



Home Roof Warranty

Service Plan Agreement

888.756.2999 972.767.3885 fax

LIMITED WARRANTY

Home Roof Warranty ("Company") uses service companies under their direction, to perform roofing and repairs. The Company, during the term of this Warranty and subject to the conditions hereof, warrants repairing, at Company's discretion, located at the Premises (covered property) to normal operational condition. This Warranty covers only the roof or roofs which are located on the premises and in normal operating condition on the first date of the term of this Warranty.

Term The term of this Warranty for roofs shall be one year or selected program which will commence upon payment in full therefore being received by Company and Company accepting the payment and issuing this Warranty. Company reserves the right to inspect the Premises before issuing this Warranty. The term of all the other warranties shall conclude one year or selected program after the date of issuance of the Warranty. The Warranty will NOT automatically renew at the end of the year period. Notice will be sent prior to renewal.

Service/ Fees Company guarantees a minimum response time of 48 hours on emergency service and 72 hours on non-emergency service. FAST, PRIORITY service on all routine service requests. (After payment of Warranty is received in full) \$60.00 fee per visit for each occurrence. Service fee(s) shall be charged for each occurrence, for items serviced, repaired under the home roof warranty. The trade call fee is due and payable at completion of the trade call. HRW will provide no additional service if a prior trade call fee is delinquent and could affect the cancellation of the home roof warranty. Repairs performed under this Warranty will be warranted for the remaining time frame of the warranty. Service fees are in addition to Warranty fees. HRW will repair leaks that occur on the roof of the structure covered by the Home Roof Warranty contract provided the leaks are a result of rain and or normal wear and deterioration. Roof repairs will be limited to \$5000.00 per occurrence. Under no circumstances will the dollar limitation be applied toward replacement.

Items Covered: Roof Leaks only – installation defects All composition roofs must maintain at least a 4/12 pitch for drainage and run-off per manufacturer specifications.

Roofs Not Covered: flat roofs, built up roofs, metal roofs, cedar shake roofs, slate roofs, and concrete roofs. Pre-existing roof leaks, leaks from adjoining decks or balconies, skylights, leaks caused by missing shingles, leaks from persons walking or standing on roof, patio enclosures, sun rooms. Aesthetic issues of any kind. Leaks caused by severe weather events, leaks caused by impact damage to the roof of any kind; leaks caused by abuse, neglect or lack of normal maintenance. **Other Items Not Covered:** damage resulting from or alterations or additions made to property or grounds and damage to any items as result of fire, flood, smoke, lightning, freeze, earthquake, theft, storms, accidents, war, riots, vandalism, improper installation, acts of God, power failure or surge, pest damage, neglect, misuse, abuse, improper use. HRW is not responsible for ANY interior damage from leaking roof (rotten wood, damaged sheetrock, electrical)

Limitations This Warranty applies only to a single family principal residence. This Warranty covers only matters of which the Company is advised during the term of the applicable Warranty, and does not cover conditions which existed prior to the issuance of this Warranty. Company is not responsible for matching color or brand, but will replace with like color only if currently available and item is considered beyond repair. Repairs are based on comparable efficiencies and builders standard makes and models. Company will not reimburse other vendors for service performed without prior approval. Company will not be liable for consequential damages to property or personal injury resulting from the failure of any component from Company's delay or failure to provide service due to conditions beyond Company's control such as, but not limited to, unavailability of materials or labor difficulties. It is the Covered Person's responsibility to provide access to Premises for repairs at reasonable times, unless emergency response is necessary. HRW shall take all necessary precautions to protect landscaping, fences and exterior structures in the repair process. The expense of repair of damage caused to gain access such as, but not limited to, interior access to attic; landscaping or concrete, fences from any repair made under this Warranty shall be the responsibility of the Covered Person.

Limits Of Liability The express warranties and agreements set forth in this Warranty are the only obligations of the Company to the Covered Persons under this Warranty. All other agreements, undertakings and warranties by the company, including but not limited to warranties of merchantability or fitness for a particular purpose are expressly excluded. This Warranty does not create, establish or confirm any obligations of Company to any person not designated as a Covered Person hereby. The maximum liability of the Company under this Warranty shall be \$5,000.00 per occurrence for the homeowner's contract for roof. Under no circumstance shall the company be held liable for any damage to the interior of the home; if the homeowner delays on informing the company of such service needed. It is the responsibility of the homeowner to inform HRW of a leak to insure that no damage will occur to the roof structure from deterioration from prolonged water damage.

Renewal And Transfer At Company's sole discretion and option, this Warranty may be renewed for additional warranty periods upon payment to HRW, the purchasers then effective renewal charge will apply for the extended warranty coverage. This Warranty may be assigned during its term to a subsequent purchaser of the Premises (a "Transferee Covered Person"), but after such assignment this Warranty will only cover the roof system which are transferred to the Transferee Covered Person as part of the sale. For an assignment of this Warranty to be effective, the Transferee Covered Person must, within 30 days of the closing of the sale of the Premises, notify the Company in writing of the sale and of the name and address of the Transferee Covered Person. An inspection of Premises is required for Warranty renewal.

Dispute Resolution This is not a contract of insurance. Disputes relating to this warranty may be handled through arbitration. Should the Company fail to pay a valid claim or fail to return unearned consideration in the event of cancellation within sixty (60) days after the proof of loss has been filed; the claiming party may make such claim through an arbitration claim. Forms for such claim will be provided on request.