

ADDITIONAL TERMS AND CONDITIONS

The Owner agrees to remove or protect all personal property, inside and out (including, but not limited to carpets rugs, drapes, furniture, shrubs, plantings, pictures and other hanging objects). The Owner agrees that they have been advised of the possibility of significant amounts of dust, debris and vibration being created during the performance of the Contractor's obligation.

Should the proposed work require the removal, disturbance or transportation of asbestos or other hazardous substances, the parties acknowledge that such work requires special procedures, precautions and/or licenses, and is not within the scope of the Contractor's responsibilities. While the Contractor will attempt to identify such substances upon initial inspection, the Contractor makes no guarantee that these substances will be visible until existing roof materials are removed. Should the Contractor encounter such substances during work, the Contractor shall immediately stop work and allow the Owner to obtain a duly qualified asbestos and/or hazardous material Contractor to perform the work at the Owner's expense.

Unless specifically included in the Proposal, the Owner is responsible for obtaining all applicable Federal, State and County permits and approvals. Further, the Owner is responsible for all fees, dues, taxes, assessments and fines associated with compliance of Federal, State and County regulations. Whether the permits are obtained by the Owner or Contractor, the Contractor is not responsible for inspections that fail or for additional requirements imposed by the entity issuing the permit, due to conditions outside the scope of the Contractor's work.

Any fees, costs or expenses assessed or required by a local public entity will be charged to the Owner over and above the contract price. The Contractor shall not be responsible for any damage occasioned by the Owner or Owner's Agent, acts of God, earthquakes or other causes beyond the control of the Contractor. The Contractor assumes no liability for water damage that may occur due to changing weather conditions (i.e. rain or snow) during period of construction. The Contractor shall not be liable for damages or defects resulting from work done by subcontractors or other parties. In the event the Owner authorizes access through adjacent properties for the Contractor's use during construction, the Owner is required to obtain permission from the owner(s) of the adjacent properties for such. The Owner agrees to be responsible and hold the Contractor harmless and accept any risks resulting from access through adjacent properties.

The Owner agrees to pay the Contractor its normal selling price for all additions, alterations or deviations. No additional work shall be done without the prior written authorization of the Owner. Any such authorization shall be on a Change Order approved by both parties, which shall become a part of the Contract. Where such additional work is added to the Contract, it is agreed that the total price under the Contract shall be increased by the price of the additional work, and that all terms and conditions of the Contract shall apply equally to such additional work. Any change in specifications or construction necessary to conform to existing or future building codes, zoning laws or regulations of inspecting public authorities shall be considered additional work to be paid for by the Owner. If the quality of materials required under the Contract are so altered as to create a hardship on the Contractor, the Owner shall be obligated to reimburse the Contractor for additional expenses incurred. If the Owner or Owner's Agent furnishes material or performs labor on any portion of the work in progress, any loss to the Contractor that results thereof shall be charged to the Owner. Should the Owner cancel work after the Contractor has incurred charges to obtain permits or materials, the Owner shall reimburse the Contractor for any costs not recoverable by canceling or returning said items (such as processing or restocking fees or non-refundable special order materials.) Any changes made under this will not affect the validity of this document.

The Contractor agrees to complete work in a substantial and workmanlike manner. The Contractor is not responsible for:

- a) failures or defects that result from work done by others prior to, at the time of or subsequent to work done under this agreement;
- b) the Owner's failure to keep drains, gutters, downspouts, valleys and roof surfaces reasonably clear of debris and obstruction; or
- c) failure of the Owner to authorize the Contractor to undertake needed repairs or replacement of fascia, vents, defective or deteriorating roofing and roofing felt, sheathing rafters, structural members, siding, masonry, skylights, or flashing of any type. While the Contractor will make every effort to detect existing or potential problems with the aforementioned components, the Contractor shall not be liable for damages or defects resulting from failed components that appeared to be in good condition at the time of inspection. Should the Owner desire the replacement of any components that are determined by the Contractor to be in good condition, replacement must be specified in writing in the Contract or a Change Order. Unless specified in the terms of the Contract, any replacement of dry rot or structural damage will be at an additional cost added to the Contract price.

