

## **Terms & Conditions (TERMS OF USE + SERVICE TERMS)**

**Design Roof Services LLC** (“DRS,” “we,” “us,” “our”)

**Website:** [www.designroofservicessllc.com](http://www.designroofservicessllc.com)

**Effective Date:** February 14, 2026

### **1. Acceptance of These Terms**

By accessing or using our website, requesting information, requesting an estimate, scheduling services, purchasing services, or communicating with us (including by phone, email, or text message), you agree to these Terms & Conditions (“Terms”). If you do not agree, do not use the website or our services.

### **2. Services; No Professional Advice**

We provide roofing and related services. Information on this website is for general informational purposes only and is not engineering, legal, or other professional advice. Project requirements vary by property, conditions, and applicable codes.

### **3. Estimates, Proposals, Scope of Work**

Any estimate, proposal, or pricing is based on visible conditions and information available at the time. Roofing work can involve hidden or unforeseen conditions (including but not limited to decking deterioration, moisture intrusion, structural issues, prior installation defects, code upgrades, or material availability). If conditions differ from what was assumed, the scope and price may change through a revised proposal or change order.

Final scope, pricing, timeline, and warranty terms are governed by the written proposal/contract/work order you accept, not by general website statements.

### **4. Scheduling, Weather, Delays, Rescheduling**

Scheduling depends on weather, permitting, inspections, material lead times, and crew availability. Dates are estimates unless expressly guaranteed in writing. We may reschedule due to safety conditions or events outside our control.

### **5. Customer Responsibilities**

You agree to:

- Provide accurate contact and property information
- Provide safe access to the work area and disclose known hazards (e.g., power lines, fragile areas, pets, locked gates)
- Obtain HOA/landlord approvals if needed

- Secure valuables and remove/move vehicles or items as reasonably requested for safe access

## **6. Payments; QuickBooks Online (QBO) Payment Links**

We may invoice and accept payments through **QuickBooks Online (QBO)** via payment links delivered by email and/or text. Payment processing is handled by Intuit/QuickBooks and its payment processors under their own terms and privacy practices. We may receive payment confirmation details (such as paid/unpaid status, amount, and date/time).

Any deposits, progress payments, late fees, cancellation fees, refunds, or other payment terms (if applicable) will be stated in the written proposal/contract/work order.

## **7. Warranties**

Any workmanship warranty and its duration/coverage are defined in the written proposal/contract/work order. Manufacturer warranties (if applicable) are provided by the manufacturer and are subject to the manufacturer's terms and conditions. Except as expressly stated in writing, we disclaim all other warranties to the fullest extent permitted by law.

## **8. Website Content; Intellectual Property**

All website content (text, images, logos, graphics, and design) is owned by or licensed to Design Roof Services LLC and is protected by intellectual property laws. You may not copy, reproduce, distribute, or create derivative works without our prior written permission.

## **9. Prohibited Use**

You agree not to:

- Use the website for unlawful purposes
- Attempt to gain unauthorized access to the website or systems
- Introduce malware, scrape data, or interfere with site operations
- Misrepresent your identity or submit false information

## **10. Text Messaging (SMS) Terms**

### **10.1. Consent to Receive Text Messages**

By **texting us at any of our phone numbers** or by **providing your phone number** to us (including through our website forms), you consent to receive text messages from **Design Roof Services LLC**.

Text messages may include **service/transactional** communications such as: scheduling, confirmations, reminders, estimates, proposal follow-ups, project updates, customer support, and billing questions.

If you **separately opt in** to marketing, we may also send **marketing/promotional** messages such as offers and seasonal reminders.

## **10.2. Disclosures**

- **Message frequency varies**
- **Message and data rates may apply**
- Reply **STOP** to opt out at any time
- Reply **HELP** for help
- Carriers are not liable for delayed or undelivered messages
- **Consent is not a condition of purchase**

## **11. Third-Party Links and Services**

Our website may include links to third-party websites or services (including payment links). We do not control and are not responsible for third-party content, privacy practices, or terms.

## **12. Disclaimers**

THE WEBSITE AND ITS CONTENT ARE PROVIDED “AS IS” AND “AS AVAILABLE.” WE MAKE NO WARRANTIES THAT THE WEBSITE WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF HARMFUL COMPONENTS.

## **13. Limitation of Liability**

To the fullest extent permitted by law, Design Roof Services LLC will not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or related to your use of the website or communications. If liability is found, our total liability will not exceed the amount you paid us for the specific service giving rise to the claim, unless otherwise required by law.

## **14. Indemnification**

You agree to indemnify and hold harmless Design Roof Services LLC from any claims, damages, liabilities, costs, or expenses (including reasonable attorneys’ fees) arising from your misuse of the website, your violation of these Terms, or your breach of any agreement with us.

## **15. Governing Law; Venue**

These Terms are governed by the laws of the **State of New Mexico** (without regard to conflict-of-law rules). Venue for disputes will be in **Eddy County, New Mexico**, unless otherwise required by law.

## **16. Changes to These Terms**

We may update these Terms at any time. Updates will be posted on this page with a new effective date. Continued use of the website or services after changes means you accept the updated Terms.

## **17. Contact Us**

**Design Roof Services LLC**

423 W. Greene St., Carlsbad, NM 88220

(575) 689-5220

[info@designroofservicessllc.com](mailto:info@designroofservicessllc.com)