



Maintenance Agreement:

This agreement made the _____ day of _____, 20____,

by and between "Test Roofing", (hereinafter referred to as "The Contractor") and

_____, (hereinafter referred to as "The Client")

Scope of work:

The contractor and client agree to the terms and conditions listed below regarding work to be performed:

First Time Maintenance:

Contractor will provide an initial assessment of the Clients roof and advise if the roof is a good candidate for ongoing maintenance. Roofs that are in **poor condition**, have **poor quality repairs**, or are in **need of replacement** are **NOT** good candidates for ongoing maintenance. Roofs that are good maintenance candidates are in fair/good condition, or can be **upgraded** to fair/good condition after repairs are completed.

After the initial assessment, the Contractor will provide a quote to address all issues regarding maintenance items, and roofing issues (If applicable). Once the quote is approved, the work performed by the Contractor will be considered a "First Time Maintenance". The purpose of the "First Time Maintenance" is to bring the roof to a standard that can be maintained on an annual (Once a year), or semi annual (Twice a year) basis.

Dry Weather/Wet Weather Service

When multiple maintenance visits a year are required, they will be separated into **dry weather service** and **wet weather service**. A dry weather service includes all work in this agreement that cannot be performed in the rain, and is generally a bigger cost only done once per year. A wet weather service is a single service for clearing drains and removing debris, and can be performed as many times per year based on the Clients needs. The purpose of ongoing maintenance is to help prevent **common roof leaks** from occurring in the roof system. The maintenance program helps address common leaks due to the Contractor:

Clients Initials _____

Contractors Initials _____

- Inspecting and clearing roof drains
- Rust proofing galvanized metal
- Inspecting and sealing B Vent collars
- Inspecting and sealing roof penetrations as required
- Temporarily sealing failures and quoting for repairs

The Contractor does not guarantee the Clients roof will not leak, but does warranty repair and maintenance work performed by the Contractor. **The Contractor and the Client agree that ongoing maintenance will NOT completely stop a roof from leaking, but will stop easily preventable leaks from occurring. Contractor is not liable for ANY type of roof leak.**

Mistreatment of Roof and Poor Work:

The Contractor will note all poor quality work and mistreatment of roof to the Client. If possible, and with approval of the Client, the Contractor will temporarily seal poor work and quote for a proper repair.

Drain Inspection and Clearing:

The Contractor will inspect all roof drains and gutters. The Contractor will temporarily seal drains, if required. The Contractor will clear drains of debris. If a drain is clogged, the Contractor will try to clear it with a reasonable amount of effort. If the Contractor cannot clear the drain, the Client will be informed to hire a plumbing contractor. The Client agrees the **Contractor is not liable** for drains getting clogged after a maintenance visit due to the roof receiving **constant debris**. The Client agrees the Contractor is not liable for clogged drains after the Contractor informs them of the requirement for a plumbing contractor. **Gutter drains** in excess of **25'** will require an additional quote for clearing.

Rust Proofing:

Galvanized metal on roofs will be painted by the Contractor. If the metal is already painted but thinning, the Contractor will recoat. The Contractor uses a "Rust Proof Paint" to help slow down the growth and spread of rust. The Contractor does not guarantee rust will not form, or that rust will not continue to spread. The Client agrees that painting will help prevent and inhibit rust, but not completely stop it. If the Client requires perimeter metal flashings to be painted, the Contractor will provide an additional quote to be approved.

B Vents and Penetrations:

The Contractor will inspect the collars of B Vents and seal with an appropriate caulking, if required. The Contractor will inform the Client of B Vents that require replacement due to rust, corrosion or age. If a B Vent requires replacement, the

Clients Initials _____

Contractors Initials _____

Client will contact a qualified heating contractor to perform the work. The Contractor will seal up to **5 B Vent collars** per dry weather visit, if required. Contractor will also seal up to **5 roof penetrations** per maintenance visit, if required. If the Clients building is an **EPDM** or **TPO** roof, the Contractor will seal up to **5 plumbing vents** only, instead of 5 penetrations. **Penetration sealing does not apply to sloped roofs.**

Debris:

Contractor will clear up to **5 bags** of debris per maintenance. The Client agrees that debris removal is for prevention of clogging drains, and not for making a roof appear “spotless”. If there is more than 5 bags worth of debris on the roof, the Contractor will focus on clearing areas around the drains, and quote for removal of remaining debris, if advisable. Contractor **WILL NOT** remove:

- Snow
- Needles
- Debris contaminated with bird feces
- Grease
- Hazardous chemicals
- Debris contaminated with hazardous chemicals
- Dead animals
- Birds nests with eggs

Contractor will remove **loose** excess moss, but recommends a soft washing contractor for shingle roofs for a “spotless” look.

Failures Noted in Roof Maintenance:

Contractor will **temporarily** seal all noted roof failures as required, and supply the Client with a proper quote for a proper repair. If all noted failures cannot be sealed in one maintenance or if they cannot be temporarily sealed at all, the Contractor will inform client that the quote is urgent and needs approval. Contractor is **not liable** for temporarily sealed failures leaking until permanent repairs have been completed.

Payment:

The Contractor will give two base prices for both Dry Weather and Wet Weather Maintenances. The prices will fluctuate based on the material that was used as needed. The Contractor will contact the client for approval if material prices during the maintenance will exceed:

- \$150 for buildings under 4,000 square feet
- \$300 for buildings under 8,000 square feet
- \$500 for all buildings over 8,000 square feet

Clients Initials _____

Contractors Initials _____

Once the maintenance is completed, the Contractor will apply material prices to the base price, and invoice the client. Payment is required upon completion of work. The Client agrees to pay the amount owing once work has been completed.

Safety:

The Contractor has the right to refuse any unsafe work. The Contractor will use a hatch as the first option for roof access, if available. If a roof hatch is not available, the Contractor will use their own personal ladder for access, if safe to do so. If the building has sections on the roof higher than 9', the Client will be required to provide safe access. The Contractor will refuse to use:

- Ladders not professionally installed
- "Homemade" ladders
- Grade 2 ladders or lower
- Unsecured wall ladders or hatches

During times of icy conditions and snow, The Contractor retains the right to refuse access on a case by case basis.

Both The Client and The Contractor agree to the terms listed in this agreement:

Signed,

The Client:

Name: _____

Date: _____

Signature: _____

The Contractor:

Name: _____

Date: _____

Signature: _____

Clients Initials _____

Contractors Initials _____