



[Company Name]

Building Located at:

[Company Address]

RoofScan Lifetime Workmanship Warranty and Preventative Maintenance Agreement

[Company Name]

Building Located at:

[Company Address]

Phone: [Company Phone]

Fax: [Company Fax]

Attention: [Related To]

Overview:

A professionally-maintained roofing system is shown to have a service-lifetime up to 25% longer than an “install it and forget it” approach: here’s how we go about providing that service.

Roof Sections Covered:

(add drawing with building address and square footage here)



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Stage I

Certified Aerial Infrared Thermographic Imaging Scans: (2 times per year)

- Aerial certified infrared thermographic imagery scan is to be performed two times per year to detect the presence of any moisture in the new roofing system, once after snow melt in spring (between March and June) and once prior to snowfall (between July and November), typically we attempt to space the inspections apart by about five or six months to capture any differences in roof performance between inspections.
- Provide Certified Infrared Thermographic Imagery Inspection Reporting including the certified infrared thermographic images, a computer assisted design (CAD) drawing indicating any problem areas as inferred from the infrared thermographic data in a report format to be provided electronically to client.
- Provide aerial photography in high-format resolution with 21.4 megapixel ultrasonic aerial-optimised and gyroscopic-stabilized platform capture technology. This imaging will provide ponding-water and overall-condition data as we can see the amount of water left standing on the roof surfaces as well as provide insurance-company asset tracking information to document your attention to maintaining the roofing systems installed. (This tracking data is extremely important if you ever wish to maintaining your loss-coverage from a roof leak, which typical insurance policies exclude in “seepage over time” exclusion clauses. The ability to document a leak-free condition within the last roof inspection will allow you to make a valid insurance claim a new roof leak with less fear that they will reject it for lack of evidence.)
- Document any indicated areas of moisture in the roofing system, areas of standing water, areas with apparent damage or other problem areas on a CAD roof map for the visual (physical) roofing inspection segment of this maintenance agreement. This provided information will allow for a comprehensive examination of the areas during the physical on-roof inspection which might otherwise not be afforded additional attention.



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Stage II

Physical On-Roof Nuclear Hydrogen Detection Survey: (2 times per year)

- Verify all aerial imaging infrared thermography using a Certified Cesium 137 Nuclear Radioisotopic Thermalization detection gauge by a licensed operator which will non-destructively test and verify moisture presence and concentrations in the underlying roof insulation.
- Provide a CAD overlay in a 10'x10' grid format which depicts actual hydrogen atom detection with count-readings as indicated by the licensed nuclear gauge operator. In areas where the aerial infrared thermographic imagery implies moisture-containing materials against the original aerial infrared thermographic imagery layout This grid layout will be performed in areas of probable moisture detection based on the aerial infrared thermographic imagery scan.
- In all remaining areas of the roof where no probable moisture containing materials are present based on the aerial infrared thermographic imagery scan, perform nuclear hydrogen detection in random patterns at no less than one reading per 1,000 square feet of roof area.
- All nuclear hydrogen detection surveying will be performed in accordance with Roof Consultants Institute protocol for NHD surveying per "Standard Practice for the Detection and Location of Latent Moisture in Building Roofing Systems by Nuclear Radioisotopic Thermalization" Roof Consultants Institute.



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Stage III

Physical On-Roof Visual Condition Survey: (2 times per year)

- Visually examine the roofing system, membrane, flashings, sheet-metal components, drainage systems and penetrations and document all conditions with proper photographic evidence.
- Inspect the parapet walls and other penetration flashings and any areas in need of repair shall be documented and marked for repair.
- Perform physical verification of moisture presence in areas of suspected moisture containing materials based on both the Infrared Thermographic Imagery Scan and the Nuclear Radioisotopic Thermalization Survey by means of physical sample testing and including a physical moisture meter conductivity test in each sample. Document in CAD format overlay on the RoofScan report.
- Physically mark areas of confirmed moisture-containing materials to include “Damp” areas and “Wet” areas for remediation work with different color marking agents.

