



TARRANT HOME WARRANTY

1900 Handley Ederville Rd.
Fort Worth, TX 76118
(P) 817-554-2106
www.tarranthws.com
info@tarranthws.com

TARRANT HOME WARRANTY SERVICES

PRE-PAID DEDUCTIBLE PROGRAM AND LIFETIME ROOF WARRANTY CONTRACT

1. Important Note

This is a contract between You, the undersigned homeowner, and Tarrant Home Warranty Services ("THWS") for the repairs and/or replacement of your current roofing system. This contract only covers those items specifically mentioned in this contract and excludes all other items.

2. Coverage Time and Renewal

- a. Coverage begins as listed below on the Contract Effective Date if payment is received by THWS on or before the Contract Effective Date and continues for the time specified for the program you purchased.
- b. Payment is due on or before the Contract Effective Date and must be received by THWS prior to coverage beginning.
- c. You must report upon discovery any defects, malfunctions, raised or missing shingles or flashing and leaks to THWS during the term of this contract.
- d. The pre -paid deductible coverage begins on the first day of coverage.

3. What Your Plan Covers

- a. Your roof warranty plan covers the roof and any leaks that are not directly caused by storm damage, such as wind or hail damage, tree or tree limb falls, chimney falls or flying debris damage. Any storm should be covered by your home insurance policy. In the event that the wind and/or hail damage is sufficient to warrant a full roof replacement, THWS will advise you to call your insurance company and the roof replacement will be handled by the Pre-Paid Deductible portion of your policy. The amount paid as your pre-paid deductible will be applied to your deductible and a THWS approved contractor(s) will complete all the work outlined in your insurance company's estimate.
- b. INTERIOR DAMAGE NOT COVERED – Roofs leaks will be repaired and includes replacing any damaged or rotted decking subject to the limitations outlined in this contract. Interior damage, including floors, walls, ceilings, and any contents of the home are not covered by this warranty.
- c. THWS reserves the right to inspect your roof with proper notice to the homeowner. If THWS determines that the roof needs full replacement due to wind/hail damage, homeowner will be notified in writing that homeowner must file insurance claim within 30 days of notification. Homeowner may ask THWS for help in filing claim at no cost. If homeowner does not file claim within 30 days of notification, THWS reserves the right to cancel the warranty and if so, homeowner will lose pre-paid deductible. Within 30 days of initial notification, homeowner may request a 30-day extension which will be granted only one time. Homeowner is also required to notify THWS when the insurance adjuster will be present for inspection. If insurance company does not agree that roof needs to be replaced at this time, THWS reserves the right to request the homeowner to request a second inspection and/or invoke the appraisal process with the insurance company. If all options with insurance company have been exhausted and an umpire at the end of the appraisal process determines that the roof does not have enough wind or hail damage to be replaced, THWS will replace the roof with no cost to the homeowner; the prepaid deductible will be applied to the cost of the roof



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- replacement and THWS will pay the remaining cost of the roof replacement.
- d. Pre-paid deductible credit is only available when THWS approved roofing company performs insurance covered damage. Customer does not have the option to apply credit to their choice of contractor. THWS will stand behind THWS approved contractor and will certify lifetime warranty only when approved THWS contractor performs insurance covered damage.
 - e. While THWS will want to replace a totaled roof as soon as possible, in the event of a catastrophic storm, THWS may have to make temporary repairs to prevent leaks and reserves the right to take up to one year to replace the roof. THWS also reserves the right to supplement for any temporary repairs to your insurance company in the event of a full replacement when temporary repairs are needed.
 - f. Warranty does not, in any way, guarantee that the roof is insurable. Every insurance company has different criteria to determine whether a roof is insurable or not and THWS does not imply or represent that a roof is insurable.
 - g. If the customer changes their policy to a higher deductible, THWS will apply the pre-paid deductible amount paid to THWS towards the higher deductible and customer will be responsible for the difference in increase in the deductible. If the customer changes to a lower deductible, THWS will refund the difference or allow the customer to upgrade. If the customer changes their policy to an ACV policy, THWS will apply the amount paid towards the total replacement cost of the insurance claim. Customer is responsible for the non-recoverable depreciation.
 - h. Pre-paid deductible credit is only available when THWS approved roofing company performs insurance covered damage. Customer does not have the option to apply credit to their choice of contractor. THWS will stand behind THWS approved contractor and will certify lifetime warranty only when approved THWS contractor performs insurance covered damage. If customer chooses to replace their roof with a non-approved THWS roofer, the pre-paid deductible is forfeited, and the contract is terminated.
 - i. Lifetime warranty means the 80% of the lifetime defined by your shingle manufacturer. For example, a 30-year laminate shingle would be covered by THWS one dollar warranty until the roof is 24 years old. After the 24 years, although the roof will not be covered for leaks, the amount paid towards the deductible can still be applied to an insurance claim or applied to a cash replacement contract with THWS. Cash replacement price will be determined by an independent licensed insurance adjuster using current at that time Xactimate pricing.

