

Residential Limited Warranty

Owner:
Address:
Warranty Begins:

City:

State:

Invoice:
Zip:
Warranty Expires:

Restoration Doctors, LLC hereby warrants, subject to the terms and conditions set forth herein, that for the period outlined above, Restoration Doctors, LLC, at no cost to Owner, will repair the roofing system (Roof) installed by Restoration Doctors, LLC at the above referenced property and which, solely as a result of defects in workmanship as provided by Restoration Doctors, LLC on the roof, leaks water.

This warranty (hereinafter known as "Warranty") is made under and subject to the following terms and conditions:

- (a) This Warranty applies only to a Roof installed by Restoration Doctors, LLC at the above referenced property.
- (b) In order to obtain performance of any Warranty obligation, the Owner must first notify Restoration Doctors, LLC of any repairs required under this Warranty. Notice may be given orally, however, in order to pursue any claim that Restoration Doctors, LLC has not honored this warranty, written notification of a leak must be provided to Restoration Doctors, LLC within one (1) business day of leak first being noticed.
- (c) Any inspection, repairs or investigation of any leak on the Roof will be performed by a representative of Restoration Doctors, LLC as soon as is reasonably practical upon written notification.
- (d) No alterations, modifications, repairs, improvements or additions to the Roof after completion of installation by Restoration Doctors, LLC shall be performed until approved by Restoration Doctors, LLC in writing. With written approval, Restoration Doctors, LLC shall have the right to submit a recommendation to Owner for any revised roofing installation, including roofing or flashing materials, that in the sole professional judgment of Restoration Doctors, LLC, are required to accommodate the proposed alterations, modifications, repairs, improvements or additions. Failure of Owner to adhere to recommendations made by Restoration Doctors, LLC will result, without notice, in automatic, immediate and permanent cancellation of Warranty.
- (e) Repairs, alterations, modifications or improvements made to Roof by anyone other than a representative of Restoration Doctors, LLC without written approval from Restoration Doctors, LLC, will result, without notice, in automatic, immediate and permanent cancellation of Warranty.
- (f) Restoration Doctors, LLC is not, and will not, be responsible for leaks caused to Roof by any of the following acting individually or in concert: (1) lightning, gale, hurricane, tornado, hail, windstorm, ice damming or other phenomena of the elements; (2) structural elements of the building, including cracking, movement, settlement, deflection, deterioration and decomposition of the roof deck, walls or foundations; (3) inadequate drainage, slope or other conditions beyond the control of Restoration Doctors, LLC which cause ponding or standing water on Roof; (4) parapet walls, copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the roofing work unless leak is caused by faulty installation of such accessories by Restoration Doctors, LLC; (5) abuse, misuse, accident or negligence by any person other than a representative of Restoration Doctors, LLC; (6) improper or inadequate maintenance, including failure to maintain caulking, sealants or to contract for debris removal; (7) intrusion or damage caused by vermin including, but not limited to, squirrels, raccoons, rats, birds, bats, termites and ants; (8) design defects; (9) construction defects caused by other contractors or subcontractors; and (10) abuse by any third party.
- (g) Some ponding or standing water on Roof is acceptable by state building codes, and any such ponding or standing water does not itself trigger obligations under this Warranty. Moreover, because ponding or standing water are caused by factors such as inadequate drainage, deflections and insufficient slope that are beyond the control of contractor, Restoration Doctors, LLC shall not be responsible for ponding or standing water on the Roof.
- (h) This warranty may be reissued to a subsequent purchaser of the property for the remainder of the term following an inspection by a representative of Restoration Doctors, LLC. No warranty shall extend beyond the warranty period. This Warranty shall accrue only to the benefit of the named Owner herein, and it shall not accrue to the benefit of any other party without written consent from Restoration Doctors, LLC. This Warranty is transferrable one (1) time to a subsequent purchaser of the named Owner herein. Upon approval, Restoration Doctors, LLC will issue a letter of transfer.
- (i) Owner hereby expressly agrees, and acknowledges, that any remedy to a defect in the materials utilized in the installation of the Roof by Restoration Doctors, LLC shall be directed to the product manufacturer and product manufacturer warranty.
- (j) Warranty does not cover caulking materials and sealants as these are considered maintenance items.
- (k) Restoration Doctors, LLC shall not be, and is not liable for any incidental or consequential damages arising out of the work warranted in the Warranty. This limitation on damages includes, but is not limited to, loss of profits or damage to the building, its contents or the roof deck, fascia and rafters; personal injury or other loss or damages caused by or arising out of mold claims; claims or damages for mold remediation; punitive damages arising out of any claim.
- (l) Any damage claim that survives the limitation on damages shall be capped at Twenty Five Thousand Dollars (\$25,000.00).
- (m) The parties hereto expressly agree that Warranty does not create a cause of action against Restoration Doctors, LLC in favor of Owner, or subsequent owner.
- (n) Any dispute arising out of Warranty shall be mediated first, and then arbitrated by binding, non-reviewable arbitration, both pursuant to the then in force American Arbitration Association Rules for the Construction Industry. The parties hereby expressly waive their right to resolve disputes through the court system and waive their rights to a trial by jury.
- (o) During the term of Warranty, the sole obligation due Owner from Restoration Doctors, LLC is to make repairs to leaks. The Warranty, the Agreement and the Insurance Summary Report/Estimate constitute the entire Contract between Restoration Doctors, LLC and Owner. No other representations, either oral or written, pertaining to the work performed by Restoration Doctors, LLC have been made; and if made, reliance thereon are expressly waived by the parties. Restoration Doctors, LLC shall have no obligation with respect to Roof upon expiration of the warranty period set forth above.
- (p) In the event Owner reports a leak, and subsequent investigation reveals that leak was caused by something other than item covered by Warranty, Owner shall be responsible for the cost of investigation. Should Owner authorize Restoration Doctors, LLC to complete repair work, Owner accepts responsibility for the cost of said repairs.

This Warranty provides Owner with specific legal rights. Owner also has other legal rights under Federal and State Law.

Owner Signature

Date

Restoration Doctors, LLC

Date