Building Exterior:

- General Condition: Inspect all areas for signs of leaks and/or deterioration.
- Walls: Inspect for deterioration, missing mortar and stains in walls indicating possible leaks and check for cracking, splits and mortar integrity. Mark and document for replacement any damaged, loose or cracked areas. Caulk joints if necessary.
- Roof Edge, Coping Caps or Gravel-Stop as seen from surface-level: Document and mark any broken, missing or deteriorated areas. Visually check for unfastened surfaces or wind-damaged uplifts in cleat areas or mortar joint damage at junctions.
- Fascia: Inspect all surfaces for deterioration, wind-damage, overlap and alignment faults or sealant failures.
- Exterior drainage conductors and collector box units, emergency overflow drainage, scuppers and the runoff management controls including sewer junctions or exterior runoff and retention ponds: verify all connections and joints appear watertight, fasteners are secure and emergency drainage appears unused.



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Building Interior:

- General Condition: Inspect all areas for signs of leaks and/or deterioration.
- Walls: Inspect all surfaces for signs of leaks and/or deterioration.
- Underside of Decking: Inspect for stains, discoloration, spalled or rusted surfaces.
- Ceilings: Inspect for evidence of staining.

Field of Roof:

- General Condition: Remove any debris such as leaves, small branches, dirt, rocks, etc. that have accumulated.
- Surfacing: Inspect for general condition, construction debris etc. Ensure that walkway pads are placed at roof entry areas and at rooftop equipment access panels where needed and access is frequent.
- Laps: Inspect condition of membrane laps if applicable.
- Dimensional Stability: Visually inspect for evidence of fastener failure, adhesion-failures, delaminations, seam failure or any other condition. Inspect for “telegraphing” of insulation instability or warping.

Drainage System:

- General Condition: Ensure Water freely flows unobstructed from the roof.
- Gutters, Scuppers, Downspouts, Drains: Remove any debris from inside and the surrounding area and make sure that strainers and clamping rings are secure.

Perimeter / Flashings:

- General Condition: Inspect attachment to make sure it remains watertight. All metal work should be caulked and watertight.
- Base Flashing: Inspect for adequate fastening at top of the flashing. Check attachment to the substrate. Inspect vertical flashing end laps and horizontal laps at membrane.
- Counterflashing: Counterflashing Ensure that the counterflashing is well secured and that the masonry or caulk seal on the reglets and watertight seals remain in good and watertight condition.

Roof Top Units:

- General Condition: All roof penetrations are prone to leaks. All units should be installed using



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compatible roof materials and should be properly flashed. Proper clearances should be maintained between the roof surface and the bottom of access panels, doors, rooftop units and other penetrations.

- HVAC: Check condensation lines for positive drainage. Ensure they are flowing freely to roof drains. Condensation lines should rest on wood blocks or rubber supports and never directly on the roof surface. Ensure equipment is in good condition and working properly. Ensure that protection/walkpads are installed around perimeter of equipment that requires frequent maintenance.
- Equipment Supports, Satellite Dishes, Signs, Antennas, etc: Ensure all heavy equipment is properly supported on vertical curbs. All vertical curbs should be properly flashed and covered with a metal cap and protection/walkpads should be installed below all lightweight horizontal wood equipment supports.
- Lightning Protection: Should not penetrate the roof surface. Ensure there are no overly loose or dangling cables.
- Equipment Flashing: Ensure equipment base flashings are secure, watertight and counterflashed.

Penetrations:

- General Condition: ensure that exhaust fats, petroleum or other chemicals or contaminants do not directly contact the roof. Document any chemicals or service fluids that come into contact with the roofing system.
- Pipes and Vents, Penetration Pans: Inspect the lap at membrane and vertical lap. Ensure that the top to the flashing is secured and sealed properly. Inspect all pipe penetrations and mark for removal any abandoned penetrations.
- Pitch Pockets: top-off with compatible sealer as necessary to maintain watertight condition.

Expansion Joints:

- Expansion Joints: A structural separation between two building elements that allows free movement between the elements without damage to the building or roofing system. Check for excessive movement or deterioration. Check all end laps and repair or replace lap splice as necessary.



