

**5 YEAR TREMCARE SERVICE AGREEMENT
FOR TREMCO ROOFS**

SERVICE AGREEMENT NO:

**OWNER:
ADDRESS:**

**BUILDING DESCRIPTION:
ADDRESS:**

ROOF AREA:

ROOF SYSTEM TYPE:

SERVICE AGREEMENT PRICE:

EFFECTIVE DATE OF SERVICE AGREEMENT: Upon return of copy of signed agreement and payment.

sample

Tremco and the above-named Owner hereby agree that subject to the terms, conditions and limitations stated herein, Tremco will provide the following services to the Owner on the Roofing System (RS) on the Building for a period of five (5) years. RS shall be defined as the weatherproofing assembly and its components, which includes the following: membrane, insulation, flashings and termination details. The services being offered by Tremco include the following:

A. LEAK RESPONSE PROGRAM

For each leak in the RS which is covered under this Agreement, the Owner shall immediately (within 24 hours) call 1-800-5-TREMCO and report the roof leak, location, Owner's site contact representative, leak severity and any other information which may be useful to Tremco in responding to the leak. Tremco will promptly (within 2 business days) respond to the leak. For leaks not covered by a Tremco roof warranty, billing for leak repair will be at a pre-arranged rate. If necessary, a follow-up inspection to the RS leak area will be conducted to examine the repair quality and identify additional roofing concerns. If leaks have occurred in the previous calendar quarter, quarterly activity reports will be developed and provided to the Owner. These reports will provide the following:

1. Number of customer calls into the system.
2. Response time for each call.
3. Overview of follow up recommendations.

B. INSPECTIONS, HOUSEKEEPING AND PREVENTIVE MAINTENANCE

On a semi-annual basis during the term of this Agreement, Tremco shall provide roof inspections, preventive maintenance and general housekeeping services on the RS, on a schedule to be agreed upon by Tremco and the Owner. If a Tremco warranty is in effect, these inspections may be carried out in conjunction with the TremCare warranty inspection. Pricing for this service agreement has been adjusted to reflect this efficiency.

Roof inspection services are as follows:

1. Visual inspection of the roof membrane and roof surface conditions.
2. Inspection of the flashing systems including, but not limited to, the metal edge system, base flashings on equipment and adjoining walls, counterflashing and termination details, soil stacks and vents, and inspection of rooftop projections and equipment including, but not limited to, pitch pans, HVAC equipment, skylights and access hatches.

Preventive maintenance services are as follows:

1. Metal edge flashing components - tears, splits and breaks in the membrane flashings will be repaired with appropriate repair mastics and membranes.
2. Tears and splits in the flashing membrane will be repaired with appropriate repair mastics and membranes. Open split flashing strip-ins will be repaired with appropriate repair mastics and membranes. Unsecured rooftop equipment will be secured. Exposed fasteners will be sealed. Termination bar and counterflashings will be sealed.
3. Roof membrane maintenance repairs -tears, breaks and splits in the flashing membrane will be repaired with appropriate repair mastics and membranes. Splits and blisters which threaten the roof integrity will be cleaned, primed and repaired with appropriate repair mastics and membranes. Metal projections (hoods and clamps) will be sealed. Service agreement does not include recoating of roof membranes.

General rooftop housekeeping services are as follows:

1. Removal of debris (i.e., leaves, branches, paper and similar items) from the roof membrane (excluding HVAC and other major equipment).
2. Removal of debris from the roof drains, gutters and scuppers.
3. All debris will be disposed of at the owner's approved on-site location.

(Housekeeping and general rooftop preventive maintenance does not absolve the building owner/customer from keeping effluent and debris from the roof surface. Production-related material is excluded as part of the housekeeping, if standard cleaning timing is insufficient to maintain the integrity of the roofing system. Additionally, if the scheduled cleaning is insufficient to maintain the roof integrity, customer must pay for additional cleaning/inspections or assume responsibility for such cleanings. Customer agrees that all debris on or removed from the roof is the sole property of Customer and it is the sole responsibility of Customer to properly dispose of said debris.)

C. ROOF INSPECTION REPORTS

Tremco will provide roof inspection reports based upon regular inspections. The reports shall become part of the roof database maintained on the RS. Tremco will be excused from performing under this Agreement if prevented or delayed by events not within its control, including events such as floods, fires, accidents, riots, explosions, governmental order, acts or omissions of contractors or other third parties, inability to access the RS, etc.