4. When You Have a Problem

- a) Verify that the problem is covered under your plan. If you have questions about whether an item is covered, please call THWS at (817-554-2106) or email us at claims@tarranthws.com.
- b) Notify THWS as soon as the problem is discovered.
- c) THWS will take your information and schedule a time for a technician to come to your house once the \$100 service call fee is received.
- d) THWS technician will verify whether roof issue is covered under your plan. If the problem is covered, we will process the claim and begin repairs.
- e) Under normal circumstances, THWS technician will begin work on your covered problem within 48 hours of your call.



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- f) If a THWS repair fails within one year from the date of the repair, THWS will send a technician to repair the failure and you will not be charged an additional service charge for that repair.

5. LIMITATIONS AND EXCLUSIONS

This contract will cover pre-existing roof leaks if the initial 60 days after purchase date has passed, and the condition meets all other limitations and exclusions outlined in the contract. Interior damage due to pre-existing roof leaks are not covered.

Unless otherwise stated in this contract, the following limitations and exclusions apply to your plan:

- a. This Contract does not cover routine maintenance and cleaning. Homeowner is responsible to make sure roof is free and clear of debris that may cause roof to leak. Leaks caused by leaves and other debris causing a dam effect leak are not covered.
- b. Gutters and downspouts are not covered under the roof warranty and repair program but may be covered by insurance under the pre-paid deductible program.
- c. Cosmetic defects that do not affect the functionality of the roof are not covered. THWS reserves the right to determine what is cosmetic damage and what is damage that need to be repaired to prevent a leak.
- d. Tree rub damage is not covered.
- e. Normal wear and tear that does not cause a leak is not covered.
- f. Leaks or damage caused by people, pests, or pets are not covered.
- g. Leaks or damage caused by falling tree limbs are not covered.
- h. Leaks or damage caused by missing or damaged siding or brick are not covered.
- i. Leaks or damage caused by animals chewing, tearing, or otherwise damaging the integrity of the roof or roofing components are not covered.
- j. While leaks due to roof flashing around a chimney may be covered, if there is water getting in behind the chimney flashing due to damage to the chimney bricks, mortar, chimney cap, chimney flue, siding, hardy board, etc., the leak is not covered.
- k. Any damages that result in a loss of use due to a leak are not covered.
- l. Repairs or replacements required as a result of fire, flood, smoke, lightning, freeze, earthquake, storms, theft, accidents, war, riots, vandalism, acts of God, damage from pests, or misuse are not covered by this Contract.
- m. THWS is not responsible for any corrections, repairs, replacements, upgrades, inspections, or other additional costs to comply with federal, state, or local laws, utility regulations, zoning or building codes.
- n. THWS will not pay any costs relating to permits, haul away fees, construction, carpentry, or relocation of equipment.
- o. Although THWS will attempt to match dimensions, color or brand of replacement products including shingles and components on any repair, THWS is not required to do so when such shingle type or color is no longer available.
- p. THWS will not affect service involving hazardous or toxic materials, including asbestos or any other contaminants. THWS is not responsible for any claim arising out of any pathogenic organisms regardless of any event of cause that contributed in any sequence to damage or injury. Pathogenic organisms mean any bacteria, yeasts, virus, fungi, mold or their spores, mycotoxins, or other metabolic products.
- q. THWS is not responsible for repairs or replacement for items covered under an existing manufacturers, distributors, or in-home warranty.



