

Paramount Care Terms of Service.

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READ FIRST

Before you enroll.

By enrolling in Paramount Care, you understand and agree:

Paramount Care is available only to customers whose roofs Paramount has installed or performed maintenance on. Enrollment must occur at the time of that service or within thirty (30) days afterward.

A monthly subscription fee will be charged to your payment method on file: \$29 per month for residential plans, or the amount confirmed in writing at enrollment for commercial plans. New Mexico gross receipts tax is added at billing and shown as a separate line.

The subscription automatically renews each month with no end date and continues until you cancel.

You may cancel at any time. Residential customers may cancel by phone, email, or written notice. Commercial customers may cancel with thirty (30) days' written notice by email or mail.

If cancellation takes effect partway through a billing month, Paramount refunds the unused portion of that month.

Paramount does not maintain an ongoing hosted archive of your reports. Each report is delivered to you when it is produced and is yours to retain. Save your copies.

These Terms govern your subscription and contain important provisions including a limitation of liability, mandatory arbitration, and waiver of class actions.

About Paramount Care

Paramount Care is a monthly subscription service provided by Paramount Roofing ("Paramount," "we," "us") to residential and commercial property owners ("Customer," "you") in New Mexico. These Terms of Service ("Terms") govern your enrollment in and use of the service.

Eligibility

Paramount Care is available only to customers for whom Paramount has installed a roof or performed roof maintenance. Enrollment must occur at the time of that qualifying service or within thirty (30) days after its completion. Paramount does not enroll roofs it has not serviced.

Re-enrollment after cancellation or termination requires a new inspection by Paramount, provided at no charge, and is subject to Paramount's approval and to current pricing and terms. This eligibility requirement applies to both residential and commercial plans. Transfer of a commercial subscription under Section 10 is an exception to this requirement.

Plans

Two plans are available:

Residential. \$29 per month. Includes one annual maintenance visit, photo documentation, and an annual Roof Health Report.

Commercial. Monthly pricing based on verified roof square footage. Current pricing bands are published at paramountroofingnm.com/care-pricing and may be updated from time to time. Customers enrolled at one band continue at their enrolled rate, subject to the pricing change provisions in Section 3. Includes two scheduled visits per year (pre-monsoon and post-monsoon), a two (2) business day response after qualifying hail or high-wind events (see Section 5), a Roof Health Report after each visit, a signed annual condition letter for the customer's insurer or lender, and scheduling priority for out-of-scope repair work ahead of non-subscriber work.

Portfolio pricing

Customers enrolling three (3) or more properties under a single account receive a ten percent (10%) discount on the combined monthly total. Customers enrolling six (6) or more properties receive a fifteen percent (15%) discount on the combined monthly total.

Each property is priced at the band corresponding to its verified square footage before the discount is applied. Properties priced by custom quote count toward the property count and receive the discount.

Discount tiers are determined by the number of properties actively enrolled. If the number of enrolled properties falls below a tier threshold, the applicable discount adjusts at the next billing cycle following written notice.

Service area

Paramount services properties within twenty (20) miles, measured in a straight line, of 1380 Rio Rancho Boulevard SE, Rio Rancho, New Mexico. Properties outside that radius may be considered on a case-by-case basis at Paramount's discretion. Paramount will inform you before enrollment if a property falls outside the service area.

What this service is not

The service provides scheduled maintenance and documentation. It is not a warranty, insurance product, or guarantee of any outcome.

By enrolling in Paramount Care, you represent and warrant that you are at least 18 years of age, that the information you provide is accurate, and that you are either the property owner or are authorized to enter into this agreement on behalf of the property owner. For commercial customers, you further represent that you have authority to bind the business or entity you are enrolling.

Term, Renewal, and Cancellation

Paramount Care is a month-to-month subscription. The service automatically renews each month and continues indefinitely until canceled by either party.

How to cancel (Residential)

You may cancel at any time using any of the following methods:

- Email office@paramountroofingnm.com
- Send written notice to Paramount Roofing, 1380 Rio Rancho Boulevard SE #410, Rio Rancho, NM 87124
- Call us at 505-615-0646

If you cancel by phone, Paramount will follow up with written confirmation by email the same business day, and that written confirmation establishes the date of your cancellation request.

Cancellation requests will be processed within one (1) business day of receipt, and Customer will receive an email confirmation when cancellation has been processed.

How to cancel (Commercial)

Either party may cancel with thirty (30) days' written notice. Commercial cancellation must be submitted in writing by one of the following methods:

- Email office@paramountroofingnm.com
- Send written notice to Paramount Roofing, 1380 Rio Rancho Boulevard SE #410, Rio Rancho, NM 87124

A phone call does not constitute written notice for commercial cancellation. Cancellation takes effect at the end of the thirty (30) day notice period. Cancellation requests will be acknowledged within one (1) business day of receipt.

