

Roof Guard™ - Loss Guard™ Homeowner Agreement

Roof Guard™ - Loss Guard™ Homeowner Agreement – Sample Agreement

ROOF GUARD – LOSS GUARD PROTECTION AGREEMENT

This Roof Guard – Loss Guard Protection Program Agreement (the “Agreement”) is entered into this _____ day of _____, 2025, by and between U.S Construction Services, Inc. a Missouri general business corporation (“USCS”), and _____ (“Homeowner”), (collectively sometimes referred to as the “Parties”), with respect to the following facts, terms, and conditions.

RECITALS

Whereas, USCS is engaged in the business of providing commercial and residential roof construction services within the continental United States (the “U.S. Roofing Industry”); and

Whereas, USCS possesses licenses to perform commercial and residential roof construction services in all States other than California and New York; and

Whereas, USCS offers various monitoring, inspection, consulting, and storm reporting services to residential Homeowners under the Roof Guard Roof Protection Program (“Roof Guard”); and

Whereas, USCS offers Loss Guard, a program designed to reduce the applicable insurance policy deductible associated with roof damage to zero (\$0), to residential Homeowners in those States in which USCS does business; and

Whereas, USCS has obtained a policy of insurance to provide coverage that insures one hundred percent (100%) of USCS’s obligation related to the roof coverage protection USCS is offering to the residential Homeowners through Loss Guard; and

Whereas, USCS is desirous of providing Homeowner with the services and loss protection described in its Roof Guard and Loss Guard programs; and

Whereas, Homeowner recognizes that he/she/they will derive significant and valuable benefit from the monitoring, inspection, consulting, and storm reporting services offered in the Roof Guard program; and

Whereas, Homeowner recognizes that he/she/they will derive significant and valuable benefit from the \$0 deductible protection offered in the Loss Guard program; and

Whereas, Homeowner is the named insured in a standard homeowner's insurance policy that is in force as of the date of this Agreement (the "Primary Policy"); and

Whereas, the Primary Policy sets forth a deductible provision that requires the Homeowner to solely cover all costs and expenses associated with the restoration or reconstruction of the Homeowner's roof for damage caused by hail, up to the amount of \$_____, which is based on a percentage of the insured value of the Homeowner's residence (the "Roof Claim Deductible"); and

Whereas, Homeowner is desirous of reducing the Roof Claim Deductible to zero (\$0); and

Whereas, Homeowner is desirous of purchasing Roof Guard and Loss Guard from USCS.

AGREEMENT

Now Therefore, USCS and Homeowner hereby agree to be bound by the following terms and conditions, effective as of the date this Agreement is executed by the Parties (the "Effective Date").

1. ROOF GUARD SERVICES. Breach

A. Scope of Services. USCS will furnish the following services to the Homeowner as set forth below:

- USCS will perform one (1) inspection of Homeowner's roof, annually, upon request. The scope of the inspection will include the exterior roof cover, all penetration flashings, drip edge, gutter edging, gutters, downspouts, metal architectural roof features, and valleys.
- USCS will provide Homeowner with a written condition report following the inspection described above, together with an estimate of cost associated with the repair of any defect identified during the inspection process.
- USCS will provide Homeowner with storm data regarding the Homeowner's zip code where hail has been reported, thereby indicating that the Homeowner's residence may have been impacted.
- USCS will inspect Homeowner's roof for damage following any storm where hail has been reported in Homeowner's zip code. Post storm inspection shall include an examination of the roof substructure to determine whether there is damage below or under the roof cover layer.
- USCS will provide emergency tarp services as needed, to prevent and or limit the damage of water penetration into the residence.

- USCS will assist Homeowner in submitting a roof replacement or repair claim under the Primary Policy and, will meet with the Adjuster assigned to the Homeowner's roof damage claim to develop and implement a roof repair/replacement plan.
- USCS will timely perform the roof repair/replacement services agreed upon by the Insurer with respect to the Primary Policy.

B. Roof Guard Annual Fee. USCS has determined the Roof Guard annual fee is \$_____, based on its analysis of the following factors as of the date of its inspection: (i) Roof Composition & Type; (ii) Roof Condition; (iii) Roof Pitch, Metal Attachments, & Flashing; and (iv) Geographic location of subject roof structure (the "Roof Guard Fee Calculation"). The Roof Guard Annual Fee shall be due and payable upon execution of this Agreement, unless otherwise agreed to mutually by the Parties.