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- r. Manufacturer defects on shingles are not covered, but THWS can help file a warranty claim if THWS determines the shingles indeed have a defect caused by the manufacturer.
- s. Unless otherwise more narrowly limited, and not withstanding any other provision in this Contract, THWS total liability, including its affiliates, and their stockholders, directors, officers, employees, members, insurers, subcontractors, vendors and agents (collectively referred to in this section as "THWS") to You, Your affiliates, insurers, and any third parties referred to below (collectively referred to in this section as "Owner") shall be limited to actual damages not to exceed the contract price paid for the pre-paid deductible program, and other fees paid by Owner to THWS. This limitation of liability applies to all liability arising from THWS activities and obligations related to the Contract, and any separate agreement with a third party to perform services for Owner's benefit at the site of the work hereunder, including but not limited to duty arising in contract, warranty, statute, and tort (WHETHER SUCH OCCURRENCE ARISES OUT OF THWS SOLE OR CONCURRENT NEGLIGENCE OR BREACH OF ANY STANDARD OF STRICT LIABILITY). This limitation will survive the Contract. Owner represents that it is (i) the sole owner of the work, the land constituting the site of the Owner's home where THWS work will be performed, and any property stored thereon (collectively "Property"), or (ii) authorized to bind and does bind (or will bind prior to the occurrence of any loss or damage thereto) all persons or entities currently having, or acquiring in the future any legal or equitable interest in the Property, to the indemnities, releases and limitations of liability set forth in this Contract. If Owner fails to bind to this limitation any third party having, or hereafter acquiring, any interest in Owner's property, Owner agrees to indemnify, defend, and hold THWS harmless from and against such liability to the extent that it would cause THWS total liability to exceed the limit of liability stated above.

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Customer Initials

- t. THWS shall have no liability to Owner for any loss, cost or expense resulting from loss of or damage to property, or any secondary or consequential loss or damage, or personal damages or bodily injury of any kind. Owner waives all rights of recovery that it may have now or in the future and shall likewise require each insurer of Owner's property to waive all subrogation rights against THWS for any such loss, cost, or expense.

6. Transfer of Contract

- a. This plan is transferrable to a new owner of the covered property. In the event you sell your covered property during the term of this Contract, please notify THWS of the change in ownership. Transfer Fee will cost \$100 to be paid by either party, owner/seller, within the transfer as agreed upon by said parties. The transfer is subject to the following: good standing with THWS which includes current payments or paid in full status. The contract will maintain all previous claims as the warranty is on the home for the contracted term.

7. Cancellation

- a. This Contract may be cancelled by THWS for the following reasons: (a) Nonpayment of Contract Fees or other breach of this contract by the customer; (b) fraud or misrepresentation by the customer and/or customer representative of facts material to THWS's issuance of this contract; or (c) a change in laws or regulations that has a material effect on the business of THWS or THWS's ability to fulfill its obligations under this contract.
- b. This Contract is noncancelable by you unless by mutual agreement between you and THWS.



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8. Your Duties

You are responsible for:

- a) Maintaining a full replacement policy with a 1% wind and hail deductible.
- b) Promptly reporting any roof leaks to THWS immediately upon discovery.
- c) Filing a claim with your home insurance company when THWS determines there is enough wind or hail damage on your roof to warrant a full replacement.

9. Dispute Resolution

- a. Limitation of Legal Remedies. INSTEAD OF SUING IN COURT, YOU AND WE EACH AGREE TO ARBITRATE DISPUTES. You and we agree that any dispute, controversy or claim that cannot be settled by mutual agreement of the parties shall be resolved by one arbitrator through binding arbitration. This agreement to arbitrate is intended to be broadly interpreted. It includes Claims based in contract, tort, statute, fraud, misrepresentation, or any other legal theory. The arbitrator's decision and award are final and binding, with some exceptions under the Federal Arbitration Act, 9 U.S.C. 1, et seq., and judgment on the award may be entered in any court with jurisdiction.
- b. If a dispute arises, THWS reserves the right to refund the entire amount paid to THWS and cancel the contract retroactively to the effective date.

10. AGREEMENT

This Contract contains the entire agreement between you and THWS. All prior agreements are cancelled as of the Effective Date of this Contract. No changes to this Contract are effective unless they are in writing and signed by both you and THWS.

THIS COMPANY PAYS PERSONS NOT EMPLOYED BY THE COMPANY FOR THE SALE, ADVERTISING, INSPECTION, OR PROCESSING OF A RESIDENTIAL SERVICE CONTRACT UNDER TEXAS OCCUPATIONS CODE §1303.304.

THIS CONTRACT IS ISSUED PURSUANT TO A LICENSE GRANTED BY THE TEXAS REAL ESTATE COMMISSION, AND COMPLAINTS IN CONNECTION WITH THIS CONTRACT MAY BE DIRECTED TO THE COMMISSION AT P.O. BOX 12188, AUSTIN, TEXAS 78711-2188, (512) 936-3049.

NOTICE: YOU, THE BUYER, HAVE OTHER RIGHTS AND REMEDIES UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT WHICH ARE IN ADDITION TO ANY REMEDY WHICH MAY BE AVAILABLE UNDER THIS CONTRACT.

FOR MORE INFORMATION CONCERNING YOUR RIGHTS, CONTACT THE CONSUMER PROTECTION DIVISION OF THE ATTORNEY GENERAL'S OFFICE, YOUR LOCAL DISTRICT OR COUNTY ATTORNEY, OR THE ATTORNEY OF YOUR CHOICE.