Refunds on cancellation

If the cancellation effective date falls partway through a billing month, Paramount will refund the unused portion of that month on a prorated daily basis. Refunds are issued to the payment method on file within fifteen (15) business days of the effective cancellation date. This applies to both residential and commercial plans.

Pricing and Payment

Subscription fee

The residential subscription fee is \$29 per month. The commercial subscription fee is determined by the current pricing band corresponding to your verified roof square footage, as confirmed in writing at enrollment. Current bands are published at paramountroofingnm.com/care-pricing.

Taxes

New Mexico gross receipts tax is added to the subscription fee at billing and appears as a separate line on your receipt. The applicable rate is determined by the jurisdiction in which the serviced property is located and may vary between properties. Quoted subscription rates are exclusive of tax.

Authorization

By enrolling in Paramount Care, you authorize Paramount Roofing to charge the subscription fee, plus applicable tax, to the payment method on file (credit card or bank ACH) on the same approximate date each month until canceled. You authorize Paramount to retain this payment method on file for the duration of the subscription and to use it for the recurring monthly charge.

Failed payments

If a payment fails, Paramount will attempt to notify you and request updated payment information. After two consecutive failed payments without resolution, Paramount may suspend service delivery or terminate the subscription.

Re-enrollment

Re-enrollment after cancellation or termination requires a new inspection by Paramount, provided at no charge, and is subject to Paramount's approval and to current pricing and terms.

Pricing changes

Paramount may change the subscription price upon thirty (30) days' written notice. Any change takes effect at the next billing cycle following the notice period. You may cancel the subscription before any price increase takes effect without penalty.

Payment security

Payment information is processed through PCI-compliant third-party payment processors. Paramount does not store full payment card numbers on its own systems. By enrolling, you acknowledge that processing is subject to the applicable processor's terms and privacy practices.

Service Delivery

Scheduling

Paramount will contact you in advance to schedule each visit. Visits are typically performed during normal business hours, Monday through Friday, 9:00 AM to 5:00 PM Mountain Time. We will work with you to find a mutually agreeable time within the visit window for your plan.

Personnel

Paramount may use employees, subcontractors, or independent contractors to perform services under this agreement. All such personnel are subject to Paramount's standards for quality, safety, and confidentiality. Paramount remains responsible for the services performed and for any damages caused by its personnel, subject to the provisions of Sections 8 and 9.

Access

You agree to provide reasonable access to the roof at the scheduled time. If you are unavailable or access cannot be provided, Paramount will attempt to reschedule once. Scheduling and rescheduling attempts will be made in writing to the contact on file.

If access cannot be arranged after a second attempt, Paramount will notify you in writing before the visit obligation is treated as satisfied for that period, and you will have a reasonable opportunity to respond. If access is still not arranged, the visit obligation is considered satisfied for that period and no refund or credit will be issued.

Force majeure

Paramount is not liable for delays or non-performance caused by weather, acts of nature, government action, supply chain disruption, labor disputes, pandemic or public health emergencies, or other events outside its reasonable control.

Storm Response (Commercial Only)

For commercial customers, Paramount monitors National Weather Service data for the locations of enrolled properties and performs a documented inspection of the property within two (2) business days following a qualifying event affecting the customer's property.

For purposes of this section, a "qualifying event" means hail measuring one (1) inch or greater in diameter, or winds of fifty-eight (58) miles per hour or greater, documented and reported by the National Weather Service at or affecting the customer's property location. These thresholds correspond to the National Weather Service severe thunderstorm criteria. Events not confirmed by National Weather Service data do not trigger this commitment.

The two (2) business day period begins on the earlier of the date the National Weather Service confirms the qualifying event affecting the property, or the date the customer notifies Paramount of the event. Customers are welcome to contact Paramount after a storm but are not required to do so, and failure to notify Paramount does not affect this commitment.

This response commitment is subject to crew availability and may be extended during catastrophic weather events that overwhelm Paramount's capacity to respond to all affected customers simultaneously. In such circumstances, Paramount will prioritize response based on severity of conditions and will notify affected customers of any extended response timeline.

Reports and Data

Paramount delivers each Roof Health Report and annual condition letter to the customer electronically following the visit that produced it. Reports are the customer's to retain, use, and share without restriction.

Paramount does not provide an ongoing hosted archive, and customers are responsible for retaining their own copies. Paramount recommends saving each report on receipt.

Retention by Paramount

Paramount may retain copies of reports and photographs for its own business, legal, and insurance purposes, for any period and at its sole discretion. Retention by Paramount does not create an obligation to provide ongoing access or to reproduce records on request, and customers should not rely on Paramount as their record-keeping system.

Upon written request to office@paramountroofingnm.com, Paramount will delete identifiable photos and reports from its own records within thirty (30) days, except where retention is required by law or for legitimate business purposes such as evidence in a pending dispute or compliance with a regulatory requirement.

