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TERMS AND CONDITIONS OF SERVICE AND PRIVACY POLICY

Effective Date: January 1, 2023

1. Introduction

These Terms and Conditions of Service and Privacy Policy (collectively, the “Terms”) govern all access to and use of the website located at www.orangeskyroofing.com, all communications with Orange Sky Roofing, LLC, including without limitation telephone calls, electronic mail, SMS or text messaging, digital communications, social media communications, online requests, and all roofing, construction, inspection, consultation, repair, replacement, restoration, waterproofing, exterior improvement, and related services provided by Orange Sky Roofing, LLC (the “Contractor”).

For purposes of these Terms, “Orange Sky Roofing, LLC,” “Company,” “Contractor,” “we,” “us,” and “our” shall mean Orange Sky Roofing, LLC, together with its owners, managers, members, officers, employees, agents, representatives, subcontractors, suppliers, successors, and assigns, as applicable. “Customer” shall mean the person or entity requesting services, accepting an estimate, signing a contract, authorizing work, permitting delivery of materials, allowing work to proceed, accessing the website, or otherwise engaging Contractor in any manner.

These Terms apply to both residential and commercial projects and shall apply in any jurisdiction where Contractor performs work or is authorized to perform work, including but not limited to the States of Colorado and Oklahoma, provided, however, that where project-specific statutory notices, cancellation rights, registration disclosures, licensing disclosures, or other mandatory provisions of applicable law apply, such provisions shall be deemed incorporated into these Terms and shall control only to the minimum extent required by law.

By accessing the website, requesting services, accepting an estimate, signing a contract, authorizing work, permitting delivery of materials, allowing Contractor to perform work, communicating with Contractor regarding a project, or otherwise engaging Contractor’s services, Customer knowingly, voluntarily, and irrevocably agrees to be legally bound by these Terms.

If Customer does not agree to these Terms, Customer shall not access the website and shall not engage Contractor’s services.

These Terms constitute a legally binding agreement and are incorporated into every estimate, proposal, contract, invoice, change order, supplement, work authorization, and project communication issued by Contractor.

2. Services and Website Use

Contractor provides roofing and exterior construction services, including, without limitation, inspections, repairs, replacements, storm damage restoration, waterproofing, siding, gutters, detach and reset work, consulting services, and related construction or restoration services.

All information provided on the website is for informational purposes only and may be updated, modified, supplemented, corrected, restricted, or removed at Contractor's sole discretion without notice.

Unauthorized use of the website, including without limitation scraping, copying, republishing, distributing, framing, mirroring, exploiting, reverse engineering, harvesting information, using bots, using automated scripts, or otherwise using website content without Contractor's prior express written consent, is strictly prohibited.

Contractor reserves the right, in its sole discretion and without liability, to modify, suspend, discontinue, restrict, or deny access to any website feature, communication channel, service, form, portal, or content at any time.

Contractor does not warrant that website information will always be accurate, complete, current, uninterrupted, secure, or error-free, and Contractor expressly disclaims liability for any reliance placed on website information, whether by Customer or any third party.

3. Estimates and Contracts

Any estimate provided by Contractor is based upon information reasonably available at the time of inspection, site observation, photographs, measurements, third-party reports, claim information, or other data then available, and may change if additional conditions are discovered during construction, if material, labor, permit, disposal, equipment, freight, tax, financing, insurance-related, compliance-related, or other project costs change, or if applicable codes, manufacturer requirements, engineering requirements, project requirements, occupancy requirements, or site conditions require modification of the scope.

Roofing and exterior construction projects frequently expose concealed, latent, or otherwise non-visible conditions, including without limitation deteriorated decking, structural deficiencies, improper ventilation, flashing failures, multiple roofing layers, code violations, hidden water damage, concealed deterioration, dry rot, mold, improper prior construction, undocumented modifications, and unsafe or nonconforming site conditions.

If such conditions are discovered, Contractor may suspend work until the condition is corrected, secured, or otherwise addressed. Customer agrees to pay for all additional labor, materials, supervision, overhead, equipment, and services required to correct or address such conditions.

