

**ROOFPLEDGE PROTECTION PLAN**  
**TERMS AND CONDITIONS**

1. **General.** Customer's enrollment in the RoofPledge Protection Plan constitutes a binding agreement ("Plan") between Customer and **Roof Commander, Inc.** ("Contractor") for the timeframe specified on the enrollment form. The services and benefits provided under the Plan are identified under "Plan Details" on the enrollment form; certain limitations apply, as provided herein. As used herein, (a) the word "or" is not exclusive, (b) the word "including" is always without limitation, (c) "days" means calendar days, and (d) singular words include plural and vice versa.
2. **Annual 17-Point Roof Inspection.** Contractor will provide Customer with notice prior to commencing with any annual roof inspection. Within a reasonable time after each inspection, Contractor will notify Customer of conditions observed during the inspection. Upon Customer's request, Contractor will provide its recommended repairs (if any) and an estimate for Contractor's price to perform such work. Any repair work requested shall only be performed by Contractor upon the parties' execution of a separate agreement for such work. In the event Customer elects not to have recommended work performed, Contractor may, at Contractor's sole discretion, terminate the Plan if any such unperformed item could reasonably hinder Contractor's ability to efficiently or effectively provide future services under the terms of the Plan. Notice of any such termination shall be provided to Customer in writing.
3. **Annual Gutter Clearing and Debris Removal.** Such services shall take place during the annual inspection, and includes the removal of light debris from the roof (e.g., rocks, leaves, twigs, small branches, and the like) and up to 150 feet of gutter. Debris removal does not include large branches or other items that would require the use of additional tools or manpower to remove, nor shall Contractor be responsible for debris removal traditionally performed by an arborist.
4. **Annual Skylight Exterior Cleaning.** Such service shall take place during the annual inspection, and includes the exterior cleaning of up to two (2) skylights.
5. **Fix Nail Pops.** Such service shall take place during the annual inspection, and is intended for aesthetic purposes only.
6. **Priority Appointments/Scheduling.** As part of this Plan, Customer shall receive priority scheduling ahead of non-plan customers for general appointment requests, for re-roof scheduling purposes, and for emergency tarping/repair services. Priority scheduling is subject to availability at the time request is made. Although priority is provided to Customer, Contractor cannot guarantee its availability to perform repairs or other emergency services, which are services outside of the scope of the Plan services, and Customer agrees that Contractor shall not be held liable or responsible (and agrees to hold Contractor harmless) for any harm or damage incurred by Customer in the event of unavailability.
7. **Access.** Customer shall provide Contractor with adequate access to electricity and other utilities as needed, the work site, and the work area adjacent to the structure.
8. **Payment Terms.** Customer agrees to pay Contractor in accordance with the payment terms provided on the enrollment form. Payments received shall be applied first to interest on all outstanding invoices and then to the principal amount of the oldest outstanding invoices. **Customer agrees that any work requested or required outside the scope of this Agreement shall be at an additional charge and performed pursuant to a separate agreement only.** If Customer does not make payment, Contractor shall be entitled to recover from Customer all costs of collection incurred by Contractor, including attorney's fees, costs, and expenses incurred whether or not litigation is initiated. Collection matters may be processed through litigation or arbitration at Contractor's sole discretion. If Customer fails to pay Contractor, then Contractor may, at its sole discretion, suspend performance or otherwise terminate this agreement.
9. **Restrictions and Requirements.** Contractor shall carry worker's compensation, automobile liability, commercial general liability and any other insurance required by law. In the event that state, county, or municipal codes or regulations require work not expressly set forth in this agreement or that differs materially from that generally recognized as inherent in work of the character provided for in this agreement, all extra costs for Contractor's labor and materials shall be the sole obligation of the Customer. Prior to executing this agreement, Customer shall notify Contractor in writing of all property and deed restrictions and/or covenants that relate to this agreement. Contractor shall not be responsible for work performed that does not comply with or conform to the property restrictions or covenants. Customer shall pay Contractor for all work performed in violation of any covenant or restriction if Customer failed to notify Contractor in writing prior to executing this agreement. If at any time during the duration of this Agreement Customer permits any contractor or other person other than Contractor to perform construction services to Customer's roof, Contractor may, at Contractor's sole discretion, terminate this agreement if the foregoing could reasonably hinder Contractor's ability to efficiently or effectively provide future services under the terms of the Plan. Notice of such termination shall be provided in writing.
