



**Terra Nova Construction & Roofing**

**Home Protection Membership Agreement**

**Company Information:**

Terra Nova Construction & Roofing

PO Box 623, Garfield, NJ 07026

Phone: 973-200-1617

Email: [info@terranovanj.com](mailto:info@terranovanj.com)

Website: [www.terranovanj.com](http://www.terranovanj.com)

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**IMPORTANT NOTICE**

This Membership Agreement provides access to preventive inspection and maintenance services only.

**This is not insurance and not a warranty.**

Coverage begins only after:

1. Member has completed a Pre-Qualification Inspection; and
2. All required remediation work has been performed.

By enrolling, the Member agrees to the following Terms & Conditions, including a **12-month minimum term**, **binding arbitration**, and a **class action waiver**.

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**PLAN SUMMARY**

| <b>Member Information</b> | <b>Details</b>  |
|---------------------------|---|
| Member Name               | _____   |
| Covered Property Address  | _____   |
| Phone                     | _____   |
| Email                     | _____   |
| Membership Plan           | <input type="checkbox"/> Essential (\$149/mo) <input type="checkbox"/> Pro (\$299/mo) <input type="checkbox"/> Elite (\$449/mo) |
| Term                      | 12 Months (Auto-renewal unless cancelled)   |

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**SECTION 1. DEFINITIONS**

For the purposes of this Agreement:

Member Initials: \_\_\_\_\_ Terra Nova Rep Initials: \_\_\_\_\_



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  - **“Member”** refers to the individual or entity enrolling in the Membership.
  - **“Covered Property”** means the single-family residential property identified in the Plan Summary.
  - **“Services”** means preventive inspections, light maintenance, and pest/wildlife control provided by Terra Nova according to plan tier.
  - **“Pre-Qualification Inspection”** means the initial inspection by Terra Nova confirming the property has no active leaks, infestations, or major structural issues.
  - **“Remediation”** means any repairs required prior to activation of membership.
  - **“Third-Party Vendor”** means any subcontractor licensed to perform specialty services (plumbing, HVAC, electrical).
  - **“Plan Tier”** means Essential, Pro, or Elite, as selected in the Plan Summary.
  - **“Service Request”** means a request by the Member for services under this Agreement.
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## SECTION 2. MEMBERSHIP ELIGIBILITY

1. Membership is available only to **existing Terra Nova clients** with **prior completed services totaling at least \$10,000.**
  2. Membership may not be sold, transferred, or assigned without Terra Nova’s written consent.
  3. Pre-Qualification Inspection is required prior to activation.
  4. Any misrepresentation, concealment, or omission of known issues shall result in **immediate termination without refund.**
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## SECTION 3. NATURE OF MEMBERSHIP

1. Membership provides preventive inspections, light maintenance, and limited pest/wildlife services per plan tier.
2. Membership is **not a substitute for homeowners insurance** and does not cover catastrophic loss or major construction defects.
3. Members may receive project discounts (5% for Essential, 10% for Pro, 20% for Elite) on eligible Terra Nova services.
4. Light repairs may include resealing joints, applying caulk, resetting small sections of shingles, or minor flashing adjustments.

Member Initials: \_\_\_\_\_ Terra Nova Rep Initials: \_\_\_\_\_

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## SECTION 4. SCOPE OF SERVICES & LIMITATIONS

### 1. Service Caps:

- Up to **60 minutes of labor per scheduled visit**, including standard consumables.
- Specialty parts, materials, or extended labor will be billed separately.

### 2. Scheduling Priority:

- Essential = Standard scheduling.
- Pro = Expedited scheduling.
- Elite = VIP priority scheduling.

### 3. Exclusions from Scope:

- Full roof replacements, major construction, or code-required upgrades.
- Remediation of hazardous materials (asbestos, mold, lead).
- Structural reinforcement or design modifications.

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## SECTION 5. EXCLUSIONS

This Agreement does not cover:

1. **Structural Issues:** foundation cracks, sagging roofs, or framing repairs.
2. **Hidden/Undisclosed Defects:** issues not visible during inspection.
3. **Acts of God:** storms, floods, fire, earthquake, pandemics, or labor disputes.
4. **Environmental Hazards:** mold, asbestos, lead, or radon.
5. **Cosmetic Defects:** paint, stains, or appearance-only concerns.
6. **Consequential Damages:** water stains, personal property damage, lost income, or business interruption.

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## SECTION 6. MEMBER RESPONSIBILITIES

1. Provide safe access to the property, including roof access where required.
2. Secure pets, vehicles, and hazardous areas prior to service.
3. Disclose all known issues truthfully at the time of inspection and throughout membership.
4. Maintain an active, valid payment method for monthly auto-billing.