Privacy

Your personal information will not be sold to third parties. Information will only be shared as required by law or as necessary to facilitate service delivery, including payment processing, scheduling software, and similar operational tools.

Warranty Disclaimer

Paramount Care is a maintenance and documentation service. It is not a warranty, insurance product, or guarantee of any kind.

The service does not modify, extend, or replace any manufacturer warranty on roofing materials or any workmanship warranty issued by Paramount Roofing. All such warranties remain governed by their respective terms and are separate from this agreement.

Documentation generated by the service assists you in supporting warranty claims, insurance claims, refinance applications, and other documentation needs, but does not guarantee any specific outcome. Whether any manufacturer, insurer, lender, or other third party accepts or acts on documentation provided is determined solely by that party. Paramount makes no representation, warranty, or guarantee about any such outcome.

Marketing materials describe the general purpose and benefits of the service. The specific obligations of Paramount Roofing under this agreement are set forth in these Terms. No statement in any marketing material creates a warranty or guarantee beyond what is expressly stated in these Terms.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, PARAMOUNT'S TOTAL LIABILITY UNDER OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE), SHALL NOT EXCEED THE TOTAL FEES PAID BY CUSTOMER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

IN NO EVENT SHALL PARAMOUNT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST REVENUE, BUSINESS INTERRUPTION, OR LOSS OF DATA, WHETHER OR NOT PARAMOUNT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE FOREGOING LIMITATIONS DO NOT APPLY TO LIABILITY ARISING FROM PARAMOUNT'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD, OR VIOLATIONS OF APPLICABLE CONSUMER PROTECTION LAW. THOSE CATEGORIES OF LIABILITY ARE NOT LIMITED BY THIS SECTION.

THE LIMITATIONS IN THIS SECTION ALSO DO NOT APPLY TO CLAIMS FOR PHYSICAL DAMAGE TO CUSTOMER'S PROPERTY CAUSED BY PARAMOUNT OR ITS PERSONNEL (AS DEFINED IN SECTION 4) DURING A SERVICE VISIT. SUCH CLAIMS ARE ADDRESSED THROUGH PARAMOUNT'S GENERAL LIABILITY INSURANCE AND THE PROPERTY DAMAGE PROCEDURES IN SECTION 9.

Insurance and Property Damage

Paramount carries commercial general liability insurance and workers' compensation insurance as required by New Mexico law. Proof of insurance is available upon written request.

If Paramount or its personnel (as defined in Section 4) cause damage to your property during a service visit, you must notify Paramount in writing within thirty (30) days of the date you discover the damage or the date on which you reasonably should have discovered the damage, whichever is earlier. Paramount will investigate and repair, replace, or compensate for the damage as appropriate.

Transfer on Sale of Property

Residential

The subscription does not automatically transfer to a new owner if you sell the property. You should cancel the subscription upon sale. The new owner may enroll separately by contacting Paramount, subject to the eligibility requirements in Section 1.

Commercial

The subscription may be transferred to a new owner with Paramount's written consent, which will not be unreasonably withheld. Transfer requests should be submitted at least thirty (30) days before the change of ownership. Paramount will respond to a complete transfer request within fifteen (15) business days. If Paramount does not respond within that period, consent is deemed granted.

A one-time transfer fee of ninety-nine dollars (\$99), payable by the new owner, applies and is charged upon approval of the transfer. The new owner must establish a payment method on file for recurring monthly charges before service continues.

Paramount reserves the right to re-verify roof square footage and pricing band upon transfer, and the new owner may be enrolled at the then-current band for the verified square footage.

Transfer under this section is an exception to the eligibility requirements in Section 1. The new owner is not required to have received a qualifying service from Paramount.

Dispute Resolution

Governing law

This agreement is governed by the laws of the State of New Mexico, without regard to its conflict of laws principles.

Step 1, Negotiation

Any dispute arising under this agreement shall first be addressed through good-faith negotiation between the parties. The parties shall make commercially reasonable efforts to resolve the dispute through direct communication within thirty (30) days for residential customers and sixty (60) days for commercial customers.

Step 2, Mediation

If the dispute is not resolved through negotiation, the parties agree to submit the dispute to non-binding mediation administered by the American Arbitration Association (AAA) under its applicable Mediation Procedures, or by another mediation provider mutually agreed to by the parties in writing. Mediation shall take place in Albuquerque, New Mexico. Each party shall bear its own costs of mediation, and the mediator's fees shall be split equally. The mediation period shall not exceed thirty (30) days for residential customers or sixty (60) days for commercial customers, after which either party may proceed to Step 3.

