

## Terms and Conditions of Agreement for Roofing Services

WHEREAS, Weatherproofing Technologies, Inc. (WTI) located at 3735 Green Rd. Beachwood, OH 44122 is in the business of providing roofing services including, but not limited to: Thermocore®, TRIM®, TremCare® and other Roof Repairs and Replacement and other Roofing Services;

AND WHEREAS, **The County of Hidalgo, Texas** (Customer/Client/Contractor) located at 100 E. Cano, Edinburg, Texas 78539 is desirous of engaging WTI to provide the following roofing services:

### **Roof Replacement per attached Tremco Incorporated / Weatherproofing Technologies, Inc. Proposal**

NOW THEREFORE, in consideration of the mutual promises set forth herein, Customer/Client/Contractor and WTI hereby agree as follows:

#### SCOPE OF WORK

WTI agrees to furnish all labor, tools and materials necessary to perform the roofing services described in the referenced proposal. WTI shall perform the Work in a careful and competent manner with properly skilled and trained personnel.

#### CONTRACT PRICE -as referenced

Which the Owner shall pay WTI and WTI shall accept as full compensation, satisfaction and payment for the Work outlined in this agreement.

#### PAYMENTS

Unless all Work hereunder is to be performed within thirty (30) days, WTI shall submit an invoice to the Owner at the end of each calendar month for the amount due for the portion of the services completed during that month. Within thirty (30) days after receipt of the invoice, Owner shall pay the invoice. If all Work is to be performed within thirty (30) days, no invoice shall be submitted until all Work has been completed, in which case Owner shall pay WTI within thirty (30) days after receipt of the invoice.

#### INDEPENDENT CONTRACTOR

It is agreed that WTI is not an employee of the Owner, but is an independent contractor and, as such, has no authority to act for or on behalf of the Owner or to bind the Owner to any contract or any other manner except as provided in this Agreement.

#### AUDITS

WTI shall maintain accurate records of all expenditures and costs relating to any Work performed under this Agreement. The Owner shall have the right to inspect and examine these records upon seven (7) days prior written notice to WTI at the place where such records are kept in the ordinary course of WTI's business.

#### CHANGES IN WORK

The Owner may at any time without invalidating this Agreement make changes in, add to or delete from the Work to be performed. No such changes shall be made and no claims for extra Work shall be valid except as authorized by written order signed by the Owner and WTI.

#### WARRANTY

For a period of one (1) year after completion of the Work, WTI will, at its expense, repair any leaks through penetrations or cores taken from the roofing system by WTI. The owner shall give written notice within thirty (30) days from the date of observation of any leaks, which may be subject to this warranty. Failure to give such notice shall relieve WTI of any further warranty obligations under this Agreement. THE REMEDY STATED HEREIN IS THE SOLE AND EXCLUSIVE REMEDY OF THE OWNER AND IS GIVEN IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. NO REPRESENTATIVE HAS THE AUTHORITY TO VARY OR ALTER THESE TERMS. IN NO EVENT SHALL WTI BE LIABLE FOR DAMAGES TO THE BUILDING, THE CONTENTS OF THE BUILDING OR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. (Unless otherwise stipulated in the contract documents attached hereto)

**INSURANCE**

Upon request, WTI will provide Owner with evidence of the following insurance requirements:

- a. Workers' Compensation and Employer's Liability  
Statutory Workers' Compensation for the state in which services are being performed under this Agreement.  
Employer's Liability with limits of \$100,000.
- b. Commercial General Liability  
Commercial General Liability on an occurrence basis with limits of \$1,000,000.

**Other Insurance Provisions**

Owner shall be named as a certificate holder on all coverages listed in paragraphs (a) and (b).

The issuing insurance companies shall provide the named certificate holder with thirty (30) days written notice prior to any cancellation or material modification of the policies providing the coverages listed in paragraphs (a) and (b).

**INDEMNITY**

During the term of this Agreement, WTI shall indemnify and hold harmless Owner and its employees from and against all claims, damages, losses and expenses, excluding lost profits or the loss of use of property, to the extent arising directly out of the negligent performance of the Work, however, in no event shall WTI's indemnity obligations under this agreement be more than the Contract price listed above.

**WAIVERS OF RIGHTS OF LIENS**

Before final payment is made, upon the request of the Owner, WTI will submit to the Owner, waivers of right of lien from all subcontractors, material suppliers and itself duly signed and notarized. No material, supplies or equipment will be used by WTI in which any interest or right is retained by any seller or supplier.

**TERMINATION**

This Agreement may be terminated by either party only upon notice in writing delivered upon the other party at least thirty (30) days prior to the effective date of termination. If this Agreement is terminated without cause, the Owner will be liable for the cost of WTI's services and Work completed prior to the termination of this Agreement. If the Owner has any reason to believe that WTI is in breach or has violated any term or condition of this Agreement, Owner will immediately notify WTI in writing of such alleged breach or violation. WTI will then have ten (10) days in which to remedy such breach, after which the Owner can terminate this Agreement upon five (5) days written notice.

**MISCELLANEOUS**

This Agreement supersedes all prior written agreements between the parties with respect to the work and fully sets forth the understanding of the parties with respect to the performance of the work. This Agreement shall not be modified except by written agreement of the parties and shall be interpreted according to the laws of the state in which the work is performed. Upon request, WTI agrees to provide the Owner in advance with Material Safety Data Sheets covering all materials introduced onto the Owner's premises. Any leaks through penetrations or cores taken from the roofing system by WTI or for any work that was completed as part of this agreement. The Owner shall give written notice within thirty (30) days from the date of observation of any leaks which may be subject to this warranty. Failure to give such notice shall relieve WTI of any other warranty obligations under this Agreement.

Initial \_\_\_\_\_

Date \_\_\_\_\_