Contractor reserves the right to issue written change orders, supplements, revisions, or modified scopes for any additional work required. Customer agrees that such change orders are enforceable once approved in writing or electronically, or once Customer otherwise authorizes, requests, accepts, benefits from, or allows such additional work to proceed.

No oral statement, field representation, text message, prior discussion, estimate conversation, marketing material, social media message, or course of conduct shall modify the scope, price, timeline, payment terms, warranty terms, or legal obligations of either party unless expressly approved by Contractor through a written instrument or authorized electronic approval process.

4. Payment Terms

Unless otherwise stated in writing by Contractor, payment shall be made according to the payment schedule described in the applicable estimate or contract.

For non-insurance projects, Contractor may require partial payment, a deposit, or material funding upon delivery of materials, prior to ordering materials, prior to scheduling, or at such other time as stated in the estimate or contract, with the remaining balance due upon substantial completion of the work.

For insurance restoration projects, Customer agrees to pay the insurance deductible and initial insurance proceeds upon delivery of materials, project commencement, or as otherwise stated in the applicable estimate or contract, with the remaining insurance proceeds and all other sums due upon substantial completion of the work.

Invoices not paid within fifteen (15) days may accrue interest at the rate of two percent (2%) per month or the maximum rate permitted by applicable law, whichever is less.

Contractor reserves the right to suspend work, terminate work, refuse to schedule or remobilize, withhold warranty service, withhold final documentation, withhold closeout documentation, or pursue any legal or equitable remedy in the event of nonpayment, payment insecurity, or breach by Customer.

Customer agrees to pay all reasonable costs of collection and enforcement, including without limitation attorney fees, collection costs, court costs, arbitration costs, expert fees, lien preparation costs, filing fees, investigation costs, and administrative expenses.

5. Insurance Restoration Projects

If the work involves an insurance claim, Customer authorizes Contractor to communicate with the insurance carrier, adjuster, engineer, consultant, mortgagee, public adjuster, appraiser, umpire, or other claim-related party regarding the scope of repairs, pricing, supplements, documentation, and claim administration.

Customer agrees to provide Contractor with all insurance claim documentation including claim numbers, adjuster reports, estimates, photographs, engineer reports, denial letters, coverage letters, statements of loss, depreciation schedules, mortgagee information, and all other claim-related materials.

Customer further agrees that all insurance proceeds relating to the work, including supplements, depreciation payments, code-upgrade proceeds, matching-related proceeds, appraisal proceeds, and any later-issued funds attributable to the project, shall be paid to Contractor upon receipt to the fullest extent permitted by law.

Contractor cannot waive, rebate, absorb, or otherwise offset any insurance deductible where such conduct is prohibited by law.

Customer acknowledges that the insurance company, not Contractor, determines coverage and claim payment amounts and that Contractor makes no guarantee regarding insurer approval, coverage scope, payment timing, depreciation release, appraisal outcome, or claim amount.

Customer further acknowledges that projects initially performed as retail or cash projects may subsequently transition into insurance claims and that these Terms shall apply regardless of whether payment originates from insurance proceeds, Customer funds, lender proceeds, association proceeds, or a combination thereof.

6. Customer Property Responsibilities

Customer acknowledges that roofing and construction create vibration, falling debris, dust, magnetic sweep operations, temporary hazards, access restrictions, material staging, trailer placement, and ordinary construction impacts.

Customer agrees to remove or protect valuables stored in attic spaces, garages, storage areas, and wall-mounted areas; remove vehicles from garages and driveways during construction; remove or protect fragile wall decorations, electronics, artwork, lighting, glass items, outdoor furniture, grills, decorative items, and landscaping features; secure pets; and provide clear access to electrical outlets, staging areas, and driveways as reasonably required for construction operations.

Customer acknowledges that failure to secure or protect personal property, vehicles, exterior fixtures, landscaping, or interior contents may result in damage for which Contractor shall not be responsible except to the extent directly caused by Contractor's gross negligence.

