

1. Contractors Right to Cancel. Owner understands that final approval of this contract rests with Contractor. In the event this contract is not approved by Contractor, any payment made hereunder shall be refunded to Owner and this contract shall be null and void and of no effect. Contractor's commencement of work as scheduled or Contractor's signature herein shall constitute approval of this contract by Contractor.

2. Contract, Plans, Specifications, Permits and Fees. The work described in this contract shall be done according to the plans and the plan specifications (if any) except in the case of conflict when the provisions of this contract shall have control over both the plans and the plan specifications. All required building permits will be obtained by Owner. All other charges, taxes, assessments, fees, etc., of any kind whatsoever, required by any government body, telephone or utility company or the like shall be paid for by Owner.

3. Installation. Contractor has the right to subcontract any part of, or all of, the work herein.

4. Financing. Financing available for reroof/roof replacement contracts totaling minimum of \$5,000 with the following terms:

- **50% due to schedule;**
- **Balance to be paid in 6 monthly payments; the first of said payments due upon completion;**
- **Remaining 5 payments automatically due on the same day each month.**

All payments are required to be made using check/ACH.

Financing agreement must be in writing between Contractor and Owner prior to start of project.

A pre-lien notice will be issued upon job completion.

5. Change Orders. Should Owner, construction lender, or any government body or inspector require any modification to the work covered under this contract, any cost incurred by Contractor shall be added to the contract price as extra work and Owner agrees to pay Contractor his normal selling price for such extra work. All extra work as well as any other modifications to the original contract shall be specified and approved by both parties in a written change order. All change orders shall become a part of this contract and shall be incorporated herein.

6. Owner's Responsibility: Owner is responsible for the following: (1) To see that all necessary water, electrical power, access to premises are provided on the premises. (2) To provide a storage area on the premises for equipment and materials. (3) To relocate and protect any item that prevents Contractor from having free access to the work areas such as but not limited to TV or radio antennas, vehicles, tools or garden equipment. In the event that Owner fails to relocate such items, Contractor may relocate these items as required but in no way is Contractor responsible for damage to these items during their relocation and during the performance of the work. (4) To obtain permission from the owner(s) of adjacent property(ies) that Contractor must use to gain access to the work areas. Owner agrees to be responsible and to hold Contractor harmless and accept any risks resulting from the use of adjacent property(ies) by Contractor. (5) To correct any existing defects which are recognized during the course of the work. Contractor shall have no liability for correcting any existing defects such as, but not limited to, dry rot, structural defects, or code violations. (6) To maintain property insurance with fire coverage.

7. Delays. Contractor shall not be held responsible for any damage occasioned by delays resulting from: work done by Owner's subcontractors, extra work, acts of owner or owner's agent including failure of owner to make timely progress payments or payments for extra work, shortages of material and/or labor, bad weather, fire, strike, war, governmental regulations, or any other contingencies unforeseen by Contractor or beyond Contractor's reasonable control.

8. Surplus Materials and Salvage. Any surplus materials left over after this contract has been completed are the property of Contractor and will be removed by same. No credit is due Owner on returns for any surplus materials because this contract is based upon a complete job. All salvage resulting from work under this contract is the property of Contractor.

9. Cleanup. Upon completion, and after removing all debris and surplus materials, wherever possible, Contractor will leave premises in a neat, broom clean condition. Any debris consisting of dust, dirt, or small bits of materials that settle into attics, garage areas, or any other area being worked over with open beam ceilings or no attic, is unavoidable and Contractor shall not be responsible for this cleanup. Contractor recommends that Owner lay out drop cloths to protect such areas wherever Owner discovers debris infiltration.

10. Advertising. Owner hereby grants to Contractor the right to display signs and advertise at the job site for the period of time starting at the date of signing of this contract and continuing uninterrupted until fourteen (14) days past the date the job is completed and payment in full has been made. Owner grants Contractor the right to publish the project street address on a "references" list which may be given to prospective customers.

11. Concealed damage & dry rot. Contractor will inform Owner of any visible dry rot or other sub-roof deterioration which is concealed and is discovered during the course of the work. Contractor is not responsible to repair any such discovered deterioration and any work done by Contractor to remedy such discovered deterioration will only be done as extra work to be added to the final contract billing.

