

ROOF GUARD PROTECTION AGREEMENT

This Roof Guard Protection Program Agreement (the “Agreement”) is entered into this _____ day of _____, 2025 (the “Effective Date”), by and between U.S Construction Services, Inc. a Missouri general business corporation (“USCS”), and _____ (“Property Owner”), (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 commercial and residential property owners (“Property Owner[s]”) under the Roof Guard Roof Protection Program (“Roof Guard”); and

Whereas, Property Owner represents that the subject building structure is presently insured against loss via a property and casualty policy of insurance that includes coverage for roof damage caused by hail (the “Insurance Policy”); and

Whereas, USCS is desirous of providing Property Owner with the services and loss protection described in its Roof Guard program; and

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

Whereas, Property Owner is desirous of purchasing the Roof Guard program from USCS.

AGREEMENT

Now Therefore, USCS and Property Owner 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").

8. ROOF GUARD SERVICES.

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

- USCS will perform one (1) inspection of Property Owner'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 Property Owner 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 Property Owner with storm data regarding the Property Owner's zip code where hail has been reported, thereby indicating that the Property Owner's building[s] may have been impacted.
- USCS will inspect Property Owner's roof for damage following any storm where hail has been reported in Property Owner'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 building.
- USCS will assist Property Owner in submitting a roof replacement or repair claim under the Primary Policy and, will meet with the Adjuster assigned to the Property Owner'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 of \$_____, 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. Property Owner shall transmit full payment of the Roof Guard Fee to USCS upon execution of this Agreement, or, in accordance with alternate terms mutually agreed to in writing by the Parties and described more fully in herein, if applicable.

9. USCS PERFORMANCE STANDARD

A. 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 Property Owner shall comply with the applicable building and construction standards associated with such projects in the geographic market in which the Property Owner's building is located.

B. 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 Property Owner 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.

C. 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 Property Owner.

D. Applicable General Liability Insurance. USCS will provide the Property Owner 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.

10. BREACH & DEFAULT

A. USCS's Breach & Default. If an event described in this Section 3A occurs, the Property Owner shall be entitled to recover the Roof Guard Fee prorated for the balance of the period remaining under the Term, in addition to the recovery of any other expenses or damages available under law.

- iv. USCS refuses to perform an inspection of the roof within ten (10) business days from the date of Property Owner's request.
- v. USCS wrongly cancels this Agreement.

B. Property Owner's Breach & Default. If an event described in this Section 3B 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 Property Owner, in addition to the recovery of any other expenses or damages available under law.

iv. Property Owner fails to remit payment of the Roof Guard Fee.

v. Property Owner sells or assigns its ownership of the building during the term of this Agreement.

11. 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.

12. NOTIFICATIONS.

A. Notification of USCS. For purposes of this Agreement, Property Owner 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 Property Owner. For purposes of this Agreement, USCS shall transmit all written notifications required hereunder to Property Owner 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

“Property Owner”

Name of Property Owner

Dated _____