10. **Customer Protection of Property.** Customer shall be solely responsible for any damage to curbs, walkways, driveways, structures, septic tanks, HVAC, utility lines, pipes, gutters, landscaping, irrigation, appurtenances, or other real or personal property at the project location during all times Contractor is present on site. Contractor shall not be responsible for cracks of any kind in the ceiling due to the performance of Contractor's work on the property. Contractor shall not be responsible for any damage caused by dust or debris caused by Contractor's work. Contractor shall not be responsible for damage resulting from the failure of emergency tarps placed on the property. Customer agrees that under no circumstances shall Contractor be held liable for water intrusion, or any damage caused by same, in connection with or otherwise related to or arising out of Contractor's performance of the services under this Agreement. In the event any construction services are required by Contractor, Customer shall be responsible for removing, installing, and re-positioning satellite dish(es), solar panel(s), lightning rod(s), etc., as applicable. Customer shall be responsible for damage to lighting fixtures, mirrors, pictures, frames, and other such items not customarily permanently affixed, as these items can fall if not firmly attached to the wall or ceiling. Customer shall secure and protect all personal items in advance of construction and shall protect or remove all wall hangings until the work is complete. Contractor shall not be responsible for lost, stolen, or damaged personal items. Unless otherwise specified, there is no specific completion date for any of the services provided by Contractor under this Agreement. Where applicable, testing and abatement (and costs related thereto) of asbestos, lead, and/or other hazardous waste or materials is the sole responsibility of the Customer and Customer agrees to indemnify, defend, and hold Contractor harmless for claims related to same. As part of the roofing process, odors and emissions from roofing products will be released and noise will be generated. Customer shall be responsible for indoor air quality during the work and shall indemnify, defend, and hold Contractor harmless from any and all Claims arising out of or relating to fumes, odors, and/or the indoor air quality during Contractor's performance of the work.
11. **Disclaimer.** Customer expressly agrees that under no circumstances shall Contractor, by virtue of this agreement, be responsible for any defect or failure of Customer's roof, including any damage(s) resulting from such a defect and/or failure (e.g., water damage, etc.), and Customer agrees to hold Contractor harmless from all claims, disputes, rights, losses, damages, liabilities, causes or action or controversies, including attorney's fees, costs, and other expenses incurred ("Claims") related to or arising out of any defect or failure of Customer's roof, including, but not limited to, water intrusion or any damage resulting from or related to same. Furthermore, Customer acknowledges that Contractor may be providing Plan services to work that was previously damaged by weather, mold, water, termites, or other conditions ("Pre-Existing Conditions") unrelated to the services provided by Contractor. Accordingly, Contractor disclaims all liability for Claims pertaining to Pre-Existing Conditions, whether those Claims arise in law, equity, contract, warranty, tort, or federal or state statutory claims. Customer is solely liable and responsible for all damages, whether actual or consequential, arising out of or relating to Pre-Existing Conditions and agrees to indemnify and hold Contractor harmless for all Claims arising out of or related to same, except as otherwise expressly provided for herein. Contractor disclaims all liability for all Claims pertaining to or related to mildew, algae, fungus, mold, and/or other indoor air allergens ("Mold"), including Claims arising out of or relating to the detection, removal, disposal, or remediation of Mold, whether those Claims arise in law, equity, contract, warranty, tort, or federal or state statutory claims, and whether those Claims are based on the acts or omissions of Contractor or individuals or entities under Contractor's control. Except as expressly provided for herein, Customer is solely liable and responsible for all damages, whether actual or consequential, caused by Mold and incurred by Customer, Contractor or third parties, and agrees to indemnify, defend, and hold Contractor harmless from any and all Claims arising out of or relating to Mold.