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Stage IV

Correction or Remediation of Defects:

- Minor repairs and upgrades may be performed at no cost according to the inspector's discretion, however upon observing deficiencies in the roof system, inspector shall physically mark on the roofing surfaces and alert the building owner. Any repairs may be made on site if possible or scheduled for a separate date, both of which will occur on a time and materials basis of \$70 per manhour plus the cost of materials.

Warranty: This Scope of Work will Upgrade Current Warranty to a Lifetime Non-Prorated All American Golden Pledge Warranty (Labor and Workmanship)

Investment Amount:

Per Inspection Fee: \$



[Company Name]

Building Located at:

[Company Address]

CONTRACT

OWNER: [Company Name]

ADDRESS:

[Company Address]

PHONE NUMBERS: [Company Phone]

E-MAIL: [Business Email]

PROJECT LOCATION ("Jobsite"):

[Company Address]

This Contract ("Contract") is effective as of the _____ day of _____ 2015, between the Owner identified above (the "Owner") and Roofed Right America LLC ("Contractor", together with Owner, the "Parties") who hereby agrees that all Work specified below shall be performed by the Contractor in accordance with all the provisions of this Contract, consisting of the following "Contract Documents":

This Contract

Exhibit "A" Scope of Work, Drawings, and Technical Specifications

Exhibit "B" Payment Schedule

Exhibit "C" Work Schedule

Exhibit "D" General Conditions

1. WORK TO BE PERFORMED: Except as specified elsewhere in the Contract, Contractor shall furnish all labor, materials; tools; supplies; equipment; transportation; supervision; and other services and shall perform all operations necessary and required to: Perform the roofing services specified in the above scope of work

The construction and services necessary to complete the scope briefly described above and more particularly on Exhibit A to the Contract shall be known as the "Work." Contractor does not provide engineering, investigative, consulting or architectural services. It is the Owner's responsibility to retain a licensed architect or engineer to determine proper design. If plans, specifications, or other design documents have been furnished to Contractor, Owner warrants that they are sufficient and conform to all applicable law and building codes. Contractor is not responsible for any loss, damage or expense due to defects in plans or specifications or building code violations unless such damage results from a deviation by Contractor from the Contract Documents.

1. COMPENSATION: As full consideration for the performance by Contractor of this Contract, Owner shall pay to Contractor compensation in the amount of \$ (as it may be adjusted by Change Orders, the "Contract Price") in accordance with the Payment provision of Exhibit D and the attached Payment Schedule.

This Contract embodies the entire agreement between Owner and Contractor and supersedes all other writings. The Parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding not set forth herein.



[Company Name]

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OWNER: [Related to] as an authorized signer for [Company Name]

Authorized Signature: _____

Print Name: _____

Print Title: _____

CONTRACTOR: Roofed Right America LLC

Authorized Signature: _____

Print Name: _____

Print Title: _____

ROOFED RIGHT AMERICA LLC

EXHIBIT "A" TO CONTRACT SCOPE OF WORK, DRAWINGS, AND TECHNICAL SPECIFICATIONS

Scope of Work

As detailed in the above scope of work

Drawings and Technical Specifications

Drawings and Details are Attached

ROOFED RIGHT AMERICA LLC

EXHIBIT "B" TO CONTRACT PAYMENT SCHEDULE

Owner and Contractor agree that Contractor shall invoice Owner for Work completed and materials installed and/or delivered as follows:

Progress Payments:

1. One Time Setup Fee of \$ _____ due upon contract acceptance;

Annual Billable Fee per Roofed Right America LLC Inspection Fee Matrix, recalculated annually and increased by the rate of inflation in labor, materials and fuel costs. Matrix attached to this agreement for the current year. Updated matrix is emailed to clients as changed.



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\$ after each inspection takes place,

Price of inspection fee is set according to current price matrix and updated prices are sent to Owner via email upon changes in the Matrix. Owner shall make payment within five (5) business days of delivery of the invoice.