C. Payment of the Roof Guard Annual Fee. Homeowner shall transmit full payment of the Roof Guard Fee to USCS upon execution of this Agreement.

2. LOSS GUARD PROTECTION.

A. Roof Guard Customer Requirement. The Homeowner hereby acknowledges that he/she/they have been advised that as a condition precedent to eligibility to participate in the Loss Guard Protection plan, the Homeowner must be an existing Roof Guard customer at the time the application to purchase Loss Guard is submitted, or, must be submitting an application to purchase both Roof Guard and Loss Guard as a new customer. The homeowner hereby represents that it is eligible to participate in the Loss Guard Protection plan.

B. Homeowner's Insurance Requirement. At all times during the term of this Agreement, Homeowner shall maintain a standard Homeowner's policy of insurance that will include coverage for roof damage related to hail, rain, ice, and other natural occurrences (the "Roof Covered Perils").

C. Loss Guard Annual Fee. USCS has determined the Loss Guard annual fee based on its review of the Homeowner's insurance policy – specifically, the (i) insured value of the home; and (ii) the deductible amount related to Roof Covered Perils (the "Deductible"), (collectively, the "Loss Guard Fee Calculation"). The Loss Guard Annual Fee shall be equal to ____ (____%) of the Deductible and shall be due and payable upon execution of this Agreement, unless otherwise agreed to mutually by the Parties.

D. Loss Guard Term. This Agreement shall extend for a period of twelve (12) consecutive months commencing on the Effective Date, (the "Term").

E. Loss Guard Fee – Deductible Based. The Parties acknowledge and agree that the Loss Guard Annual Fee is based on the amount of the deductible related to the Roof Covered Perils (the "Deductible") set forth in the Homeowner's Primary Policy. Therefore, the Parties acknowledge and agree that in the event that the Deductible is adjusted (increased or decreased) during the term of this Agreement, the Homeowner shall provide USCS with notification of such adjustment together with a copy of the revised Primary Policy (the "Deductible Adjustment Notice") within three (3) business days from the Homeowner's receipt of notice of such adjustment, as described in the Homeowner's policy of insurance.

F. Loss Guard Fee – Adjustment & Cancellation During Term. The Parties acknowledge and agree that in the event that the Deductible is adjusted (increased or decreased) during the term of this Agreement, the Homeowner shall provide USCS with notification of such adjustment together with a copy of the revised Primary Policy (the “Deductible Adjustment Notice”) within three (3) business days of Homeowner’s receipt of notice of such adjustment as described in the Homeowner’s policy of insurance. USCS may in its absolute discretion, adjust the annual Loss Guard Fee upon receipt of the Deductible Adjustment Notice as of the effective date of the revised Deductible, prorated through the remainder of the Term. The Parties acknowledge and agree that such adjustment in the Loss Guard Fee shall be based on the Loss Guard Fee Calculation. In the event that the Homeowner’s policy of insurance is cancelled during the Term, USCS, in its sole discretion, may terminate this Agreement and retain up to one hundred percent (100%) of the Loss Guard Fee.

G. USCS Service Performance Requirement. The Homeowner’s \$0 deductible protection is conditioned upon USCS performing the roof repair, restoration, and/or reconstruction services agreed to by the Primary Policy Insurer (the “Scope of Work”). It is understood by the Parties that Homeowner may, in its sole discretion, elect to engage another roofing contractor to perform the Scope of Work, or, to not repair, restore, and/or reconstruct the roof at all (collectively, “Alternate Claims Resolution”). Homeowner expressly acknowledges that in the event that he/she/they engage in Alternate Claims Resolution with respect to a specific roof damage claim during the term of this Agreement, USCS shall have no obligation to perform any work whatsoever with respect to that specific roof damage claim and shall have no obligation to return all or any portion of the Loss Guard Fee with respect to the same. The Parties further agree that Homeowner’s decision to pursue Alternate Claims Resolution with respect to any one roof related claim accepted by the Primary Policy Insurer (“Qualified Claim”) and is not deemed to be an irrevocable election and is therefore, not binding upon the Homeowner with respect to future such claims. However, in the event that Homeowner elects to settle the claim with his/her/their Primary Policy Insurer without repairing, restoring, or reconstructing the roof, a subsequent claim for roof damage may be rejected or denied by the Primary Policy Insurer, thereby relieving USCS’s obligation to perform as set forth in Section E herein.

