you specifically purchased this Agreement to protect (“Covered Roof System”). This Service Agreement is not a guarantee that your roof will not leak and/or fail. Subject to Sections 5, 6, 7, and 8 of this agreement, we will effectuate repair service for Covered Roof System provided that : (i) Cause of failure(s) is not determined to be caused by any items specifically excluded (“Excluded Items”) as ser forth herein, (ii) failure(s) are within the roof area of the Covered Property, (iii) failure(s) are not caused by extreme Acts of Nature (iv) are not determined to be caused by unusual, accidental, or purposeful acts of any person(s) and/or thing(s), and (v) Cause of failure(s) are not determined to be caused by any items set forth under section 7 of this agreement.

COVERAGE. This Service Agreement entitles you to on-going maintenance to your Covered Roof System for repair services related to premature roof component failure(s) resulting from normal ware-and-tear at no additional cost to you. This agreement entitles you to two (2) leak repair service(s) per roof section, per agreement year. Roof “Sections” are defined as individual “roof facets”, which will be determined for you at Our initial inspection. In the event of three (3) or more leaks in any individual section, then a sectional re-roof will be required for continued coverage to the section. This agreement entitles you to a sectional re-roof credit equal to the total payments made by You to Us for the initial and all subsequent renewal years of this Service Agreement. Credit must be applied to services provided exclusively by Us and under no circumstances shall We “cash-out” and/or “pay-out” for coverage limits and/or for services provided by others as set forth herein.

Any roofing materials and service necessitated by Us which is subject to any manufacturer’s recall will be performed by us in accordance with the procedures dictated by such manufacturer’s recall. Materials used to repair out of warranty items may be new, refurbished, repaired, or non-original material(s), and, at our option, may be replaced with comparable material(s) at our discretion. Any manufacturer’s warranty period on the Covered System may run simultaneously with the Term (or any portion thereof), however at no time will the Total Price You paid for this Agreement include the scope of coverage set forth in such manufacturer’s warranty, as those warranties on the Covered System are separate and distinct from this Agreement.

THERE ARE CERTAIN LIMITATIONS TO COVERAGE UNDER THIS AGREEMENT WHICH ARE SET FORTH IN SECTIONS 5, 6, 7,8, and 9 HEREIN

- 1 **ELIGIBILITY FOR COVERAGE.** This Agreement does not cover pre-existing conditions. Your coverage is subject to an initial inspection performed by Our physical inspector and/or by Our licensed drone pilot. In the event that roof deficiencies are identified during Our initial inspection, We will give you options to remedy those deficiencies. For your Roof System to become eligible for this Service Agreement, you must elect to perform at least one of the options We provide you for eligibility of coverage. This agreement does not apply to Excluded Items subject to section 7 "Not Covered". We reserve the right to inspect the Roof System at any time to determine eligibility of new or continued coverage. Unless otherwise approved by us in writing, coverage shall be extended for repair(s) performed by Roof Rx Certified technicians only. Should any conflict of opinion, difference in diagnostic, and/or specification of repair and/or need for replacement arise between us and any other duly licensed, bona fide Roofing Contractor, then our opinion, diagnostic, repair, and/or replacement solution shall prevail.
- 2 **TRANSFERABILITY.** This Agreement is fully transferable to any subsequent owner of the Covered Roof System and shall remain subject to the terms and conditions of this Agreement in the event of any Transfer. Term shall be determined on a pro-rate basis and a \$125.00 transfer fee shall apply.
- 3 **RENEWALS.** This Agreement is renewable, provided We determine the eligibility of the Covered Roof System for another Contract Term. No Party is obligated to renew this Agreement beyond the expiration date. Prices may change upon renewal. You agree that you may be called or written to notify you of renewal options and/or upgrades to this Agreement.
- 4 **REQUESTS FOR SERVICE.** Service will be performed exclusively by Roof Rx and during normal business hours only. To request Service on your Covered Roof System please visit www.roofwarranty.com immediately upon Your discovery of a roof leak; your failure to do so may significantly impact your Eligibility of Coverage. You must request service from Us prior to the expiration date of Coverage as set forth on herein to receive equitable service under this Agreement. We will dispatch service to your Covered System upon receiving your service request (excluding weekends, holidays and/or during unsafe working conditions) or within a time which is mutually convenient. We will determine conditions constituting an Emergency, and we will make commercially reasonable efforts to expedite services; weather permitting. Under no circumstances will we dispatch service during Rain, Hail, Snow, High Wind conditions, or during any other Extreme Act of Nature. We reserve the right to dispatch only Roof Rx Certified technicians and we will not reimburse you for services performed by any other service provider without Our prior, written approval.
- 5 **UN-REPAIRABLE FAILURES.** If we determine that any material of your Covered System is un-repairable ("Non- Repairable Covered Material") and/or if you experience more than two (2) leaks per roof section, you will be entitled to Credit equal to the total amount of payments you have made to Us for the initial year of this Service Agreement and all subsequent renewal payments. You may apply the Credit towards the replacement of the section experiencing more than two (2) leaks (sectional re-roof); or Your credit maybe be used towards the replacement of your entire roof system ("complete re-roof"). In either event, the installation shall be performed exclusively by Roof Rx. You have 30 days from the date of authorization to select your option; if neither of the sectional or complete re-roof are chosen by you, then we may cancel this Agreement. Labor, material, and replacement item value shall be based solely on the replacement value of the irreparable Covered Material as determined by, approved by, serviced and installed exclusively by Roof Rx and/or Our designee. Additional Charges will apply if reconfiguration of your rooftop is required to accommodate replacement material(s). Technological advancements and replacement material availability may result in a lower retail value for the replacement of your original material. In all cases,

product comparability for replacement material will be determined by us at our sole discretion, and repair and/or replacement services shall be performed by Roof Rx, Inc.