ROOFED RIGHT AMERICA LLC

EXHIBIT "C" TO
CONTRACT
WORK SCHEDULE

Work is to be completed by ____/____/2015

ROOFED RIGHT AMERICA LLC

EXHIBIT "D" TO
CONTRACT
GENERAL CONDITIONS

Relationship of the Parties. Contractor's relationship to Owner is that of an independent contractor. The Contract Documents create a contractual relationship between Owner and the Contractor and shall not be construed as constituting a joint venture, partnership, or any other relationship between them, nor shall they be construed as creating any relationship whatsoever between Owner and Contractor's employees or subcontractors or suppliers. Owner recognizes the relationship of trust and confidence established between it and Contractor. Owner agrees to deal with Contractor in a professional manner and to communicate, cooperate, and expeditiously reconcile any matter that may affect the proper execution and timely completion of the Work.

Work. Contractor agrees to fully execute the Work described in the Contract Documents and reasonably inferable by Contractor as required to produce the result intended by the Contract Documents. Contractor is responsible for, and shall have sole control of the construction methods, sequences, and coordination of the Work, unless expressly stated to the contrary.

Commencement of Work. Owner warrants that the structures on which Contractor is to work are in sound condition and capable of withstanding normal activities of roofing construction, equipment, and operations. Contractor's commencement of the roof work indicates only that the surface of the deck appears satisfactory to Contractor for the attachment of roofing materials. Contractor is not responsible for the construction, undulations, or structural sufficiency of the roof deck or other trades' work or design.

Construction Materials. All materials and work shall be furnished in accordance with normal industry tolerances for color, variation, thickness, size, weight, amount, finish, texture and performance standards. Excess materials delivered to job site and/or materials not physically attached to the structure after Substantial Completion of the work contemplated by this Contract shall remain the property of Contractor.

Material Cost Escalation. Steel products, asphalt, polyisocyanurate and other roofing products are sometimes subject to unusual price volatility due to conditions that are beyond the control and anticipation of Contractor. If there is a substantial increase in these or other roofing materials between the date of this Contract and the date when Work commences, Contractor will provide notice to Owner, and the Parties shall execute a Change Order pursuant to Section 14 of this Contract.

Access to Work and Jobsite. The Owner, at Owner's cost, shall facilitate access of the Contractor to the Jobsite. Water for construction and electric power will be furnished by Owner without cost to Contractor. Storage of materials and storage of Contractor's equipment shall also be provided by Owner.

Owner agrees to disconnect any plumbing, gas, electric, or other utilities required for Contractor to perform the Work. Owner will indemnify Contractor from personal injury and other claims and expenses if Owner fails to turn off power so as to avoid injury to Contractor's personnel or resulting from the presence of concealed electrical conduit and live electrical power. Contractor is not responsible for costs of repair or damages, including disruption of service, resulting from damage to undisclosed or concealed electrical or other utility lines.

Insurance. Contractor shall maintain workers' compensation, automobile liability, commercial general liability and such other insurance as required by law. Contractor will furnish a Certificate of Insurance evidencing the types and amounts of its coverage, upon request. Owner shall maintain homeowners' or property insurance covering all physical loss expressly including, but not limited to, coverage for collapse, fire, wind damage, theft, vandalism and malicious mischief, naming Contractor as additional insured.



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Owner assumes risk of loss during construction, except for the intentional acts of Contractor, its subcontractors or employees.

Environmental Hazards. Contractor is not responsible for any environmental hazards identified or released at Jobsite. Owner acknowledges that hazardous materials may be released by Contractor during the normal course of Contractor's work. Such hazardous materials may include, without limitation, mold, dust, chimney soot, creosote, and other particulate that may or may not become airborne. Owner expressly acknowledges ownership of any waste generated at the Jobsite, whether or not such waste contains hazardous materials. Except to the extent of the Contractor's negligent or intentional acts or omissions, Owner shall be solely responsible for all risk, shall indemnify and hold Contractor harmless and free of liability, and shall bear the costs of any removal or correction of environmental materials at the Jobsite.

Asbestos. This Contract is based on Contractor not discovering or coming into contact with asbestos-containing materials ("ACMs"). Contractor is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of ACMs. Contractor shall be compensated for additional expenses resulting from the presence of ACMs. Owner agrees to indemnify Contractor from and against any liability, damages, loss, claims, demands or citations arising out of the presence of ACMs.