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APPLICATION

COVERAGE DOES NOT BEGIN UNTIL WARRANTY IS ISSUED IN WRITING BY THWS

Type of Roof: _____ Age of Roof: _____ years – Known or Estimated (circle one)

Homeowner: _____ Effective Date: _____:

Address _____



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Sale Price of home or estimated value of home: _____

Homeowner Insurance Company: _____

Wind/Hail Deductible (1%) _____ Known or Estimated (circle one)

Amount of Payment made: _____ How Paid: _____ Date Paid: _____

If real estate transaction what is the closing date and Title company, contact and phone number: _____

Customer's Name Printed

Customer's Signature

Date

Accepted by THWS – Name Printed

Accepted by THWS – Signature

Date



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Roof Pre-Paid Deductible Program

Tarrant Home Warranty Services offers a unique option for a full roof warranty to ensure that your roof does not cause you headaches and potential expensive repairs in the future.

Because roofs in Texas are often replaced by your insurance company due to wind or hail damage, THWS offers a program where you can "purchase" the roof warranty by simply prepaying your deductible plus \$1. Under this program the roof is warrantied, as listed below and your deductible is pre-paid for when you have enough wind and hail damage to replace the roof under your home insurance policy.

(Tile roofs, metal roofs, flat roofs and synthetic roofs may not be eligible but will be considered on a case-by-case basis. THWS approved roofing company must be used to utilize pre-paid roofing program.)

How does it work?

After the roof is inspected by THWS and approved for the pre-paid deductible program, the homeowner pre-pays their current roofing deductible. (Often 1% of the replacement cost for which the house is insured) plus one dollar.

(If, after the initial inspection and before the warranty is issued, if THWS determines that repairs are necessary to bring the roof up to acceptable standards, THWS will add the cost of the repair to the deductible initial payment)

THWS will then make any necessary repairs and issue the warranty upon payment in full.

For real estate transactions, this can be paid at closing by either the seller or buyer and warranty will be issued in the buyer's name immediately after closing.

This gives the homeowner a transferrable warranty on their roof which covers leak repairs only.

Once the prepaid deductible program is approved and the warranty is issued, the roof will be 100% warrantied by THWS. Only new leaks that occur at least 60 days after the effective date of the warranty will be covered. Under no circumstances will older damage or leaks within the first 60 days of the warranty will be covered.

Moving forward, THWS will inspect the roof annually or as needed, as well as after any significant storm, and any non-storm related repairs will be covered 100%. If, during an inspection or after any covered repair, it is determined that a claim for wind or hail damage should be filed with your insurance company, THWS will notify the customer that the roof needs to be replaced for wind and hail damage. The current homeowner will be responsible for filing a claim with the current insurance company. THWS can assist in filing the claim. THWS or its assignee will meet the insurance adjuster and THWS will make a note of all covered damage to the home, including, but not limited to roof, gutters, screens, skylights, windows, fence, pergolas, pool equipment, metal roofs, carports, sheds, etc. Once the damage is assessed and the insurance paperwork is issued, THWS will apply the pre-paid deductible to the current homeowner's deductible and all work will be completed per the insurance paperwork by



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THWS approved contractors.

In the event that the actual deductible for a claim is more than the pre-paid amount, THWS will apply 100% of the amount paid toward the actual deductible and homeowner will be responsible for the difference. In the event that the actual deductible is less than the amount paid toward the deductible, THWS will refund the difference or apply the amount towards upgrades for the construction project.

Once the claim is approved and the deductible is applied to the claim, THWS or its assignee will complete all repairs approved by the insurance company. From that point, the homeowner will receive a lifetime roof warranty from THWS at no cost.

*Under the roof warranty, any repairs deemed necessary by THWS will be covered 100%. In the event of a leak while the warranty is in effect, THWS will pay to make the necessary repairs for any roof leak. Covered leaks will be those related to water intrusion due to a deficiency in the shingles or flashing. Leaks related to windows, siding, brick/mortar, falling trees/limbs, broken skylights, gutters, windblown rain, or any other non-roof related leak will not be covered but will be eligible for repairs "at cost". If there is interior damage is created by a "storm created opening", THWS may recommend that the homeowner file an insurance claim with the current homeowner's insurance.

If any other contractor inspects the roof, performs any repairs, or installs any component on the roof without the written consent of THWS, the roof warranty will be null and void. In the event that the warranty is null and void due to the above, the prepaid deductible can still be applied to an insurance claim if filed with the cooperation of THWS using THWS approved contractors to complete the work. If a satellite or other component is to be installed on the roof, please contact THWS prior to installation so that we may ensure the installation does not void the warranty.