Step 3, Binding Arbitration

IF MEDIATION DOES NOT RESOLVE THE DISPUTE WITHIN THE APPLICABLE MEDIATION PERIOD DESCRIBED IN STEP 2, THE PARTIES AGREE TO SUBMIT THE DISPUTE TO BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (AAA) UNDER ITS CONSUMER ARBITRATION RULES (FOR RESIDENTIAL CUSTOMERS) OR COMMERCIAL ARBITRATION RULES (FOR COMMERCIAL CUSTOMERS). ARBITRATION SHALL TAKE PLACE IN ALBUQUERQUE, NEW MEXICO. THE ARBITRATOR'S DECISION SHALL BE FINAL AND BINDING ON BOTH PARTIES. JUDGMENT ON THE ARBITRATION AWARD MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION.

ARBITRATION COSTS AND FEES SHALL BE GOVERNED BY AAA'S THEN-CURRENT CONSUMER ARBITRATION RULES FOR RESIDENTIAL CUSTOMERS AND COMMERCIAL ARBITRATION RULES FOR COMMERCIAL CUSTOMERS.

BY AGREEING TO THESE TERMS, YOU UNDERSTAND THAT YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL AND YOUR RIGHT TO HAVE DISPUTES RESOLVED IN COURT (EXCEPT AS PROVIDED IN THE SMALL CLAIMS COURT EXCEPTION BELOW).

Small claims court exception

Notwithstanding the arbitration requirement above, either party may bring an individual claim in a New Mexico small claims court if the amount in dispute is within the jurisdictional limits of that court.

Class action waiver

YOU AND PARAMOUNT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE CLAIMS OF MORE THAN ONE PERSON AND MAY NOT PRESIDE OVER ANY FORM OF REPRESENTATIVE OR CLASS PROCEEDING.

Attorney's fees

In any arbitration, court action, or other proceeding arising under or related to this agreement, each party shall bear its own attorney's fees, costs, and expenses, except that the arbitrator or court may award reasonable attorney's fees and costs to a party against whom a claim or defense is found to have been frivolous or brought in bad faith. This provision applies equally to Customer and to Paramount.

General Provisions

Entire agreement

These Terms, together with any signed estimate, service order, or payment authorization through which Customer enrolls in Paramount Care, constitute the entire agreement between the parties regarding the subject matter and supersede any prior or contemporaneous communications.

Relationship to other agreements

These Terms govern only the Paramount Care subscription service. Any other agreements between Customer and Paramount, including but not limited to roof installation contracts, repair contracts, and workmanship warranties, are governed by their own terms and remain separate from this agreement. In the event of a conflict between these Terms and another agreement on a matter unrelated to Paramount Care, the other agreement controls.

Severability

If any provision of these Terms is found to be invalid or unenforceable by a court or arbitrator of competent jurisdiction, the parties intend that the court or arbitrator shall replace such provision with the closest enforceable equivalent that preserves the parties' original intent. The remaining provisions shall remain in full force and effect.

No waiver

Failure by either party to enforce any provision of these Terms shall not constitute a waiver of future enforcement of that or any other provision.

Modifications

Paramount may update these Terms from time to time by publishing the revised version at the URL where these Terms appear and providing thirty (30) days' notice to active customers via email. For changes that materially and adversely affect Customer's rights, including changes to pricing, limitation of liability, dispute resolution procedures, or cancellation policies, Customer may cancel the subscription without penalty before the change takes effect by notifying Paramount during the notice period. Continued use of the service after the effective date of the revised Terms constitutes acceptance.

Notices

Notices to Paramount should be sent to:

Paramount Roofing

1380 Rio Rancho Boulevard SE #410

Rio Rancho, NM 87124

Phone: 505-615-0646

Email: office@paramountroofingnm.com

Notices to Customer will be sent to the email address or physical address on file. Notices are effective upon delivery if sent by hand or email, or three (3) business days after mailing if sent by mail.

For purposes of these Terms, "written notice" includes email, hand delivery, and physical mail. It does not include voicemail or phone calls.

For residential customers only, a phone call may initiate a cancellation request, in which case Paramount will follow up with written confirmation by email and that written confirmation establishes the date the written notice is deemed received.

It is the Customer's responsibility to keep contact information current. Paramount is not liable for notices sent to an email address or physical address that is no longer accurate if Customer has not updated their information.

Assignment

Customer may not assign or transfer this agreement without Paramount's prior written consent. Paramount may assign this agreement in connection with a merger, acquisition, sale of substantially all of its assets, or restructuring without consent.

Independent contractors

Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship between the parties.

Questions?

Call 505-615-0646 or email office@paramountroofingnm.com.

This document is the binding agreement between you and Paramount Roofing for the Paramount Care service. By enrolling, you confirm that you have read and accept these Terms.

If you have a complaint we have not been able to resolve, you may also contact the New Mexico Office of the Attorney General, Consumer Protection Division, at nmag.gov.

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