

KD ROOF SHIELD, LLC
Residential Roof Warranty Agreement
THIS IS NOT A CONTRACT OF INSURANCE

Office Use Only

Date of Acceptance: _____

Payment Method: _____

PROPERTY OWNER(S): _____

PROPERTY ADDRESS: _____

STREET CITY STATE ZIP
HOME PHONE: _____ CELL PHONE: _____ WORK PHONE: _____

EMAIL: _____ FAX: _____

SHINGLE TYPE: _____ COMPOSITE (ASPHALT) (\$360) APPROXIMATE ROOF AGE: _____ YEARS
_____ SHAKE (WOOD) (\$480)
_____ TILE (CLAY) (\$799)

COLOR AND BRAND OF SHINGLE (IF KNOWN): _____

TERMS, CONDITIONS AND LIMITATIONS

1.0 INTRODUCTION

1.1 Parties to Agreement. This Agreement is between the property owner(s) ("Homeowner") and KD Roof Shield, LLC ("Company"). This Agreement does not create, establish or confirm any obligation of Company to anyone other than Homeowner.

1.2 Scope of Coverage. During the term of this Agreement and subject to the following Terms, Conditions and Limitations, Company agrees to repair any roof component located at the covered property to normal operational condition. This Agreement covers only the roof and roof components which are located on the covered property and in normal condition as of the date of this Agreement. Detached structures are limited to garages and storage sheds.

1.3 Assignment of Services. Services under this Agreement are provided by Company and others under Company's direction.

1.4 Fee. Homeowner agrees to pay the costs shown on the Agreement for services described herein ("Agreement Fees") in a one- time annual payment to be issued by personal check or certified funds only.

2.0 TERM

2.1 Initial Term. The term of this Agreement shall be one year, commencing upon receipt of full payment from Homeowner and Company accepting the payment and issuing this Agreement. Company reserves the right to inspect the covered property before issuing this Agreement.

2.2 Renewal. This Agreement will automatically continue after the initial term unless cancelled by either the Homeowner or Company, but in no event shall this Agreement continue automatically if payment is not received prior to the renewal date. Following the initial term, Company may increase Agreement Fees with 30 days written notice. Company may refuse to renew this agreement at its discretion.

3.0 SERVICE CALLS

3.1 Covered Leaks. Company guarantees to repair up to three (3) covered leaks during the term of this Agreement. Leaks on detached structures count toward this total. There shall be no service fee to Customer for such repairs.

3.2 Additional Leaks. Additional repairs during the term of this Agreement shall be billed on a time-and-material basis.

4.0 COVERAGE EXCLUSIONS

4.1 Low Slope Roofs. This Agreement does not apply to any roof or roof section with a slope of 12/2 or less.

4.2 Existing Conditions. Company shall not be responsible for repairing any roof leak or other condition that existed on or before the date of this Agreement.

4.3 Acts of Nature. Company shall not be responsible for repairing any roof leak caused by hail, falling trees or tree limbs, or other act of nature. This exclusion shall not extend to normal wear and tear due to exposure to the elements over time.

4.4 Masonry Chimneys. Company shall not be responsible for repairing any leak due to masonry chimneys.

4.5 Skylights. Company shall not be responsible for repairing or replacing any skylight. Company shall not be responsible for any leaks caused by skylights, with the exception of leaks caused by skylight flashing. Skylights that require specific flashing kits may be subject to additional charge.

4.6 Siding, Windows and Dormers. Company shall not be responsible for leaks caused by insufficient or damaged siding, windows or dormers.

4.7 Interior or Structural Damage. Company shall not be responsible for any damage to the interior or structure of the covered property or detached structures resulting from any roof leak.

4.8 Painting of Step Flashing. Company shall not be responsible for any additional painting to install step flashing.

4.9 Damage Caused by Others. Company shall not be responsible for repairing leaks caused by individuals or companies other than Homeowner.

4.10 Systemic Damage. Company shall not be responsible for repairing leaks of any roof that, in the sole and exclusive discretion of Company, is in need of full replacement.