Member Initials: \_\_\_\_\_ Terra Nova Rep Initials: \_\_\_\_\_

5. Follow care recommendations and authorize necessary remediation promptly.
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## SECTION 7. REMEDIATION REQUIREMENT

1. Membership will not activate until required remediation work is completed.
  2. Remediation must be performed by Terra Nova or an approved vendor at discounted member rates.
  3. If the Member refuses remediation, the Membership will be denied or terminated.
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## SECTION 8. THIRD-PARTY VENDORS

1. Specialty services (plumbing, electrical, HVAC) may be subcontracted to licensed vendors.
  2. Vendors are independent contractors and provide their own warranties.
  3. Terra Nova is not responsible for vendor workmanship, delays, or damages.
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## SECTION 9. BILLING, TERM & CANCELLATION

1. Membership term is **12 months minimum**, billed monthly via auto-payment.
  2. Membership auto-renews month-to-month after the initial term.
  3. Early cancellation may result in forfeiture of benefits and an administrative fee.
  4. Cancellation after the initial term requires **30 days' written notice** to [info@terrannoter.com](mailto:info@terrannoter.com).
  5. Terra Nova may terminate membership immediately for:
    - Non-payment.
    - Misrepresentation or concealment of property conditions.
    - Unsafe or hostile conditions during service.
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## SECTION 10. LIABILITY LIMIT

1. Terra Nova's total liability under this Membership is limited to the total Membership fees paid in the **12 months immediately preceding the claim**.
  2. Terra Nova shall not be liable for incidental, indirect, or consequential damages of any kind.
  3. All warranties, express or implied, are disclaimed except as required by law.
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## SECTION 11. INDEMNIFICATION

Member Initials: \_\_\_\_\_ Terra Nova Rep Initials: \_\_\_\_\_

The Member agrees to defend, indemnify, and hold harmless Terra Nova, its officers, agents, and employees against any claims, damages, or costs arising from:

- Undisclosed property conditions.
  - Member's failure to disclose known issues.
  - Member's negligence or misuse of the property.
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## SECTION 12. DISPUTE RESOLUTION

1. All disputes shall be resolved by **binding arbitration** administered by the American Arbitration Association (AAA) or JAMS.
  2. Arbitration will be held in the county where the Covered Property is located, under the laws of New Jersey.
  3. **Class Action Waiver:** All disputes must be brought individually, not as part of a class, group, or collective action.
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## SECTION 13. NOTICES & CLAIMS

1. All notices, claims, or demands must be submitted in writing to:  
Terra Nova Construction & Roofing  
PO Box 623  
Garfield, NJ 07026  
Email: [info@terrannotovani.com](mailto:info@terrannotovani.com)
  2. All claims must be submitted within **one (1) year** of the event giving rise to the claim.
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## SECTION 14. PHOTOS, ACCESS & REPORTS

Member authorizes Terra Nova to:

- Photograph and document property conditions.
  - Retain inspection reports for records and quality assurance.
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## SECTION 15. MODIFICATIONS, ENTIRE AGREEMENT, SEVERABILITY

1. Terra Nova may update Membership terms with notice to Members.
  2. This Agreement is the entire agreement between Member and Terra Nova.
  3. If any provision is found invalid, the remaining provisions shall remain enforceable.
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Member Initials: \_\_\_\_\_ Terra Nova Rep Initials: \_\_\_\_\_

**SECTION 16. AFFIDAVIT OF NO KNOWN ISSUES**

By signing below, Member certifies that the Covered Property is free from:

- Active roof leaks.
- Pest/wildlife infestations.
- Major visible damage.

Undisclosed or misrepresented issues may result in immediate termination of membership.

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**ACKNOWLEDGEMENT & SIGNATURE**

By signing, the Member affirms they have read, understood, and agree to these Terms & Conditions, including binding arbitration and the class action waiver.

- **Member Name:** \_\_\_\_\_
- **Member Signature:** \_\_\_\_\_
- **Date:** \_\_\_\_\_
- **Terra Nova Representative:** \_\_\_\_\_

**Acknowledgement & Signature**

By signing below, the Member agrees to all terms and conditions outlined in this Membership Agreement, including the arbitration clause, class action waiver, indemnification obligations, and affidavit of no known issues.

|                            |       |
|----------------------------|-------|
| Member Name:               | _____ |
| Member Signature:          | _____ |
| Date:                      | _____ |
| Terra Nova Representative: | _____ |

Member Initials: \_\_\_\_\_ Terra Nova Rep Initials: \_\_\_\_\_