



Contract #:
Customer Name:
Address:

Date Roof Completed:

Five -Year New Home Limited Warranty

Limited Warranty

Petersen-Dean warrants that the roof system it installed on the property identified above complies with the manufacturer's specifications for the materials used in the roof system. During the Warranty Period Petersen-Dean will repair any portion of the roof system it installed that leaks because the installation did not comply with the manufacturer's specifications.

Commencement of the Warranty

The Warranty commences on the date you take title to the property from the original builder, but no later than six months after Petersen-Dean completed installation of the roof system (the "Commencement Date.")

Warranty Period

This warranty shall be effective for five (5) years after the Commencement Date.

What You Must Do To Make A Claim.

You must notify Petersen-Dean within 10 days of discovering a claim about the roof system. You must give Petersen-Dean an opportunity to investigate the claim before the conditions giving rise to your claim are changed. If you do not give us timely notice of a claim, or if you make or have others make any repairs before giving us notice of the claim and an opportunity to investigate the condition, we have no obligation under this Warranty to repair the roof system. In the event the condition requires emergency action, you must report the emergency to Petersen-Dean at (800) 564-0362 and provide Petersen-Dean an opportunity to inspect the condition before any repairs are made.

Transferability

You may transfer this Warranty to a subsequent owner of your home. To transfer the Warranty, within fifteen (15) days of recording the transfer of title to the property, the new owner must send to Petersen-Dean via certified or registered mail, return receipt requested, written notice of the new owner's name, phone number, date of acquisition of the property, and written agreement to all terms and conditions of the warranty including the Arbitration of Disputes provision. Transfer of the Warranty to a subsequent owner shall not modify any of the terms or conditions of the Warranty, nor extend the Warranty Period.

Exclusions

This Warranty does not cover leaks or damage caused by, or claims concerning:

1. Alteration, ordinary wear and tear, misuse, abuse, or neglect of the roof or by use of the structure for something other than its intended purpose, individuals walking on the roof, impact of foreign objects, installation of equipment, application of paint or cleaning solutions, hanging of lights, or other inappropriate activities on the roof.
2. Changes in the building, including without limitation settlement, expansion, deflection, cracking, movement or deterioration.
3. Animals, insects, termites, birds, vermin, or rodents.
4. Pollutants, allergens, fungus, spores, mold, bacteria or other alleged contaminants or hazardous or toxic materials.
5. Failure to follow the manufacturer's or our maintenance recommendations, or commonly accepted homeowner maintenance obligations.

6. Acts of nature and naturally occurring events including fire, lightning, hail, excessive wind, tornados, hurricanes, and earthquakes
7. Special, indirect, incidental, general or consequential damages allegedly caused by us or by any leak.

LIMITATION OF REMEDIES AND LIABILITIES

OUR SOLE OBLIGATION, AND YOUR EXCLUSIVE REMEDY, UNDER THE WARRANTY IS LIMITED TO REPAIR OF THE ROOF SYSTEM. IN NO EVENT WILL PETERSEN-DEAN BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, GENERAL, OR CONSEQUENTIAL DAMAGES ALLGLEDLY ARISING FROM OR CAUSED BY PETERSEN-DEAN'S NEGLIGENCE, FAILURE OF PERFORMANCE, ERROR, OMISSION, OR DEFECT, WHETHER FOR BREACH OF CONTRACT, TORTUOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION. IN NO EVENT SHALL PETERSEN-DEAN'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE) EXCEED THE AMOUNT PAID TO PETERSEN-DEAN FOR THE ROOF SYSTEM. SOME STATES DO NOT ALLOW EXCLUSIONS OR LIMITATIONS ON INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

ARBITRATION OF DISPUTES

ANY DISPUTE ARISING OUT OF OR RELATING TO THE CONSTRUCTION, PERFORMANCE OR NON-PERFORMANCE OF ANY ASPECT OF THIS AGREEMENT OR THE WORK PERFORMED BY US, INCLUDING WITHOUT LIMITATION ANY CLASS ACTION OR ANY CLAIM ARISING FROM OUR CONSTRUCTION OF THE ROOF COVERED BY THE WARRANTY, SHALL BE RESOLVED BY BINDING ARBITRATION CONDUCTED IN ACCORDANCE WITH THE CODE OF PROCEDURE AND FEE SCHEDULE OF THE NATIONAL ARBITRATION FORUM. (A COPY OF THE CODE OF PROCEDURE AND THE FEE SCHEDULE CAN BE OBTAINED AT WWW.ADRFORUM.COM.) IF THE NATIONAL ARBITRATION FORUM IS NOT AVAILABLE FOR ANY REASON, THE PARTIES SHALL SELECT ANOTHER ARBITRATION PROVIDER AND CONDUCT THE ARBITRATION IN ACCORDANCE WITH ITS PROCEDURES AND FEE REQUIREMENTS. JUDGMENT UPON THE AWARD RENDERED BY ANY SUCH ARBITRATOR IS FINAL AND NON-APPEALABLE, AND MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THIS ARBITRATION OF DISPUTES PROVISION, AND ALL ARBITRATION PROCEEDINGS, HEARINGS, AWARDS, AND ORDERS ARE TO BE GOVERNED BY THE FEDERAL ARBITRATION ACT, 9 U.S.C. §§ 1-16. **No**

Modification of Warranty

The terms, conditions and limitations of this Warranty may not be altered or modified.

How to Contact Us:

At Petersen-Dean we believe that the craftsmanship that has gone into your roofing system is second to none. Should you have any questions regarding your roofing system or this Warranty, please contact our Customer Service Department at **800.564.0362** to speak to a representative, email us at customerservice@petersendean.com or visit our website at www.needarroof.com