Noise, Fumes and Emissions. Owner is aware that roofing construction produces noise and roofing products emit fumes, vapors and odors during the application process. Some people are more sensitive to these noises and emissions than others. Owner shall hold Contractor harmless from claims from third parties relating to noise, fumes and odors that are emitted during the normal roofing process.

Jobsite Conditions. If the conditions encountered at the Jobsite are (a) conditions materially different from those indicated in the Contract Documents; or (b) unusual or unknown conditions materially different from those ordinarily encountered or generally recognized as inherent in the Work provided for in the Contract Documents, the Contractor shall stop Work in the affected area and give prompt notice of the condition to the Owner. The Contractor shall not be required to perform any Work relating to the unknown condition without the written mutual agreement of the Parties. Any change in the Contract Price or Contract Schedule shall be determined as outlined in the section herein titled Changes.

Safety. Contractor is not responsible for the safety of persons on the roof other than its subcontractors and employees. Owner agrees to indemnify and hold Contractor harmless from claims for personal injury by persons or entities that Owner has allowed or authorized to be on the roof.

Payment. Owner shall timely make all payments required by this Contract and the attached Payment Schedule. Time is of the essence as to all terms of payment. Owner agrees that, in addition to other remedies available to Contractor, if payment is not timely made, Contractor shall be entitled to a service charge of 1.5% per month on all past due amounts, plus, if not contrary to any law, all costs of collection including actual attorneys' fees. Contractor shall furnish lien waivers to Owner at the time each Progress Payment and the Final Payment is made to Contractor for the proportionate value of all labor and materials ordered or delivered as of the time the payment is made. Final Payment shall constitute acceptance and approval of all Work, and a waiver of all claims by Owner, except those arising from liens or the warranty included in this Contract. No retention shall apply to any of the work.

Changes. Contractor may request or the Owner may order changes in the Work or the timing or sequencing of the Work that impacts the Contract Price or the Contract Schedule. All such changes shall be memorialized in a written Change Order to be signed by the Parties prior to Contractor's commencement of any new work. For changes in the Work, Owner and Contractor shall negotiate an adjustment to the Contract Price or the Contract Schedule in good faith and conclude negotiations as expeditiously as possible. Contractor shall be entitled to add a markup to Change Orders of 10% for overhead, supervision, and profit. Where Contractor seeks input and information from Owner prior to issuing a Change Order, Owner shall use reasonable efforts to respond to Contractor's request for information within two (2) business days. Acceptance of a Change Order by Owner shall not be unreasonably withheld.

Work Stoppage. Should work be stopped by any public authority or the Owner for more than thirty calendar days, Contractor may terminate this Contract and collect for the value of all work completed and materials ordered as of the date work is stopped, plus Contractor's anticipated profit under this Contract. Owner's failure to sign Change Orders or Owner's refusal to make Progress Payments, or any other cause beyond Contractor's sole control, shall also be cause for work stoppage by Contractor.

Delay. Work shall be completed within the number of working days stated in this Contract and the Contract Schedule, unless delay occurs due to work stoppage, adverse weather conditions, labor disputes, changes by Owner, work performed by Owner (or Owner's separate contractors) or governmental authorities, unavailability of materials or supplies, unavoidable casualties, accidents, environmental hazards, Owner's failure to make payments as required by this Contract, or any other cause beyond Contractor's sole control. Any such delay shall extend the time of performance or, at Contractor's option, terminate this Contract if the cause of the delay cannot be resolved within thirty calendar days. Where Contractor elects to extend performance, Contractor shall also be entitled to additional payment to reflect any increased cost of labor and/or materials. Contractor will give notice to Owner of delay and any adjustment to time of performance or cost of the work necessitated by the delay.