4.11 Mobile Homes. This Agreement applies only to single family residences and does not cover mobile homes.

5.0 OTHER LIMITATIONS

5.1 Color and Brand Match. Company will attempt to match the existing material. Homeowner agrees that Company will not be responsible for unmatched materials due to lack of availability of replacement materials or fading of existing materials.

5.2 Reimbursement of Other Vendors. Company will not reimburse other vendors for services performed without prior approval.

5.3 Repair Size Limitations. Company shall not be responsible for replacing or repairing property or materials damaged or destroyed due to any roof leak, other than repairing the source of the leak itself. Material replacement shall be limited to 100 square feet per leak. Materials and labor in excess of 100 square feet will be billed on a time and material basis.

5.4 Guttering. Company will replace up to 50 linear feet of guttering and downspouts that are the cause of a covered leak. Replacement of additional guttering or downspouts will be billed on a time and material basis.

5.5 Other Damages. Company shall not be liable for actual, incidental, or consequential damages arising out of its performance or claimed nonperformance under this Agreement, including but not limited to damage to property or for personal injury or death. No limitation or exclusion herein is intended to or shall be construed as waiving or limiting any of Homeowner's right under Kansas consumer law.

5.6 Applicable Codes. Company is not responsible for code violations or design limitations. Company will upgrade to code at Homeowner's expense, but such upgrades are not covered by this Agreement.

5.7 Access to Covered Property. It is Homeowner's responsibility to provide access required to make repairs. The expense incurred to gain access or the expense of repair of damage necessary in order to gain access and damage to finished areas resulting from any repair made under this Agreement shall be the responsibility of the Homeowner.

7.0 TRANSFER

Homeowner may assign this Agreement during its term to a purchaser of the covered property (a "Transferee Homeowner"). For such an assignment to be effective, the Transferee Homeowner must, within 30 days of the closing of the sale of the covered property, notify the Company in writing of the sale and of the name and address of the Transferee Homeowner. The Company reserves the right to inspect the covered property before renewing or transferring this Agreement.

8.0 TERMINATION AND CANCELLATION

8.1 Cancellation before Renewal. The initial term of this Agreement is 12 months. Following initial term, this Agreement may be cancelled by the Homeowner or Company with 30 days written notice.

8.2 Company's Right to Cancel. Company may cancel this Agreement at any time if: 1) Homeowner makes any material misrepresentation regarding any fact or circumstance relating to the covered property; 2) the covered property is determined unsafe and the conditions are not corrected within 30 days of notification in writing by Company; or 3) upon initial visit, the roof is determined to be beyond repair, in which case Homeowner will receive a full refund.

9.0 ENTIRE AGREEMENT

This Agreement is the entire agreement between the parties, No oral representation applies. This Agreement is not effective until payment is received in full or upon date of the execution of a Monthly Payment Plan.

I HAVE READ AND ACCEPT THIS ENTIRE RESIDENTIAL ROOF WARRANTY AGREEMENT, INCLUDING ALL TERMS, CONDITIONS AND LIMITATIONS AS STATED HEREIN. I AM AWARE OF NO CURRENT LEAKS IN THE ROOF FOR THE PROPERLY LISTED ABOVE, AND I AGREE THAT KD ROOF SHIELD IS NOT RESPONSIBLE FOR REPAIRING ANY LEAKS THAT EXISTED AT OR BEFORE THE DATE OF MY SIGNATURE. I FURTHER AGREE THAT KD ROOF SHIELD'S RESPONSIBILITY UNDER THIS AGREEMENT IS TO REPAIR ANY LEAKS THAT MAY OCCUR DURING THE PERIOD OF THIS AGREEMENT, AND DOES NOT INCLUDE REPAIRING OR REPLACING DAMAGED AND/OR DESTROYED PROPERTY OR BUILDING MATERIALS THAT MAY RESULT FROM SUCH ROOF LEAKS.

Property Owner: _____

Date: _____

Property Owner: _____

Date: _____