Customer further acknowledges that roofing work may cause minor cosmetic disturbances such as drywall nail pops, shifting of wall fasteners, minor stucco cracking, settling noises, granule migration, dust infiltration, insulation disturbance, or similar incidental conditions resulting from ordinary construction vibration, and such occurrences are not the responsibility of Contractor.

7. Ladder for Municipal Inspection

Local building departments frequently require a ladder to remain secured to the roof to allow municipal inspectors to perform inspections.

Contractor may install and leave a ladder in place until inspection occurs or until Contractor is reasonably able to remove it following inspection.

Customer acknowledges that Contractor does not control inspection schedules and may not know when an inspector will arrive or when inspection will occur.

Customer agrees to supervise the ladder and prevent unauthorized access including access by children, guests, tenants, neighbors, family members, or any other third parties.

Customer assumes full responsibility for any injuries, deaths, losses, or damages arising from unauthorized ladder use, attempted ladder use, movement, tampering, or misuse, except where caused directly by Contractor's gross negligence or willful misconduct.

Customer further agrees to defend, indemnify, and hold Contractor harmless from all claims, liabilities, losses, damages, costs, and attorney fees arising from unauthorized ladder access or use.

8. HOA and Architectural Compliance

Customer is solely responsible for verifying compliance with homeowners association rules, architectural review requirements, community covenants, restrictive covenants, lease requirements, management company requirements, or neighborhood restrictions relating to roofing materials, colors, profiles, systems, finishes, or product selections.

Customer acknowledges that HOA or architectural approval may be required before installation of roofing or exterior materials.

Contractor shall not be responsible for fines, delays, replacement costs, removal costs, reinstallation costs, damages, violations, denied approvals, aesthetic disputes, or any other loss resulting from Customer's failure to obtain or maintain HOA or architectural approval.

9. Material Selection

Customer is solely responsible for selecting roofing and exterior materials, including manufacturer, color, style, profile, finish, and system type.

Contractor shall not be responsible for dissatisfaction with the appearance, texture, sheen, characteristics, or aesthetic performance of materials once installed.

Customer further acknowledges that natural variations in color, texture, profile, granule distribution, finish, manufacturing batch, dye lot, or availability may occur and that such variations do not constitute defects.

If materials selected by Customer become unavailable, discontinued, delayed, allocated, backordered, tariff-affected, commercially impracticable to obtain, or subject to manufacturer changes, Contractor may substitute reasonably comparable materials of similar quality and general function.

10. Weather Delays and Construction Scheduling

Construction schedules are estimates only and are not guarantees.

Contractor shall not be liable for delays caused by weather events, hail storms, wind events, labor shortages, supply chain disruptions, manufacturer delays, permit delays, inspection delays, acts of God, governmental actions, civil unrest, transportation disruptions, tariffs, public emergencies, utility conflicts, owner-caused delays, lender-caused delays, tenant-caused delays, or other circumstances beyond Contractor's reasonable control.

Contractor shall be entitled to reasonable extensions of time to complete the work, together with equitable adjustments for additional costs caused by such delays where applicable.

Time shall not be deemed of the essence unless expressly stated in a writing signed by Contractor.

11. Limitation of Liability

Contractor strives to provide accurate information and reliable services but shall not be liable for errors, delays, omissions, or unforeseen issues beyond its reasonable control.

To the fullest extent permitted by law, Contractor's total liability for any claim, dispute, loss, injury, or damage relating to the project, website, services, communications, work, warranty, or contract shall not exceed the amount actually paid by Customer to Contractor for the specific work giving rise to the claim.

Contractor shall not be liable for consequential damages, special damages, incidental damages, indirect damages, punitive damages, exemplary damages, loss of profits, business interruption, tenant claims, diminution in property value, loss of use, emotional distress, financing delay, relocation expense, reputational harm, lost rent, rent abatements, concessions, or similar damages of any kind.

12. Indemnification

Customer agrees to defend, indemnify, and hold Contractor harmless from any and all claims, demands, losses, liabilities, damages, penalties, fines, costs, expenses, or legal fees arising out of or relating to unauthorized roof access, ladder use, hazardous property conditions, Customer negligence, HOA violations, owner interference, tenant claims, neighbor claims, pet incidents, unsafe site conditions not created by Contractor, or actions or omissions of third parties.