D. OWNER'S RESPONSIBILITIES

It is agreed by the parties that Tremco by this Agreement does not assume possession or control of any part of the RS. Control and ownership of the RS and all parts of the Building remains solely with the Owner. The Owner is solely responsible for all requirements imposed by any federal, state or local law, ordinance or regulation, and all repair, maintenance and other work with respect to the RS and the Building, except as expressly stated by this Agreement.

The Owner shall at all times exercise reasonable care in the use and maintenance of the RS.

If the Owner does not immediately report leaks in accordance with the leak response program offered herein, Tremco has no responsibility to perform the services described in Section A. If the Owner does not report the leaks in accordance with the leak response program, he shall report the leaks which occur in the RS within the Service Agreement period in writing to Tremco at 3735 Green Road, Beachwood, Ohio 44122, as soon as possible (however, in no event more than thirty (30) days) after leakage is or should have been discovered. In no event is Tremco responsible for any repairs to any part of the Building other than the RS. The liability or expense for such repair is to be assumed and paid by the Owner. If the leak is not within the Service Agreement coverage, Tremco shall advise the Owner, and the Owner shall have repairs performed within thirty (30) days according to Tremco specifications, by a Tremco certified or approved applicator. The Owner agrees to provide Tremco with unrestricted ready access to the RS and all areas of the Building on which the RS is located.

E. SERVICE AGREEMENT EXCLUSIONS

This Service Agreement does not cover any leaks or damage or failure of the RS or any part thereof as a result of:

1. Natural or accidental disasters, including but not limited to, damage caused by lightning, hailstorms, floods, hurricane force winds (74 mph or greater), tornadoes, earthquakes, fire, vandalism, animals, penetration of the membrane or chemical attack by outside agents.
2. Use of materials not specified by Tremco.
3. Any intentional or negligent act on the part of the Owner or third party including, but not limited to, misuse, traffic, storage of or discharge of materials or effluent on the roof. Any repair of these items will be at owner's expense.
4. Distortion, expansion or contraction of the RS caused by faulty original construction or design of building components, including parapet walls, copings, chimneys, skylights, vents or roof deck.

F. SERVICE AGREEMENT LIMITATIONS

Tremco shall have no responsibility and/or liability under this Service Agreement until all bills for installation, supplies and services sold in connection with the RS have been paid in full.

The Owner's rights under this Service Agreement are specific to the Owner and are not transferable.

Tremco obligations under this Agreement may be voided by Tremco based on events described in Section E, change in usage of the Building without the prior written approval of Tremco, repairs, alterations, penetrations of or attachments to the RS without the prior written approval of Tremco, building settlement, deterioration, cracking or failure of the roof deck, coping and parapet walls, infiltration or condensation of moisture in, through or around walls, copings, underlying structure, hardware or equipment, or failure of the Owner to comply with its obligations described in this Agreement.

G. OTHER TERMS

IN NO EVENT SHALL TREMCO OR ANY AFFILIATE BE LIABLE FOR ANY DAMAGE TO THE BUILDING ITSELF (OTHER THAN THE RS), THE CONTENTS OF THE BUILDING, OR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE AGGREGATE LIABILITY OF TREMCO AND ANY AFFILIATE SHALL NOT IN ANY EVENT EXCEED IN DOLLAR VALUE THE INSTALLED CONTRACT PRICE OF THE RS AND THIS SERVICE AGREEMENT FEE. NEITHER TREMCO NOR ANY AFFILIATE SHALL BE LIABLE FOR ANY DAMAGES WHICH ARE BASED UPON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY OTHER THAN THE EXCLUSIVE LIABILITY SET FORTH IN THIS SERVICE AGREEMENT.

Either party shall have the right to cancel this agreement without cause with 30 days written notice to the other party with no further obligation of either party. Any balance of funds paid for the service agreement will be returned to Owner prorated based upon the following formula: Number of non-performed maintenance site visits divided by the total number of site visits paid for by Owner times the dollar amount paid by Owner for the site visits outlined in this Service Agreement.

The Owner agrees that this Agreement, and the services and remedies set forth herein, are exclusive, and there are no other agreements between the Owner and Tremco or any affiliate. **THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND IS PERFORMABLE IN HIDALGO COUNTY, TEXAS.**

The Owner and Tremco hereby agree to the terms, conditions and limitations as set forth herein this Service Agreement.

TREMCO INCORPORATED

By: _____

Victor Sopko

Its: Business Manager

Date: _____

By: _____

Its: _____

Date: _____