6 SAFETY AND ACCESSIBILITY. In the event that Roof Rx determines that it cannot service your Covered Roof System due to poor accessibility, unsafe working conditions, and/or We determine that We cannot repair your Covered Roof System due to a unsafe working conditions and/or reasons beyond the scope of this Agreement, such as, but not limited to, code violations, improper installations, misuse, movement, or tampering of the Roof System in whole or in part, including structural or mechanical failures, defects, and/or changes that occurred during the Term of this Agreement, then Roof Rx shall not be required to proceed with the covered repair(s) until you remedy the applicable cause.

7 LIMITATIONS OF COVERAGE (that this Agreement DOES NOT COVER):

- a. Roof repairs and/or roof system installations not performed and/or not permitted by bona fide, licensed Roofing contractors, prior to the Date of Coverage.
- b. Excluded items as stated in this Agreement, including but not limited to components on and/or above the roof: balconies; tiles, planks, decks, roof-top decks, stairs, landings, walk-ways, railings, etc.; roof mounted appliances such as HVAC equipment, solar systems, satellite dishes, skylights, skylight domes, chimneys, chimney stacks, ballasts, etc.
- c. Damage to roof and/or leaks caused by conditions other than normal wear-and-tear, including, but not limited to all extreme Acts of Nature such as tornado, lightning, wind, rain, hail, fire, earthquake, etc.
- d. Leaks and/or failures occurring from improper previous repairs and/or installations, including such repairs or installations which could not be identified during Our initial visual inspection and/or which required deconstructive analysis in order to determine, including, but not limited to: improper and/or missing metal flashings, felt underlayment and/or decking material; State or local code violations; manufacturer warranty violations and/or installations inconsistent with manufacturer specifications and/or recommendations.
- e. Construction, Contractor, and/or Installation defects, improperly installed Valleys, exposed nail heads, leaks occurring from improperly installed roof-mounted installations, persons walking on roof, and/or appliance and/or other system installations performed by you or any other person after the Date of Coverage.
- f. Interior, Consequential and/or Secondary Damage to Non-roof specific items, including, but not limited to: interior damage of any kind, interior water intrusion or cost of mitigation, Mold remediation, damage to structural or personal items and other property damage; deck rot or repair of wood rot, fascia board replacement, wood trim, paint, paint matching; damage to accessories, attachments, non-functional parts, and/or any cosmetic item(s), solar systems, any roof mounted appliances, etc.
- g. Defects or leaks caused or associated with, but not limited to roof-mounted installations such as: planters, furnishings/decors, tiles, planks, decks, storage units, solar panels, air conditioners, skylights, roof vents, satellite dishes; accidental damage, abuse, misuse, vandalism, and/or theft.
- h. Required roof services resulting from any alterations or repairs not specifically authorized by Us to the Covered Roof System performed by You or a third party during the term of this Agreement term.
- i. Utility requirements, such as telephone, water, gas, electrical or other lines, drains, or ductwork connection to or from any roof mounted appliance. Upgrades and/or servicing of your rooftop beyond

normal maintenance, permits, or any additional expenses required to comply with manufacturer, state, local, or federal requirements or other regulations are your responsibility.

j. Any services otherwise covered under this Agreement if poor accessibility and/or unsafe working conditions exist.

8 CANCELLATION AND REFUNDS. You may cancel this Agreement at any time for any reason by mailing written notice of cancellation customercare@roofwarranty.com We may cancel this Agreement if you fail to make payment, make a material misrepresentation, or substantially breach your duties under this Agreement, or if we or any of our representatives determine that we cannot service your Covered System(s). We will notify you of any cancellation being made by us for the reasons set forth above in accordance with applicable law and the terms and conditions of this Agreement. If this Agreement is cancelled by you or by us within first 60 days of the Term we will refund 100% of the Total Price you paid for this Agreement. If this Agreement is cancelled thereafter, we will refund the Total Price allocable to the remainder of the Term of this Agreement prorated monthly. Any refund will be made in the same form as the original payment for this Agreement. If any service has been performed under this Agreement, including the initial inspection, then the regular retail price of that service will be deducted from your refund amount. The regular retail service charge shall be set as the list price as published by Roof Rx at the time-of-service provision.

9 RELEASE & LIMITATIONS OF LIABILITY. YOU AGREE TO HOLD US HARMLESS, INDEMNIFY US, AND PROVIDE ROOF RX, INC. WITH AN UNCONDITIONAL RELEASE OF LIABILITY AND UNDER NO CONDITIONS SHALL WE OR OUR AGENTS, CONTRACTORS, OR TECHNICIANS BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO: ANY INTERIOR OR EXTERIOR PROPERTY DAMAGE; LOSS OF TIME OR BUSINESS; MOLD, WATER INTRUSION, DAMAGE AND/OR MITIGATION; LOSS OF USE OF YOUR BUILDING, YOUR COVERED ROOF SYSTEM IN PART IN OR WHOLE; OR ANY OTHER DAMAGES RESULTING FROM THE FAILURE OF YOUR ROOF SYSTEM (IN WHOLE OR IN PART), AND/OR DELAYS IN SERVICING OR THE INABILITY TO SERVICE YOUR ROOF EXCEPT AS MAY OTHERWISE BE REQUIRED BY LAW.

UNDER NO CIRCUMSTANCES WHATSOEVER SHALL OUR OBLIGATIONS UNDER THIS SERVICE AGREEMENT TO YOU FOR MONETARY RECOVERY EXCEED THE TOTAL PRICE PAID FOR THE COVERED ROOF SYSTEM (IN WHOLE OR IN PART) UNDER THIS AGREEMENT.