This indemnification obligation shall survive completion, suspension, termination, cancellation, and final payment.

13. Opportunity to Cure

Customer agrees that any claim relating to work performed by Contractor must first be submitted in writing to Contractor with reasonable detail.

Contractor shall be provided a reasonable opportunity to inspect the property, document the alleged condition, and correct any alleged defect before Customer engages another contractor, self-performs repairs, withholds payment, submits a claim for reimbursement, or initiates arbitration, litigation, or any other proceeding.

Failure to provide Contractor this opportunity to inspect and cure shall void any warranty obligations to the fullest extent permitted by law and shall bar any claim for replacement cost, back-charge, offset, deduction, or third-party repair reimbursement.

14. Text Message Communications and Opt-Out

By providing a phone number to Contractor, Customer consents to receive SMS messages, calls, and other electronic communications related to appointment reminders, project updates, estimate follow-up, customer service follow-up, payment reminders, promotions, and service-related communications.

Customer may opt out of promotional text messages by replying STOP to any message, subject to reasonable processing time.

Standard messaging and data rates may apply depending on Customer's carrier or service provider.

15. Data Collection and Privacy

Contractor may collect personal information including Customer name, phone number, email address, mailing address, property address, payment-related information, project documentation, communications, photographs, and other information reasonably necessary to provide services, administer projects, process payments, maintain records, improve website functionality, or comply with legal obligations.

Payment information is processed through third-party payment processors and service providers.

Contractor may collect cookies, analytics data, device information, website activity, and related usage information to improve website functionality, security, communications, service delivery, and internal operations.

Contractor does not sell personal information for monetary consideration and will disclose personal information only when required by law, reasonably necessary to provide services, collect payment, administer projects, process claims, or protect legal rights.

16. Mechanic's Lien Rights

Contractor reserves the right to file a mechanic's lien, statement of account, notice, claim, or other statutory remedy for unpaid labor, materials, or services in accordance with applicable law.

Customer acknowledges that failure to pay for labor, materials, or related services may result in a lien or similar claim against the property.

Nothing in these Terms shall be construed as a waiver of lien rights unless expressly stated in a signed written waiver by Contractor.

17. Arbitration and Dispute Resolution

To the fullest extent permitted by law, any dispute, claim, controversy, or cause of action arising out of or relating to Contractor services, the website, any estimate, contract, change order, supplement, payment dispute, warranty issue, claim administration, lien issue, or these Terms shall be resolved through binding arbitration unless prohibited by applicable law.

The parties knowingly and voluntarily waive the right to trial by jury to the fullest extent permitted by law.

The parties further waive participation in class actions, mass actions, representative actions, collective actions, or consolidated proceedings and agree that all disputes must be brought solely on an individual basis.

Unless otherwise required by law, arbitration shall occur in the county where the project property is located or another location selected by Contractor that is commercially reasonable under the circumstances.

18. Governing Law

Any dispute or issue arising under these Terms or relating to the project shall be governed by the laws of the state in which the project property is located, unless otherwise required by applicable law.

19. Updates to This Policy

Contractor reserves the right to update, revise, supplement, or modify these Terms at any time in its sole discretion.

Changes will be posted on the website, and continued use of Contractor's website, communications, or services after such posting shall constitute acceptance of the updated Terms to the fullest extent permitted by law.

20. Contact Information

Orange Sky Roofing, LLC
8801 E Hampden Ave Ste 102
Denver, CO 80231
Phone: 833-676-4759
Email: admin@orangeskyroofing.com

21. Contractor Right to Stop Work

Contractor reserves the right to suspend, delay, demobilize, terminate, or refuse to commence or continue work if unsafe conditions exist, if Customer interferes with construction operations, if payment obligations are not timely satisfied, if access is restricted, if required approvals are withheld, or if legal, regulatory, code, permit, or compliance issues arise.

Any such suspension or stoppage shall not constitute breach by Contractor and shall entitle Contractor to reasonable extensions of time and recovery of all resulting costs.

