CALIFORNIA FIRST ROOFING

Member Service Agreement

Commercial, Multifamily & HOA

Bear Protection Plan | Version 2026-11-commercial

Unsigned reference copy of the published Commercial plan terms. Review with CFR and confirm the covered property and roof scope before enrollment. This copy is not proof of enrollment, payment, or client signature.

Parties

This Member Service Agreement (this "Agreement") is entered into between California First Roofing, a California corporation holding contractor's license #1094851, with its principal place of business at 5850 West 3rd Street, Suite 288, Los Angeles, California 90036 ("Service Provider," "CFR," or "Company"), and the Member identified in the enrollment record ("Member" or "you").

Article 1 - Important Notices and Acknowledgments

I. This Is NOT Insurance. This Agreement is a prepaid service contract for roof maintenance and repair services performed by California First Roofing It is NOT an insurance policy and does NOT constitute insurance under California Insurance Code § 22 or any other provision of California law.

A. No risk transfer. Service Provider will perform the services described using its own employees and subcontractors and does not assume, transfer, or distribute risk of loss in the manner of an insurance contract.

B. Service-based model. Member is purchasing access to specific maintenance and repair services, not coverage or indemnification for losses.

C. Independent insurance recommended. Member should maintain separate homeowner's or commercial property insurance to cover losses, damages, and liabilities not addressed by this contract.

II. California Contractor Licensing. Service Provider is duly licensed under California law (License #1094851, Class B - General Building and C-39 - Roofing) and its license may be verified through the California Contractors State License Board.

III. Three-Day Right to Cancel. If Member signs this Agreement at a place other than Service Provider's place of business, Member may have the right to cancel this Agreement without penalty or obligation by mailing or delivering written notice of cancellation to Service Provider not later than midnight of the third business day after the Effective Date.

Article 2 - Definitions

Annual Inspection: the scheduled roof inspection described in Article 4.

Covered Property: the Property's roof system, including roof deck, underlayment, shingles or other primary roofing material, flashings, valleys, ridges, penetrations, and drainage components; excludes structural framing, HVAC, solar panels, skylights, chimneys, and other non-roof systems.

Covered Repair: a repair of the Covered Property that (a) falls within the Annual Repair Cap and Repair

Frequency Limit; (b) is not a Full Roof Replacement; (c) is not excluded under Article 8; and (d) is performed by Service Provider under this Agreement.

Enrollment Fee: the one-time, non-recurring fee of One Thousand Five Hundred Dollars ($1,500.00).

Monthly Service Fee: the recurring monthly fee of Five Hundred Ninety Dollars ($590.00) for continued Commercial, Multifamily & HOA access.

Annual Repair Cap: the lesser of (a) 700 sq ft or (b) 30% of the total roof area, per Membership Year.

Article 3 - Fees & Term

A. Member shall pay the one-time Enrollment Fee of One Thousand Five Hundred Dollars ($1,500.00) on or before the Effective Date.

B. The Monthly Service Fee of $590.00 is due and payable on the first day of each calendar month during the term of this Agreement.

C. Fees are rate-locked for the life of the membership.

Article 4 - Annual Inspection & Preventative Maintenance

Service Provider shall perform one Annual Inspection per Membership Year at a mutually convenient time during regular business hours. Member shall provide safe, unobstructed access to the roof.

Article 5 - Covered Repairs

Up to 3 Covered Repairs per Membership Year, subject to the Annual Repair Cap. Zero-dollar deductible on every Covered Repair that falls within the Annual Repair Cap and Repair Frequency Limit.

Article 6 - Replacement Credit Bank

Fifty percent (50%) of every Enrollment Fee and Monthly Service Fee paid by Member accrues to the Replacement Credit and may be applied toward a future Full Roof Replacement performed by Service Provider. The Replacement Credit has no cash value and is not transferable except as expressly provided.

Article 7 - Term, Renewal, Cancellation

This Agreement automatically renews each Membership Year. Either Party may terminate for material breach with notice. Service Provider may suspend or terminate for non-payment or unsafe conditions.

Article 8 - Exclusions

Excluded: full or substantial roof replacement (except via Replacement Credit); structural framing; masonry, chimneys, skylights, solar panels, HVAC, antennas; damage caused by third parties, natural disasters beyond commercially reasonable repair, or Member alterations.

Article 9 - Warranties

Service Provider warrants that repair and maintenance services will be performed in a good and workmanlike manner. NO ORAL OR WRITTEN STATEMENT NOT EXPRESSLY CONTAINED IN THIS AGREEMENT CREATES ANY ADDITIONAL WARRANTY.

Article 10 - Insurance & Liability

Member is solely responsible for property, business-interruption, and liability insurance. Service Provider's liability is limited as set forth in the Agreement; no liability for consequential or business-interruption damages.

Article 11 - Dispute Resolution

Any dispute will be resolved by binding arbitration. The arbitrator's award is final and binding and may be entered as a judgment in any court of competent jurisdiction.

Article 12 - Governing Law & Notices

This Agreement is governed by California law, without regard to conflict-of-laws principles. Amendments require a written instrument executed by both Parties.