EXAMPLE TRANSACTIONS

Example 1:

Homeowner wishes to sell home worth \$250,000 but the roof is 12 years old, and buyer is concerned about age of roof and with the first hailstorm, buyer will have to pay \$2,500 deductible, plus there is no current warranty on the roof to protect buyer from future leaks.

Homeowner applies to purchases THWS roof option for \$2500 + \$1.

Scenario 1: THWS inspects the roof and finds that the roof is in good shape and the roof does not need any repairs. THWS sends an invoice to title company for \$2,501 for the pre-paid deductible program. Buyer receives full roof warranty and a pre-paid deductible that covers the expense of a wind or hailstorm that would require the replacement of the roof.

Scenario 2: THWS inspects the roof and finds that the roof needs \$500 in repairs. THWS sends an invoice to title company for \$3,001 for repair and pre-paid deductible program. Buyer receives full roof warranty and a pre-paid deductible that covers the expense of a wind or hailstorm that would require the replacement of the roof.



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Example 2:

Homeowner has multiple leaks and wishes to purchase a roof warranty. Homeowner applies to purchase THWS roof option. Homeowner pays costs for necessary repairs and prepays deductible plus \$1 to receive warranty.

Example 3:

New construction builder purchases pre-paid deductible program as an incentive for buyer. Buyer gets free lifetime warranty and deductible is paid in the event a wind or hailstorm warrants full replacement.

*Conditions:

Pre- paid deductible cred it is only available when THWS approved roofing company performs insurance covered damage. Customer does not have the option to apply credit to their choice of contractor. THWS will stand behind TWHS approved contractor and will certify lifetime warranty only when approved THWS contractor performs insurance covered damage.

Warranty does not, in any way, guarantee that the roof is insurable. Every insurance company has different criteria to determine whether a roof is insurable or not and THWS does not imply or represent that a roof is insurable.

If the customer changes their policy to a higher deductible, THWS will apply the pre-paid deductible amount paid to THWS towards the deductible and customer will be responsible for the difference in increase in the deductible.

If the customer changes their policy to an ACV policy, THWS will apply the amount paid towards the total replacement cost of the insurance claim. Customer is responsible for the non-recoverable depreciation.

If THWS is not able to perform an inspection for any reason, THWS may deny the application for warranty coverage or may issue the warranty with a 90-day waiting period before any leaks are covered. No preexisting leaks will be covered under any conditions.

If THWS determines that the roof needs full replacement, homeowner will be notified in writing that homeowner must file insurance claim within 30 days of notification. Homeowner may ask THWS for help in filing claim at no cost. If homeowner does not file claim within 30 days of notification, THWS reserves the right to cancel the warranty and if so, homeowner will lose pre-paid deductible. Within 30 days of initial notification, homeowner may request a 30-day extension which will be granted only one time. Homeowner is also required to notify THWS when the insurance adjuster will be present for inspection. If insurance company does not agree that roof needs to be replaced at this time, THWS reserves the right to request homeowner to request a second inspection and/or invoke the appraisal process with the insurance company. If all options with insurance company have been exhausted and an umpire at the end of the appraisal process determines that the roof does not have enough wind or hail damage to be replaced, THWS will replace the roof with no cost to the homeowner; the prepaid deductible will be applied to the cost of the roof replacement and THWS will pay the remaining cost of the roof replacement.

INTERIOR DAMAGE NOT COVERED - THWS covers repairing the leak and any damaged or rotted decking or underlayment. The warranty does not cover any damage to interior of the home or any contents.



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Schedule of Charges:

Because the program is designed to be a "pre-paid deductible" program with a warranty, our charges are based on the value of the home. This program works best with a 1% deductible, full replacement policy. This is due to the fact that most home insurance policies in the State of Texas are also based on the value of the replacement cost value.

For the Roof Pre-Paid Deductible program, the charge would be 1% of the Replacement Cost Value (RCV) of the house as determined by the insurance policy in place when THWS Warranty takes effect, plus \$1.

Examples:

\$200,000 RCV = \$2,000 + \$1

\$300,000 RCV = \$3,000 + \$1

\$500,000 RCV = \$5,000 + \$1

In the event that the actual deductible for a claim is more than the pre-paid amount, THWS will apply 100% of the amount paid toward the actual deductible and homeowner will be responsible for the difference. In the event that the actual deductible is less than the amount paid toward the deductible, the homeowner will receive a credit for that amount towards the replacement cost.