



Limited Warranty & Warranty Transfer Policy

(This warranty is not transferable except in accordance with attached Warranty Transfer Policy)

Buyer / Owner:

Project Address:

Valid Through

FACILITATE, INC ("FACILITATE") hereby warrants to the original Buyer, subject to the terms and conditions set forth herein, that it will, at no cost to the Buyer, make repairs to correct roof-related leaks or roof related leaks which result in workmanship and materials furnished by FACILITATE, which leaks occur within FIVE (5) year(s) from the date of substantial completion (See also #11 below.) This limited Warranty is made under and subject to the following terms and conditions.

1. In order to obtain performance of any warranty obligation, the Buyer must first notify FACILITATE of any repairs required under this Limited Warranty ("Warranty"). FACILITATE shall make repairs as soon as practical upon notification of reported defects. In order to pursue any claim that FACILITATE has not honored this Warranty, notification of a leak must be given to FACILITATE in writing at the mailing address shown at the end of this document.
2. Repairs made by anyone other than FACILITATE shall cancel this Warranty unless approved in writing, in advance, by a corporate officer of FACILITATE.
3. Nothing in the Warranty shall render FACILITATE liable in any respect for any damage to the Buyer's premises, or any contents thereof, including the roof decking, fascia and rafters. It is the responsibility of the Buyer to inspect ceilings and overhangs and periodically for signs of leakage and to promptly report to FACILITATE any such leakage. Buyer acknowledges that this Warranty specifically excludes mold, fungus, mycotoxins, spores or other infestations or contaminations ("environmental conditions" caused by moisture, leaks, other water intrusions, or any contaminants. Further, this warranty specifically excludes responsibility for any and all environmental conditions whether caused by DIMENSIONAL's express negligence or the negligence of FACILITATE, its subcontractors, its employees, or agents.
4. FACILITATE SHALL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES. Buyer's sole remedy under this Warranty is the right to have DIMENSIONAL repair, at no cost to the Buyer, these leaks in the roof which result from defects in workmanship or materials furnished by FACILITATE. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you. However, the exclusions and limitations herein are permitted by Texas law.
5. FACILITATE will not be responsible for any leaks or damages caused by (1) lightning, gale force winds, hurricane, tornado, hail, earthquake, and other unusual phenomena of the elements; (2) structural elements of the building, including cracking, unusual movement, settlement, unusual deflection, nails, staples or other fasteners not part of FACILITATE's installation which have backed out of the roof deck, deterioration and decomposition of the walls, foundation or the roof deck; (3) parapet walls, copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the roofing work unless the leak is caused by faulty installation of accessories which was performed by FACILITATE or if such accessories were furnished by FACILITATE; (4) service to or maintenance of any roof top equipment or traffic of any nature on the roof; (5) leakage in air conditioning ducts unless such ducts have been sealed by DIMENSIONAL; (6) abuse, misuse, accident, or negligence by any person other than FACILITATE; (7) porous stucco or other non-waterproof wall surfaces; (8) varmint damages; (9) roofing related work performed by others.
6. All alterations or additions by others, including but not limited to the installation of solar panels, to the roof surface after completion of installation by FACILITATE must be approved by FACILITATE, in writing, and FACILITATE shall have the right to submit its recommendations for any alterations, additions, new roofing or flashing materials required. Failure of the Buyer to allow FACILITATE to submit its recommendations or adhere to such recommendations will result in cancellation of this Warranty.
7. Because ponding and standing water are caused by factors such as inadequate drainage, deflection and insufficient slope which are beyond the control of a roofing contractor, FACILITATE shall not be responsible for ponding or standing of water on the roof. Unless specifically stated in the proposal, the proposal does not include tapered insulation.