H. Multiple Homeowner Claims During Term. USCS will perform any roof restoration and/or reconstruction services agreed upon by the Insurer with respect to the Primary Policy, at \$0 deductible cost to Homeowner during the term of this Agreement (the “Qualified Claim”). It is expressly understood by the Parties that the Homeowner may have multiple Qualified Claims during the term of this Agreement and that in each such case, USCS agrees to perform the restoration and/or reconstruction services at \$0 deductible cost to Homeowner.

I. Excluded Damage & Expenses. Loss Guard protection shall not cover the cost of repair, restoration, or reconstruction of the Homeowner’s roof, in the following instances:

- i. Where Primary Policy Insurer denies the Homeowner’s roof damage claim; or
- ii. Where Primary Policy has lapsed or terminated as of the date of loss; or
- iii. Where Primary Policy is voided due to Homeowner’s fraud; or
- iv. Where Primary Policy wholly excludes ANY coverage for roof damage; or
- v. Where Homeowner has failed to fully pay USCS the fee for Loss Guard as agreed to by the Parties; or
- vi. Where Homeowner has refused to cooperate with USCS in the claims process with the Primary Policy Insurer; or

- vii. Any roof repair, restoration, or reconstruction unrelated to the Homeowner's roof hail damage claim.

3. USCS PERFORMANCE STANDARD.

- A. USCS Indemnifying Insurance Coverage. USCS shall maintain a policy of insurance during the term of this Agreement that covers and indemnifies USCS for 100% of the cost and expense associated with performance of the obligations that it has to the Homeowner under Loss Guard.
- B. USCS Labor Standard. All labor and work performed by USCS with respect to both Roof Guard and Loss Guard related to roof inspection, repair, restoration, reconstruction, and construction services performed by USCS on behalf of the Homeowner shall comply with the applicable building and construction standards associated with such projects in the geographic market in which the Homeowner's residence is located.
- C. USCS Material Standard. All roofing and construction materials used in connection with the roof repair, restoration, reconstruction, and construction services performed by USCS on behalf of the Homeowner shall be commercial grade, or the equivalent. USCS shall under no circumstance employ the use of substandard materials, such as manufacturer's seconds, blemished materials, used products or materials, damaged materials (minor shipping scrapes excepted), or materials manufactured by any manufacturer not certified or licensed to produce and/or sell such materials in the United States.
- D. Building Permits. USCS will obtain all applicable building and/or construction permits as may be required to perform all roof repair, restoration, reconstruction, and construction services performed by USCS on behalf of the Homeowner.
- E. Applicable General Liability Insurance. USCS will provide the Homeowner with proof of its general liability and applicable worker's compensation insurance upon commencement of any work performed by it, or its subcontractors on the project.

4. WARRANTY.

All work performed by USCS with regard to both Roof Guard and Loss Guard shall be warranted by USCS to be free from defect for the longer of (a) five years from the date the work was performed, or, (b) the warranty period mandated by the State or local building code provisions in force at the time the work is performed.

5. BREACH & DEFAULT.

A. USCS's Breach & Default. If an event described in this Section 5A occurs, the Homeowner shall be entitled to recover 100% of the Loss Guard Fee, in addition to the recovery of any other expenses or damages available under law.

- i. USCS refuses to accept liability for a Qualified Claim.

- ii. USCS fails to undertake performance of the repair, restoration, or reconstruction services within a commercial practical period of time following notice of a Qualified Claim.
- iii. USCS wrongly cancels this Agreement.

B. Homeowner's Breach & Default. If an event described in this Section 5B occurs, USCS shall be entitled to cancel this Agreement and any obligation that it may have to perform any service set forth herein on behalf of the Homeowner, in addition to the recovery of any other expenses or damages available under law.

- i. Homeowner fails to timely remit the agreed upon payment of the Loss Guard Fee.
- ii. The Primary Policy is canceled or lapses during the term of this Agreement.
- iii. Homeowner sells or assigns its ownership of the residence during the term of this Agreement.