Disputes. These Conditions shall be deemed to have been made in and governed by the laws of the State of Wisconsin. Any legal suit or action with regard to these Conditions or the Work hereunder may, at Contractor's option, be venued in a Wisconsin Circuit Court for the county in which the Jobsite is located or in the Milwaukee County Circuit Court. Contractor may also, at Contractor's sole discretion, elect arbitration and/or mediation in place of civil litigation, without regard to whether litigation has been commenced by Owner. If arbitration is selected by Contractor and an Arbitrator cannot be agreed upon, Contractor can petition Circuit Court for same. No matter which method of dispute resolution is selected, Contractor shall be entitled to recover attorney's fees and costs incurred in prosecuting, defending, or collecting



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from any dispute with Owner.

Warranty. Contractor warrants that all materials and equipment shall be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. The Contractor further warrants that the Work shall be free from material defects not intrinsic to the design or materials required in the Contract Documents. The Contractor's warranty does not include remedies for defects or damages caused by normal wear and tear, use for a purpose for which the Work was not intended, improper or insufficient maintenance, modifications performed by the Owner, or abuse. Contractor shall assign and provide to Owner all manufacturers' warranties which apply to products, equipment, systems, or materials incorporated into the Work. Any products, equipment, systems, or materials which are covered by a manufacturer's warranty shall be covered exclusively by that warranty. Contractor's warranty as set forth above shall commence on the date Contractor receives final payment and run for a period of twelve (12) months. This warranty will not apply to the Work if Contractor does not receive Final Payment from Owner. The warranty period is not extended by Contractor's correction of defective work. If Owner discovers any defect to which Contractor's warranty applies, Owner shall notify Contractor in writing, identifying the defect and relevant Contract requirement which has been violated, within fourteen (14) days of Owner's discovery of the defect. Contractor shall promptly correct the defect at its own time and cost and bear the expense of additional services required for correction of the defect. If Owner does not provide Contractor notice of a defect within fourteen (14) days of discovery or does not permit Contractor the opportunity to test or correct the defect as reasonably requested by the Contractor, Owner waives the Contractor's obligation to correct the defect.

Indemnification. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Owner and its employees from all claims for bodily injury or property damage, other than to the Work itself and other property insured, including reasonable attorneys' fees, costs and expenses, that may arise from the performance of the Work, but only to the extent caused by the negligent acts or omissions of the Contractor and its employees, subcontractors, and material suppliers. The Contractor shall be entitled to reimbursement of any defense costs paid above the Contractor's percentage of liability for the underlying claim to the extent provided for in this subsection. To the fullest extent permitted by law, the Owner shall indemnify and hold harmless Contractor and its employees, subcontractors, and material suppliers from all claims for bodily injury and property damage, other than property insured, including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of work by the Owner, but only to the extent caused by the negligent acts or omissions of the Owner or its employees. The Owner shall be entitled to reimbursement of any defense costs paid above the Owner's percentage of liability for the underlying claim to the extent provided for in this subsection.

Termination of Contract. In the event of cancellation of the Contract by the Owner, Contractor shall receive compensation from the Owner for all costs of labor and materials and all other expenses incurred through that date plus Contractor's anticipated profit under the Contract. Contractor may unilaterally terminate this Contract at any time for any reason, including, without limitation, Owner's failure to timely pay and Owner's failure to timely make decisions relative to the Work. Owner shall remain obligated to pay Contractor for the value of all Work completed and materials ordered as of the date of termination, plus Contractor's anticipated profit under the Contract.

Impairment of Credit. If the Owner is or becomes insolvent, or is unable to pay its debts as they mature, or files or has filed against it a bankruptcy, insolvency, or similar petition, or fails to pay any debt arising hereunder to Contractor on time, or if Contractor in good faith doubts the ability of the Owner to pay, Contractor may, at its option, either: (a) terminate the work at any time thereafter, and Owner shall thereupon pay for all work performed on a pro-rata basis plus all lost profit; or (b) discontinue work until such time as the Owner has paid Contractor in full for work performed, has agreed to pay Contractor for any additional costs incurred because of such discontinuance, and upon such other terms or conditions as may be imposed by Contractor to ensure the payment for the work.

Protection of Personal Property and Jobsite. Owner agrees to remove or protect any personal property inside and outside the Jobsite. Contractor shall make reasonable efforts to avoid damage to existing property. Contractor will make every effort to keep debris and dust down to a bare minimum. Contractor is not responsible for housecleaning or damages sustained to Owner's personal property during normal construction activities.