8. This Warranty is only transferable in accordance with FACILITATE's Warranty Transfer Policy as shown on Page 3 of this document. If property is sold, Buyer must execute transfer documents within ninety (90) days of closing or funding.
9. FACILITATE shall have no obligation pursuant to this Warranty until all bills for installation, supplies and services in connection with the roofing covered by this Warranty have been paid in full.
10. If any implied warranties are provided by law, they are limited in duration, so that they expire at the end of this Warranty or by operation of law, whichever comes first. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you. However, the limitations contained herein are permitted by Texas law.
11. Turbines, power vents, and other items installed by FACILITATE above the roofing system will only carry a one (1) year warranty by FACILITATE. Any additional warranties will be directly between the Buyer and the item manufacturer. Further, FACILITATE does not investigate the warranty claims of any manufacturer of products used on any work performed by FACILITATE. Also, FACILITATE expressly provides its own limited warranty for all work performed by DIMENSIONAL and makes no representation made by any manufacturer, including quality, longevity or aesthetic appeal of any product.
12. FACILITATE makes no representations or warranties, express or implied, regarding the potential certification, efficiency, savings, tax credits, LEED credit, or any other environmental benefits or financial incentives desired of the roof system. FACILITATE shall not be responsible for any defect or deficiency inherent in the green measures selected by the Buyer and/or its Owner and Design Professional, and shall not be held liable for any delay or failure of the Project to achieve Green Certification or any intended sustainable building practice goals or environmental benefits.
13. In the event the Buyer reports leaks which are not covered by this Warranty, FACILITATE will notify the Buyer that the reported leaks are not covered, provide the Buyer with an estimate to perform repair work if the repairs are of the type normally performed by FACILITATE and, if authorized, proceed with repair work as soon as practical, at Buyer's expense. Further, a service call fee, at the current rates, will be charged by FACILITATE if FACILITATE sends out service personnel in response to a call from Buyer reporting a leak, when the source of such leak is found to be other than the roof.
14. IF FACILITATE RE-USES EXISTING FLASHING, THERE IS NO WARRANTY ON ALL RE-USED FLASHINGS.
15. If repair work is performed in conjunction with re-roofing, the warranty for the repair work shall be as stated in this Proposal and Agreement and shall not exceed one (1) year from the date of substantial completion. Further, the warranty for such repair work is not transferable.
16. Because metal roofing installations, inherent by design, can result in "oil canning," rough seams, telegraphing of substrate and irregular looks, FACILITATE shall not be responsible for aesthetics of installed metal roof systems. FACILITATE's obligation is to endeavor to install metal roofing in a professional and workmanlike manner.
17. SINGLE PLY THERMOPLASTIC ROOF SYSTEMS "PVC, TPO, etc." are slippery when wet. Care should be taken when accessing the roof.
18. All roofs require periodic inspection and maintenance in order to perform as designed and to provide an effective service life. Periodic inspection and maintenance is also required to keep FACILITATE's roofing warranties in full force effect. Prompt and regular maintenance of any such roof should be undertaken, and then only by qualified persons who are familiar with safe roofing practices and roof maintenance standards. All warranty obligations of FACILITATE will be null and void if Buyer fails to use reasonable care in inspecting and or maintaining the roof, during the term of such warranty(ies). FACILITATE can provide inspections and or maintenance, at an additional cost if so desired.
19. FACILITATE's obligation to make repairs to leaks during the term of this warranty is its sole obligation to the buyer. This Warranty and the Proposal and Agreement, of which this Warranty is a part, constitute the entire agreement between FACILITATE and the Buyer, and no other representations or agreements pertaining to the work performed by FACILITATE have been made. FACILITATE shall have no obligation with respect to the roof upon the expiration of this Warranty period set forth above which begins on the date of substantial completion of the work as determined by FACILITATE.
20. Except for claims brought pursuant to Chapter 28 of the Texas Property Code, prior to the initiation of any action, the parties agree to participate, in good faith, in a minimum half day mediation with a mediator either chosen by agreement between the parties or as assigned by the American Arbitration Association. In the event the dispute is not resolved by mediation, any claim or controversy arising out of or relating to this Agreement or breach thereof, or to any action by an employee or agent of FACILITATE, shall be settled by arbitration in accordance with the Federal Arbitration Act and the Construction Industry Arbitration Rules of the American Arbitration Association. However, the arbitrator shall be required to issue written findings of fact and conclusions of law. Moreover, the parties shall split the cost of keeping a written record of all proceedings. The judgment of the Arbitrator may be entered in any court having jurisdiction thereof and shall be final and binding on both



parties, except for errors of law which shall be appealable. The parties agree that all expenses of arbitration or mediation will be shared equally or as awarded by the arbitrator. The successful party shall also be entitled to attorney fees and all costs of litigation.

