



## Terms & Conditions

### Workmanship Guarantee

**New Installation & Complete Replacement:** The workmanship is guaranteed for **10 years**. The workmanship guarantee covers Roof Solutions, Inc. workmanship or installation errors for 10 years from the date of installation. The guarantee is transferable to the next owner. Should the product fail due to workmanship within 10 years, Roof Solutions will fix it.... absolutely free.

**Repair & Maintenance Work:** The workmanship is guaranteed for **1 year**. Should the work fail within 1 year, we will revisit, at no additional cost, to re-inspect the work and complete additional repairs within the original scope. If the issue is beyond the original scope and a replacement or additional work is required, Roof Solutions may credit a portion of the amount paid or billed for the original scope of work.

**How to Report a Claim:** Contact the office by phone at 301-565-2600 or [clientservices@roofsolution.com](mailto:clientservices@roofsolution.com) within 3 days of discovery of a defect. Roof Solutions will respond the same or next business day to schedule a technician for a site visit. If no defect covered by this guarantee is found, customer agrees to pay a workmanship inspection fee of \$199 within 30 days of invoice.

**What is Not Covered:** Damage resulting from; trees, high wind, ice dams, discoloration/algae, failure to maintain the roof/gutters and any interior/exterior damage that may occur due to any type of failure, are not covered in the Workmanship Guarantee.

**Roof Covering:** Any material (i.e. decks, pavers, green roof, planters) or hvac equipment that impedes investigation or repair of the roof must be removed at the owner's expense, prior to the inspection and/or repair.

### Product Warranty

**Product Warranty:** Customer is eligible for all manufacturer warranties as noted in the contract. If the manufacturer requires registration of the product warranty, it is the responsibility of the customer to register the warranty. The product warranty is transferrable as stated by the manufacturer.

**How to Report a Claim:** Follow the product warranty to report any claim regarding product failure.

### General Terms

**Cancellation:** You may cancel this agreement within 5 business days (7 business days if buyer is 65 or over) by calling the Roof Solutions office on 301-565-2600, stating that you do not want the services, and receiving a cancellation code. If you cancel, in the cancellation period, any deposits will be returned.

**Payments:** Customer agrees to pay the full cost of all approved work, upon substantial completion, unless noted on the contract. A late charge of 1.5% per month will be applied toward any past due amount. A fee of 3% will apply to all credit card payments unless noted on the contract.

**Disputes:** In the unlikely event of any disagreement, the laws established by the State of Maryland govern the contract. Any claim should be brought exclusively in State or County Court in Montgomery County Maryland. Customer agrees to reimburse Roof Solutions for all costs incurred, but not limited to, attorney's fees, expert fees, and court costs, if Roof Solutions is the substantially prevailing party in any dispute.

**Mold Exclusion:** Roof Solutions has no expertise experience regarding mold. Roof Solutions or anyone directly or indirectly associated with Roof Solutions shall not be held responsible for any damage/injury resulting from mold, prior to or any work.

**Unforeseen Conditions:** If additional work is found during the work process, the customer will be notified. If the cost is not specified in the contract, the work will be billed at a time and material rate of \$125 per man hour, plus the cost of materials.

**Debris:** We will protect the exterior of the building and ground from debris as best as possible. Debris can fall into attics during the work process. Please let us know if you have special landscaping to be aware of, or would like us to cover items in your attic.

**Vibration:** Working may cause plaster or drywall blemishes and may cause interior items to fall. Damage from vibration is beyond our control. We recommend turning off alarms systems. Roof Solutions cannot be held responsible for such instances.

**Satellites:** When replacing roofing or working around satellite dishes, movement can occur, and realignment may be needed. This is beyond the contractor's control and Roof Solutions cannot be held responsible.

**HVAC Equipment:** When replacing roofing under or around HVAC equipment, we will move the units, as necessary, without disconnection. If disconnection is needed, a licensed technician is required and additional charges may apply.

**Material Curing:** Materials and sealants may omit a slight odor or bubbles, due to off gassing. The odor will typically dissipate within a few days. **Bubbles** can take two weeks to smooth out. Neither of these will affect performance or warranty.

**Ponding Water:** Unless specifically noted, we do not guarantee against ponding water. Per NRCA, "the criterion for judging proper slope for drainage is that there be no ponding water on the roof 48 hours after a rain during conditions conducive to drying."

### Permits

**Permit:** Permits may be required for the contracted work. If a permit is required, it is the responsibility of the building owner to secure the permit, unless written authorization is given to Roof Solutions to obtain the permit.

**Washington DC:** A permit IS NOT required for most roofing and gutter work. See [DCRA Permit Page](#)<sup>1</sup>. A permit IS required if the property is in a historic district. See [Historic District Map](#)<sup>2</sup>

- o The permit cost is typically 3% of the total project cost.
- o The general purpose of the permit is for DCRA to review if any changes are visible from the street.
- o No site inspections or verifications of work in progress or completed are made by any agency (ie, DCRA, HPRB, CFA, OGB).

**Maryland:** A permit IS NOT required for most roofing and gutter work. A permit MAY be required if the property is located in, a historic district or designated historic, a Homeowners Association, Prince Georges County & wood replacement is required. Check your local association, historic district or jurisdiction for requirements.

**Virginia:** A permit IS NOT required for most roofing and gutter work. A permit MAY be required if the property is located in, a historic district or designated historic, a Homeowners Association, City of Alexandria or City of Fairfax may require a permit. Check your local association, historic district or jurisdiction for requirements.

**Authorization to Obtain a Permit:** I \_\_\_\_\_, own/manage \_\_\_\_\_ and authorize Roof Solutions to submit for a building permit on my behalf. I understand the fee will be \$250 plus the permit cost that is typically 3% of the contract cost. \_\_\_\_\_<sup>1</sup><https://dcra.dc.gov/node/1408621> <sup>2</sup><https://propertyquest.dc.gov/>

signature & date