22. Subcontractors

Contractor may utilize subcontractors, specialty trades, independent contractors, labor providers, and suppliers to perform portions of the work.

Customer agrees not to directly solicit, employ, contract with, or otherwise hire Contractor's subcontractors, crews, or specialty trades for the same or related project during the project or within twelve (12) months thereafter without Contractor's prior written consent.

23. Cancellation After Execution

If Customer cancels a project after execution of a contract and after expiration of any applicable statutory cancellation period, Customer agrees Contractor shall be entitled to liquidated damages equal to twenty percent (20%) of the contract value, in addition to reimbursement for materials purchased, permit costs, claim administration costs, restocking fees, freight, administrative costs, labor commitments, subcontractor commitments, schedule disruption, and all other damages and costs reasonably incurred by Contractor.

Customer acknowledges that the foregoing liquidated damages are intended as a reasonable pre-estimate of Contractor's losses and are not intended as a penalty.

24. Warranty Limitations

Contractor workmanship warranties apply only to defects caused directly by Contractor installation and do not apply to damage caused by storms, hail, acts of God, structural movement, settlement, improper third-party work, unauthorized roof access, solar installation, satellite installation, HVAC work, gutter work, tree work, maintenance personnel, tenant activity, or any other post-installation condition outside Contractor's direct control.

Manufacturer warranties are separate and governed solely by the applicable manufacturer's terms.

Customer's sole and exclusive remedy for any covered workmanship claim shall be repair by Contractor, unless otherwise required by non-waivable law.

25. Acceptance by Conduct

In addition to execution by signature or electronic approval, Customer shall be deemed to have accepted and agreed to these Terms by requesting services, scheduling work, allowing inspection, allowing delivery of materials, accepting insurance-related assistance, permitting commencement of work, making partial payment, communicating approval, or otherwise acting in a manner consistent with acceptance of Contractor's services.

26. No Oral Modifications; Entire Agreement

No oral statement, field representation, prior discussion, text message, social media communication, course of dealing, estimate conversation, or other informal communication shall amend, waive, or modify these Terms or any written agreement unless expressly approved by Contractor in a written instrument signed by Contractor or approved by Contractor through its authorized electronic system.

These Terms, together with any applicable estimate, proposal, signed contract, change order, supplement, invoice, and any mandatory state-specific statutory addendum, constitute the entire agreement between Customer and Contractor.

27. Supplemental Insurance Proceeds and Change in Claim Scope

If an insurer, consultant, engineer, public adjuster, appraiser, umpire, or any other third party later approves, recommends, values, or pays for work related to the project, whether before, during, or after construction, Customer agrees that such amounts belong to the project and shall be promptly disclosed and remitted to Contractor to the extent they relate to labor, materials, overhead, profit, code upgrades, detach and reset items, matching items, or any other work within Contractor's scope or reasonably necessary to complete the project.

28. Right to Decline Partial Scope

If an insurer, owner, manager, association, or other third party approves or requests only part of the recommended scope of work, Contractor shall have the right, but not the obligation, to decline to perform a partial repair, partial replacement, mismatch repair, or other incomplete scope that Contractor

determines, in its sole discretion, is not technically appropriate, commercially reasonable, code-compliant, safely performable, warranty-supportable, or consistent with accepted trade practice.

29. Property Access, Site Control, and Safety

Customer shall provide Contractor with safe, unobstructed, and reasonable access to the property, including access to driveways, gates, staging areas, roof areas, attic areas where reasonably necessary, and any area required for performance of the work.

Customer shall be solely responsible for site security, for control of family members, tenants, invitees, neighbors, pets, and third parties, and for preventing unauthorized access to staging areas, trailers, ladders, tools, materials, dumpsters, and roof areas.

Contractor shall not be liable for injuries, theft, loss, or damage arising from unauthorized entry into or use of the jobsite, except to the extent caused directly by Contractor's gross negligence or willful misconduct.

30. Debris, Vibrations, and Ordinary Construction Effects

Customer acknowledges that roofing and exterior construction necessarily involve vibrations, noise, dust, falling granules, nails, fasteners, and debris.