12. Termites, Pests & Hazardous Substances. Owner understands that Contractor is not qualified or licensed as an inspector or abatement contractor for Hazardous Materials (as defined by the government), or for Pests (including Termites). Should any such hazardous substances or Pest be suspected to be present on the premises, it is the Owners' responsibility to arrange and pay for inspection and abatement. Contractor cannot certify or warrant your building as being free of hazardous substances or pests.

13. Right to Stop Work and to Withhold Payment on Labor and Materials. If any payment is not made to Contractor as per this contract, Contractor shall have the right to stop work and keep the job idle until all past due progress payments are received. Contractor is further excused by Owner from paying any material, equipment and/or labor suppliers or any subcontractors (hereinafter collectively called "suppliers"), during the period that Owner is in arrears in making payments to Contractor for bills received during that same period. If these same "suppliers" make demand upon Owner for payment, Owner may make such payment on behalf of Contractor and Contractor shall reimburse Owner for this amount at such time that Owner becomes current with Contractor for all past due payments. Owner is responsible to verify the true amounts owed by Contractor to these same "suppliers", prior to making payment on behalf of Contractor. Owner shall not be entitled, under any circumstances, to collect as reimbursement from Contractor any amount greater than that exact amount actually and truly owed by Contractor to these same "suppliers", for work done or materials supplied on Owner's job.

14. Collection. Owner agrees to pay all collection fees and charges including but not limited to all legal and attorney fees that result should Owner default in payment of this contract. Overdue accounts are subject to interest charged at the rate of 10% per annum.

15. Legal Fees. In the event litigation arises out of this contract, prevailing party(ies) are entitled to all legal, arbitration, and attorney fees. The court shall not be bound to award fees based on any set, court fee schedule but shall if it so chooses, award the true amount of all costs, expenses and attorney fees paid or incurred. Any dispute that may arise between owner and contractor will be resolved through arbitration with the owner responsible for all legal fees.

16. Limitations. No action arising from or related to this contract, or the performance of this contract, shall be started by either party against the other more than two years from either the date of completion or the date of cessation of work under this contract. This limitation applies to all actions of any character. Negligent misrepresentation or unintentional concealment shall not extend this limitation.

17. Elastomeric Recoats. An Elastomeric Recoating is not a roofing system. A recoat only offers UV protection to existing roofing systems. Contractor is not liable for any leaks or damage of any kind after roof is recoated. Contractor is not responsible for the existing roof condition. **Contractor is not liable for damage to any property during application process due to overspray. It is solely the responsibility of the property owner to remove or cover any items that could be damaged as a result of overspray.** If Contractor offers a warranty to owner, warranty only applies to product as stated in manufacturer's warranty and workmanship that relates directly to the recoat application. Elastomeric coatings are not water proofing membranes.

19. Polyurethane Foam Roof Systems. Polyurethane Foam Roof Systems provide an estimated R-factor of 6.7 and a K-factor of 0.148 based on a one inch in thickness. The application of foam is applied at approximately one inch in thickness with a quarter inch variance. All low slope roofs will be susceptible to ponding. Contractor will not be held responsible for building settling or movement; nor for damage caused by birds. **It is solely the responsibility of the property owner to remove and/or cover any items that could be damaged as a result of overspray or any product applied within but not limited to two hundred feet in distance from edge of application area.**

20. Roof Leaks. Owner to advise Contractor of any warranty repairs due in writing. See final warranty(ies) for such requirements.

21. Additional Exemptions. It is solely the responsibility of the owner to have any items on or around roof area moved. Items include but are not limited to satellite dishes, air cooling systems, antennas, etc. Contractor is not responsible for adjustment to any items moved and/or shifted during maintenance and/or reroofing. It is recommended that the owner contact the service provider for any reinstallation or adjustment of equipment on or around roof area. The owner is responsible for those inspections and fees. This includes but not limited to air cooling systems, electrical lines, plumbing, TV or radio antennas or dishes, etc. is recommended following the roof maintenance and/or reproofing that those items be inspected by a qualified serviceman. Contractor is not responsible for the condition of any removed or adjusted items listed above.