12. **Damage Limitation.** In no event, whether based on contract, warranty (express or implied), tort, negligence, federal or state statute or otherwise arising from or relating to the services performed under the Plan, shall Contractor be liable for special, consequential, punitive, or indirect damages, including, without limitation, loss of use or loss of profits. Contractor and Customer agree to allocate certain of the risks so that, to the fullest extent permitted by law, Contractor's total aggregate liability to Customer is limited to the dollar amount of the Plan for any and all injuries, damages, claims, expenses or costs, including attorneys' fees, arising out of or relating to this agreement regardless of whether it is based in warranty, tort, contract, strict liability, negligence, errors, omissions, or from any other cause or causes. Customer waives any/all subrogation Claims or rights against Contractor to the extent such Claim is covered by insurance.
13. **Choice of Law, Venue and Attorney's Fees.** This Agreement shall be governed by the laws of the State of Florida. Venue of any proceeding arising out of this Agreement shall be **Lake County, Florida**. The non-prevailing party in any legal or equitable action arising out of or relating to this Agreement, whether before, during or after litigation, including without limitation arbitration, administrative, appellate and/or bankruptcy

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proceedings, shall reimburse the prevailing party on demand for all attorney's fees, costs, and expenses incurred by the prevailing party, including fees, costs, and expenses incurred in connection with the enforcement of any judgment, including, without limitation, litigation attributed to the determination of entitlement and the amount of fees to be awarded.

14. **Jury Trial Waiver.** In the event of litigation between the parties to this Agreement, the parties **KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF OR PERTAINING TO THE AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PERSON OR PARTY RELATED TO THIS AGREEMENT; THIS IRREVOCABLE WAIVER OF THE RIGHT TO A JURY TRIAL BEING A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT**
15. **Warranties.** Unless otherwise provided: **THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** All warranties/guarantees provided by Contractor, if any, shall be deemed null and void if Customer fails to strictly adhere to the payment terms contained in the agreement. All warranties and guarantees, if any, provided under the Plan are solely for the original Customer and are non-transferable, unless otherwise agreed to by Customer and Contractor in writing. Any express warranty provided, if any, by Contractor is the sole and exclusive remedy for alleged workmanship issues, in lieu of all other remedies, implied or statutory.
16. **Claims.** It is Customer's duty to notify Contractor in writing within **three (3) days** of the occurrence of any claim, defect or deficiency allegedly arising out of services provided by Contractor under the Plan ("Occurrence"). Failure of Customer to provide written notice of the Occurrence shall result in the Customer waiving all claims that may be brought against Contractor arising out of or relating to the Occurrence, including claims arising in law, equity, contract, warranty (express or implied), tort, negligence, or federal or state statutory claims.
17. **Construction and Interpretation.** Each provision herein shall be construed as if both parties mutually drafted this agreement. If a provision of this agreement (or the application of it) is held by a court or arbitrator to be invalid or unenforceable, that provision will be deemed separable from the remaining provisions, will be reformed/enforced to the extent that it is valid and enforceable, and will not affect the validity or interpretation of the other provisions or the application of that provision to a person or circumstance to which it is valid and enforceable. Headings are for convenience only and do not affect interpretation. This Agreement records the entire agreement of the parties and supersedes any previous or contemporaneous agreement, understanding, or representation, oral or written, by the parties. All documents/exhibits referred to in this Agreement are an integral part of the Agreement and are incorporated by reference. In the event of a conflict between the terms and conditions of this Plan and any term provided in a separate construction services agreement between Customer and Contractor for any repair/replacement services to be provided at the subject property, the terms and the conditions of the separate construction services agreement shall govern.