Publicity. Owner agrees to allow Contractor to display construction signs at the Jobsite, and to use Owner's name or logos in advertisements, news releases, professional or trade papers or presentations, list of references, lead sheets or other types of publicity, and to otherwise disclose the existence or content of the Contract.

Contract Interpretation. The Contract Documents and subsequently issued Change Orders are essential parts of this Contract, and a requirement occurring in one is binding as though occurring in all. In resolving conflicts, discrepancies, or errors the following order of precedence shall be used: (a) the Contract (including modifications by Change Order), (b) these General Conditions, and (c) the drawings, plans or specifications, or (d) the other documents comprising the Contract Documents.

Non-Waiver. Failure by Contractor to insist upon strict performance of any terms or conditions of this Contract or failure or delay in exercising any rights or remedies provided herein or by law shall not be deemed a waiver of any right of Contractor to insist upon strict performance hereof or any of its rights or remedies in the future.

Severability. The provisions of this Contract are severable. If any provision shall be determined to be illegal or unenforceable, such determination shall have no effect on any other provision hereof, and the remainder of the Contract shall continue in full force and effect so that the purpose and intent of this Contract shall still be met and satisfied.

Survival. All terms, conditions and provisions of this Contract, which by their nature are independent of the period of performance, shall survive the cancellation, termination, expiration, default or abandonment of this Contract.



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Infrared Thermographic Imagery Disclaimer: All-American Roofing LLC, a subsidiary of All-American Construction Services LLC will only provide the infrared thermographic scanning inspection service according to the in-house infrared thermographic survey procedure. The analysis report is only for internal reference of the client. All-American Roofing LLC will not be responsible for any legal duty and responsibility so caused by the analysis report. The client accepts full responsibility for any legal duty. The total liability of All-American Roofing LLC under this contract agreement shall be limited to the inspection area where infrared thermographic scanning took place. Except as set out herein, All-American Roofing LLC shall be under no liability whatsoever to the Client for any loss, expense or damage howsoever caused, whether in contract or in tort or pursuant or any Statute, Rule or Regulation of otherwise, and whether such loss, expense or damage resulted from any act or omission or advice, including any negligent act or omission or advice given by All-American Roofing LLC.

Client hereby agrees to indemnify, defend, and hold harmless All-American Roofing LLC against all claims, damages, suits, penalties, fines, and liabilities for injury or deaths to persons, loss or damage to property arising out of or related to and failure by All-American Roofing LLC by or through infrared scan to detect electrical equipment failure on equipment owned by Client or any other equipment. I have read and understand the program's terms and conditions set forth in this agreement, and I agree to abide by those requirements, releasing All-American Roofing LLC of any liability in their performance of an infrared scan at the above facility.

Client should be aware that the Technicians performing the service have other job assignments and may be called away during emergencies. Areas to be surveyed must be clear of obstructions. The Technicians will not move equipment or material to obtain a clear view or access to the subject equipment. It may be necessary to open panels on metal enclosed main service entrances to identify specific components generating heat. The Client should have a qualified facilities person or an electrician available to perform this task. The heat the camera sees is created by current flowing through a resistance. The subject equipment must be energized and carrying at least normal load to register on the camera. If during the survey the Technicians discover an extreme hot spot they may advise an immediate reduction in load or de-energizing the subject components. If an extreme hot spot is located at the transformer and poses an immediate safety risk or equipment damage Client will be notified immediately so proper measures may be undertaken. I understand that All-American Roofing LLC makes no guarantees, expressed or implied, as to its findings or lack of finding defective customer equipment by use of infrared scan. Client hereby acknowledges sole responsibility for the maintenance and up-keep of the above facilities electrical equipment.

LIEN NOTICE

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, ROOFED RIGHT AMERICA LLC HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDING IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED ROOFED RIGHT AMERICA LLC, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY CALENDAR DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER WILL PROBABLY RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. ROOFED RIGHT AMERICA LLC AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.