21. Buyer and FACILITATE have evaluated the risks and rewards associated with this project, including FACILITATE's fee relative to the risks assumed, and agreed to allocate certain of the associated risks. To the fullest extent permitted by law, the total aggregate liability of FACILITATE (and its related corporations and employees) to buyer and third parties granted reliance is limited to the greater of twenty-five thousand or the face value of the applicable proposal and agreement between FACILITATE and Buyer, for any and all injuries, damages, claims, losses, or expenses (including attorney and expert fees) arising out of FACILITATE's services or this agreement. Upon written request from Buyer, FACILITATE may negotiate a higher limitation for additional consideration. This limitation shall apply regardless of available insurance coverage cause(s) or the theory of liability, including negligence, indemnity or other recovery. This limitation shall not apply to the extent the damage is paid under FACILITATE commercial general liability policy.

FACILITATE's Limited Warranty (2 pages) and Warranty Transfer Policy (1 Page), Approved and Accepted by Buyer:

Facilitate, Inc
10900 Research Blvd. sTE. 160C PMB115
Austin, TX 78759

Customer Name: _____

warranty@facilitate.org

Signature: _____ DATE: _____



WARRANTY TRANSFER POLICY

1. Transfer is at complete, sole discretion of FACILITATE.ORG ("FACILITATE"). Further, the Limited Warranty does not automatically transfer to subsequent owner(s) of home or commercial buildings. All procedures set forth in this Warranty Transfer Policy must be followed.
2. Any warranty transfer will be for the remaining time of the original FACILITATE warranty and will be subject to the terms and conditions set forth in FACILITATE's Limited Warranty forms in effect at the time of such transfer request.
3. Warranty transfer is available for residential or commercial re-roofing or new construction roofing jobs, but **not** any roofing repair jobs.
4. Warranty transfer is only available if the buyer's account is in good standing.
5. The Warranty is eligible for transfer only one time, i.e. from the original purchaser ("Buyer") of the roof to the **new buyer** of the property.
6. **Request to transfer warranty must be made within ninety (30) days of new ownership in order to avoid reinstatement fees:** if request for warranty transfer is not made within the first ninety (30) days of new ownership, but up to 365 days of new ownership, a monthly reinstatement fee of \$50.00 for residential roofs or \$100.00 for commercial roofs (back to the closing date) will apply. This monthly reinstatement fee is exclusive of the evaluation fee and any other costs associated in repairs roofs that have been altered or abused. Roofs that have been found to have been altered or abused will need to be repaired by DIMENSIONAL, in order to bring roofs back into a warrantable condition. Requests for warranty transfers after one year of new ownership will not be honored.
7. Residential and Commercial warranties are eligible for transfer only after a mandatory FACILITATE evaluation and performance of necessary repairs by FACILITATE. To ensure original roof installation has remained unaltered, a FACILITATE representative will evaluate the condition of the roof to see what maintenance repairs are necessary to bring up the roof to warrantable standards. The roof could have been subject to abuse, new penetrations, normal wear and tear, etc. If any such problems exist, repairs will be made and charged for at FACILITATE'S current repair rates. At the sole discretion of FACILITATE, any alleged defects in FACILITATE'S labor and/or material will be repaired at no charge. Following is FACILITATE's current fee schedule, which is subject to change:
 - Residential Evaluation fee: \$100 within BEXAR / TRAVIS / HAYS County
 - Commercial Evaluation Fee: \$300 within BEXAR / TRAVIS / HAYS / CountyIf, after the evaluation, the new owner(s) elects not to have the warranty transferred, the evaluation fee will not be refunded and the warranty will not be eligible for transfer again, thereby voiding the existing warranty.
8. All fees are waived if transferred within the first year of original roof installation. (Roofs which have been altered or abused are still subject to necessary maintenance repairs and will be charged for at FACILITATE's current repair rates.)
9. Any transfer is contingent upon the owner(s) first executing and delivering to DIMENSIONAL an Acknowledgment of Limited Rights & Remedies and all additional warranty transfer documents.

Approved and accepted by Buyer:

Name: _____

Signature: _____

Date: _____

FACILITATE, INC

10900 Research Blvd Ste. 160C PMB 115 Austin, TX 78759

OFFICE (512) 496-3687

warranty@facilitate.org

By: _____

Matthew Lamz, CEO

Name of Agent of Owner (if applicable):
