

## Directorii \$20,000 Guarantee

www.Directorii.com

7308 Aspen Ln N Ste 128, Brooklyn Park, MN 55428 612-254-9849, info@directorii.com



- 1. Parties. Roofing Insights, LLC dba Roofing Insights ("Directorii"), a Minnesota limited liability company, does hereby agree to indemnify each person who provides payment to a Directorii contractor (the person providing payment hereinafter referenced as "Payor"), up to the sum of \$20,000 in compliance with this Guarantee Agreement see Pars. No. 4 and 5 below for Coverage and Exceptions. See Par. 7 for a description of payment terms.
- Directorii Contractor Definition. "Directorii Contractor" shall include any contracting business or sole proprietor identified on any <u>Directorii.com</u> webpage or otherwise introduced and identified to Payor as long.
- Payor Obligations and Responsibilities.
  - (i) Payor's obtaining a written agreement with the Directorii Contractor, signed by the contractor and listing the exact business name listed on Directorii's website, is a prerequisite to establishing that any contractor is a Directorii Contractor for whom this Indemnification Agreement applies. This requirement is for Payor's protection and to assist the verification requirement below.
  - (ii) It is the responsibility of the Payor to Verify that a contractor claiming to be a Directorii Contractor is in fact listed on the Directorii's website at the applicable time. VERIFICATION can be obtained by texting 612-254-9848 or by taking a screenshot of any <u>Directorii.com</u> webpage listing the <u>Directorii Contractor</u>. Your Directorii Contractor should be able to assist you with verification. All Directorii Contractors for your state may be found via navigating the <u>Directorii.com</u> website to find your state's full directory of Directorii Contractors.
- 4. <u>Coverage</u>. Directorii will indemnify Payor up to the sum of Payor's payment made to a Directorii Contractor or the sum of \$20,000, whichever is lower, if any of the following triggering events is demonstrated by Payor to have occurred:
  - (i) Fraud and Limited Business Failure. Directorii Contractor is demonstrated to have shut down its business, either formally or via abandonment, within thirty (30) days of Payor's payment and without commencing any work within 30 days or as was required by Payor's written agreement with Directorii Contractor.
  - (ii) Code and Manufacturer's Noncompliance. Directorii Contractor is demonstrated to have performed services and/or installed products in non-compliance with Payor's applicable building code or in non-compliance with a product manufacturer's specifications.
- 5. <u>Coverage Exemptions</u>. This Guarantee Agreement is meant to protect a payor to a Directorii Contractor from (a) fraudulent contractors and (b) negligence requiring the demolition and redo of services performed on account of the noncompliance listed in Par. 3(ii) above. It is not intended and does not cover (a) cosmetic issues, (b) clean up problems, (c) disputes regarding insurance scope, payments or deductible issues, or (d) customer service issues such as tardiness, rudeness, response time or similar items.
- 6. <u>Claim Process</u>. Upon receiving a written claim submitted by email or via another process confirmed to commence a claim by a Directorii email or text to Payor, Directorii will investigate for purposes of adjusting the claim for payment as defined in Par. 7 below. Payor understands that Payor's agreement to be interviewed and make him or her available for interview within a reasonable time period is a precondition to coverage being adjusted and any payment issued by Directorii. Directorii shall adjust and provide its coverage conclusions, in writing, to Payor within 30 days of a valid claim submission, unless Directorii provides Payor with written/electronic notice that an additional 30 day investigation period is required.
- 7. Payment. The term "payment" as used in this agreement means remittance to any party, of either the sum Payor paid a Directorii Contractor or \$20,000, whichever is less, for purposes of the performance of contracting services originally agreed via written agreement by Directorii Contractor. In the case of a claim under 3(ii), payment may include providing Payor with \$20,000 in services performed by a contractor chosen and paid by Directorii. The intention of any payment is to make Payor whole in the receipt of services intended to be completed by any payment to a Directorii Contractor.
- 8. <u>Miscellaneous</u>. Payor understands that the adjudication of any dispute involving Payor's claim shall be brought in the courts of Minnesota, and that by submitting a claim to Directorii, Payor agrees to the personal jurisdiction of Minnesota's courts.

**Dmitry Lipinskiy** 

Owner and CEO of Roofing Insights LLC dba Directorii on behalf of Roofing Insights, LLC