Contractor shall not be responsible for minor cosmetic cracking, nail pops, shifted wall fasteners, disturbed insulation, displaced loose items, dust infiltration, or similar incidental effects of ordinary construction operations, provided Contractor has acted in a commercially reasonable manner.

Customer shall remove or protect fragile items, electronics, vehicles, attic contents, wall hangings, outdoor furniture, grills, decorative lighting, and similar personal property.

31. Materials, Delivery, Storage, and Risk

Upon delivery of materials to the project site or other agreed staging location, Customer shall be responsible for providing a reasonably secure area.

Contractor shall not be liable for theft, vandalism, weather exposure, manufacturer backorders, discontinued items, freight interruptions, tariff changes, market shortages, or delays outside Contractor's reasonable control.

Customer acknowledges that once special-order or project-specific materials are ordered, such materials may be nonreturnable or subject to restocking charges.

32. Existing Conditions, Illegal Conditions, and Third-Party Systems

Contractor shall not be responsible for concealed or preexisting structural defects, code violations, illegal installations, prior contractor errors, preexisting leaks, bowed or warped framing, improperly installed HVAC, gas, solar, satellite, electrical, communications, or low-voltage systems, or any damage arising from such conditions.

If any such condition is encountered, Contractor may stop work and issue a change order or recommend third-party corrective work before resuming.

33. Third-Party Roof Access and Post-Completion Damage

Contractor shall not be liable for damage, leaks, punctures, displaced components, fastener damage, or warranty issues arising from roof access by Customer, tenants, invitees, inspectors, satellite installers, solar contractors, HVAC contractors, gutter contractors, painters, window contractors, cable installers, maintenance personnel, or any other third party after commencement or completion of Contractor's work.

Any such access may void Contractor's workmanship warranty in affected areas.

34. Suspension, Demobilization, and Remobilization Costs

If work is suspended due to Customer nonpayment, Customer interference, unsafe site conditions, failure to provide access, governmental action, weather conditions, inspection issues, supplier issues, permit issues, or other causes not attributable to Contractor, Contractor shall be entitled to a reasonable extension of time and to recover any resulting demobilization, remobilization, storage, rescheduling, reinspection, administrative, escalation, or coordination costs.

35. Owner-Supplied Information and Reliance

Contractor shall be entitled to rely upon information provided by Customer, Customer's insurer, public adjuster, consultant, engineer, architect, manager, or representative, including without limitation property boundaries, legal ownership, authority to contract, site conditions, claim status, mortgage status, occupancy status, and scope documentation.

Contractor shall not be liable for errors, omissions, misstatements, or delays resulting from inaccurate, incomplete, or late information supplied by others.

36. No Waiver

No failure, delay, or partial exercise by Contractor of any right, remedy, protection, or election under these Terms shall constitute a waiver of that right, remedy, protection, or election.

Any waiver must be in writing and signed by Contractor.

37. Severability and Reformation

If any provision of these Terms is found invalid, unenforceable, or prohibited by applicable law, such provision shall be enforced to the maximum extent permitted, and the remaining provisions shall remain in full force and effect.

Any invalid or unenforceable provision shall be deemed modified only to the extent necessary to make it enforceable while preserving its original intent as closely as possible.

38. Privacy, Communications, and Service Administration

Customer authorizes Contractor to use telephone calls, email, SMS, automated or prerecorded communications where lawful, photographs, notes, project documents, inspection results, claim documentation, property data, website form submissions, and service history for legitimate business purposes including estimation, scheduling, collections, warranty administration, marketing of Contractor's own services, internal training, quality control, compliance, claim support, and service administration.

Contractor shall handle personal information in accordance with its privacy practices and applicable law.

39. Pre-Suit Notice, Mandatory Inspection, and Good Faith Resolution

As a material condition precedent to any claim, demand, arbitration, lawsuit, lien defense, complaint, or other legal proceeding against Contractor, Customer shall provide Contractor with written notice describing the alleged issue in reasonable detail and shall allow Contractor and Contractor's designated representatives a reasonable opportunity to inspect the property, document the alleged issue, and propose a resolution.