Normal re-roofing procedures may result in ponding of water due to pre-existing conditions. The Contractor is not responsible for correcting existing roof surfaces to eliminate ponding or collection of water unless included

in the Contract terms herein. The Contractor does not guarantee defects that occur as a result of said ponding. For framing imperfections, the Owner should contract a licensed Contractor before work begins.

Building codes require roofing materials to be nailed at least $\frac{3}{4}$ " into sheathing. Depending upon the thickness and integrity of the existing sheathing, occasional splintering can occur. While every effort will be made to prevent splintering, the Contractor is not responsible for any splintering which may occur, or for correcting said splintering.

Where colors are to be matched, the Contractor shall make every reasonable effort to do so using standard colors or materials, but does not guarantee a perfect match.

The Contractor shall pay all valid bills and charges for material and labor for the work outlined in the Contract, and will hold the Owner of the property free and harmless against all liens and claims of lien for labor and material filed against the property by third party vendors in connection with the work outlined in the Contract.

PAYMENT:

- Payment is due in full upon completion of the work authorized in the Proposal and/or Contract and/or Change Orders.
- All sales discounts require cash or check payment of the full amount due, and payment must be RECEIVED within 10 days of invoice date.
- If any payments are not made to the Contractor when due, the Owner shall pay the Contractor an additional charge of 2% of the amount of such payment.
- Payment is due in full upon completion of the work, NOT upon completion of the final inspection. If the Contractor must delay the inspection for 7 or more days after completion of work, the Owner may pay 90% of the amount due upon completion of work and the remaining 10% upon completion of the final inspection. However, should the final inspection then fail for reasons NOT caused by the Contractor, (i.e., the Inspector discovers an unpermitted building on the property), any unpaid fees are due immediately to the Contractor, and the Owner will be responsible for paying any additional fees required for reinspection.
- The Contractor shall have the right to stop work and keep the job idle if payments are not made when due.
- If the work shall be stopped for a period of five or more days, then the Contractor may, at the Contractor's option, demand and receive payments based on a percentage of all work executed and materials ordered or supplied.
- In the event of work stoppage for any reason, the Owner shall provide for protection of and be responsible for any damage or loss of materials on the premises.

CONTRACTOR WORKMANSHIP GUARANTEE: The Contractor will guarantee all workmanship for the duration of the Manufacturer's full material warranty period*. The Contractor will correct free of charge any water leaks occurring in the roof area on which work was performed under the Contract, provided it can be shown after investigation that:

- a) said leaks resulted from faulty workmanship used in the work;
- b) the Owner is not default of any payment due for the work; and
- c) the Owner has given the Contractor prompt notice of such leaks.

During the term of this guarantee, notice must be given promptly upon discovery of any defect or damage. It is understood and mutually agreed upon that this guarantee shall not be construed as covering any liability on the part of the Contractor to anyone for, and the Owner shall hold the Contractor harmless from and against any liability to anyone for damage to said building itself, the interior decoration thereof, or from the interference with or partial or total loss of use thereof, or any part thereof. This guarantee shall cover only faulty workmanship, and shall not extend to damage to the roofing caused by deferred maintenance, fire, extreme wind, lightning, hail, warping, earthquakes or distortion, settlement or defects in the roof deck upon which the roof is applied or rests; or injury caused to said roof by other parties by their actions which are beyond the control of the Contractor; or to leaks from flashing or parapet walls unless some were installed, applied or waterproofed by Contractor; or to leaks through skylights, air conditioning or fan units, vents, chimneys, gutters, carpentry work or other sheet metal installation, unless said materials or units have been installed or applied by the Contractor. It is further understood that the Contractor is not responsible for the maintenance of the tops of fire walls or parapet walls to prevent exterior staining, and is not responsible for any damage resulting from water backup which is a result of the accumulation of debris from sources other than the Contractor's work. This guarantee does not apply to faulty workmanship already covered by the manufacturer's warranty. This guarantee is not transferable or assignable. *Contractor's workmanship guarantee does not apply after Manufacturer's material warranty enters proration period (if applicable). See Manufacturer's material warranty for details.

It will be the duty of the Owner, his Agent or Tenant to ascertain with assurance that any leaks reported are entering through the areas covered by the agreement, and the cause of leakage is faulty workmanship of the Contractor and not from other causes or sources. In the event the Contractor's investigation proves the trouble is the result of causes other than leaks through the roof area covered by this agreement, there will be a charge to cover the cost of making the investigation.