6. GENERAL PROVISIONS

A. Amendments. Except as otherwise provided in this Agreement, no provision of this Agreement may be amended, modified or waived except by a written agreement signed by both parties.

B. Notices. All notices and other communications required or permitted under this Agreement shall be in writing and given by personal delivery, telecopy (confirmed by a mailed copy), Email or first-class mail, postage prepaid, sent to the addresses set forth herein.

C. Section Headings. The section headings contained in this Agreement are for convenient reference only and shall not in any way affect the meaning or interpretation of this Agreement.

D. Counterparts/Facsimile Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument. The signatures to this Agreement may be evidenced by facsimile copies reflecting the party's signature hereto, and any such facsimile copy shall be sufficient to evidence the signature of such party as if it were an original signature.

E. Entire Agreement; Binding Effect. This Agreement, including all schedules, exhibits and attachments thereto, sets forth the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein, and supersedes all prior agreements, promises, covenants, arrangements, communications, representations, or warranties, whether oral or written, by any officer, partner, employee, or representative of any party hereto. This Agreement shall be binding upon and shall inure only to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended to confer or shall be deemed to confer upon any persons or entities not parties to this Agreement, any rights, or remedies under or by reason of this Agreement.

F. Dispute Resolution. All disputes arising under or in connection with the Agreement will initially be referred to the senior executives of each party. The senior executives will use their best efforts to resolve the dispute informally and amicably. If, after negotiating for thirty (30) days (or for some longer period if the parties agree), no resolution of the dispute is reached by the senior

executives, the parties will submit the dispute to binding arbitration in the Greater Kansas City Area pursuant to the Commercial Arbitration Rules of the American Arbitration Association (“AAA”).

G. Dispute Resolution; Jury Trial Waiver.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

Any dispute arising directly or indirectly from this Fee Agreement, in connection thereto, or any services performed thereunder which the parties are unable to amicably resolve, shall be submitted to binding arbitration before a single arbitrator in Kansas City, Missouri. The arbitration hearing shall be held virtually and shall be administered by the American Arbitration Association pursuant to its Consumer Rules. Homeowner and USCS shall share equally in the costs of the arbitration, unless the arbitrator enters a ruling otherwise reallocating the Parties’ division of those costs. Judgment on any arbitral award may be entered in any court of competent jurisdiction. This clause shall not preclude Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction located in Jackson County, Missouri. Homeowner and USCS agree that Missouri law applies in the determination and adjudication of the Parties’ rights, responsibilities, and obligations in any such dispute. Homeowner may wish to consult an attorney to evaluate the arbitration requirement in this contract. An arbitration proceeding is a way to resolve a dispute without use of the court system. By entering into this Agreement that requires arbitration as the way to resolve certain disputes, Homeowner waives the right to go to court to resolve those disputes by a judge or jury. HOMEOWNER WAIVES ANY RIGHT TO A JURY TRIAL. These are important rights that should not be given up without careful consideration and consultation with an attorney about these rights.

H. Jurisdiction/Venue; Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri (irrespective of its choice of law principles). The parties hereby agree that any suit to enforce any provision of this Agreement or arising out of or based upon this Agreement or the business relationship between the parties hereto shall be brought in federal or state court in Missouri. Each party hereby agrees that such courts shall have exclusive personal jurisdiction and venue with respect to such party, and each party hereby submits to the exclusive personal jurisdiction and venue of such courts.

7. NOTIFICATIONS.

- A. Notification of USCS. For purposes of this Agreement, Homeowner shall transmit all written notifications required hereunder to USCS/In Care of Richard F. Lombardo, Shafer Lombardo Shurin, 2001 Wyandotte Street, Kansas City, Missouri 64108.
- B. Notification of Homeowner. For purposes of this Agreement, USCS shall transmit all written notifications required hereunder to Homeowner at the following physical address:_____.
- C. Applicable Date of Notification. All notices required in accordance with this Agreement between the Parties shall be deemed to be transmitted as of the date and time that the Notice is mailed via Regular, U.S. Mail.

In Witness Whereof, the Parties have expressed their agreement with the terms and conditions set forth herein on the date appearing next to their respective signatures set forth below.

“USCS”

US Construction Services, Inc.

By _____ Dated _____
Authorized Representative

“Homeowner”

_____ Dated _____
Name of Homeowner