Customer agrees not to alter, destroy, repair, remediate, conceal, or permit others to alter, destroy, repair, or remediate the disputed condition before Contractor has had such opportunity, except where immediate temporary measures are reasonably necessary to prevent imminent damage.

Failure to comply with this Section shall bar the claim to the fullest extent permitted by law and shall void any otherwise applicable workmanship warranty as to the affected area.

40. Prevailing Party and Recovery of Costs

In any permitted proceeding arising out of or relating to these Terms, the project, any estimate, any change order, any payment dispute, any collection action, any lien claim, any warranty issue, any arbitration, or any dispute over compliance, the prevailing party shall be entitled to recover its reasonable attorneys' fees, arbitration fees, expert fees, court costs, lien costs, investigation costs, and all other reasonable costs of enforcement to the fullest extent permitted by law.

41. Commercial Customer Authority; Entity Capacity; Reliance

If the Customer is a corporation, limited liability company, partnership, trust, property manager, asset manager, receiver, general contractor, construction manager, association, or other business or institutional entity, the individual executing, approving, transmitting, or authorizing the Work on behalf of such Customer represents and warrants that such individual has full authority to bind the Customer and the project owner, where applicable, to this Agreement. Contractor shall be entitled to rely conclusively on such authority and shall have no obligation to investigate internal approvals, corporate resolutions, management agreements, ownership structures, lending restrictions, asset-management protocols, procurement policies, or delegation limitations. Customer agrees that any entity on whose behalf the Work is requested or authorized shall be jointly and severally liable for payment and performance obligations to the fullest extent permitted by law.

42. Commercial Owner, Tenant, Occupant, and Invitee Claims

For all commercial, industrial, institutional, multi-family, mixed-use, retail, office, warehouse, hospitality, healthcare, school, municipal, and tenant-occupied projects, Customer acknowledges that the

Work may affect tenants, occupants, invitees, employees, vendors, customers, guests, residents, and the general public. Customer shall be solely responsible for providing all notices, warnings, operational coordination, access restrictions, tenant communications, business continuity notices, and occupancy directives reasonably necessary in connection with the Work. Contractor shall not be liable for tenant claims, lost rent, rent abatements, lost revenue, loss of business opportunity, operational disruption, customer diversion, access complaints, noise complaints, odor complaints, vibration complaints, loss of use, or similar commercial claims, except to the extent directly caused by Contractor's gross negligence or willful misconduct.

43. No Business Interruption, No Rent Loss, No Tenant Offset

To the fullest extent permitted by law, Contractor shall not be liable for business interruption damages, rent loss, rent credits, rent abatements, concession claims, lease-default claims, CAM adjustments, occupancy impacts, utility-related business losses, project financing losses, delayed opening losses, delayed turnover losses, or similar economic damages of any kind arising from or relating to the Work, project phasing, weather delays, access restrictions, staging, debris removal, inspections, permit delays, or any suspension or delay not caused by Contractor's gross negligence or willful misconduct.

44. Commercial Access, Phasing, and Operational Constraints

On commercial projects, Customer shall provide clear written direction regarding access paths, delivery windows, crane or lift areas, parking limitations, loading dock procedures, roof access points, badging requirements, escort requirements, security procedures, after-hours requirements, hot-work rules, tenant coordination requirements, and any property-specific operating protocols. Contractor shall be entitled to rely on such direction. Any delay, inefficiency, increased labor, overtime, multiple mobilizations, phase splitting, restricted access, after-hours work, security processing, escort requirements, tenant holdbacks, or rescheduling caused by building operations, occupancy conditions, or Customer directives shall entitle Contractor to an equitable adjustment of price and time.

45. Hazardous Materials, Regulated Materials, and Environmental Conditions

Contractor has not tested for and shall have no responsibility for asbestos, lead-based materials, mold, fungal growth, silica exposure conditions not created by Contractor, PCBs, hazardous waste, contaminated soils, regulated insulation, hazardous coatings, underground storage conditions, or any hazardous, toxic, infectious, or regulated substances or environmental conditions existing at the project site unless expressly stated in a separate written agreement signed by Contractor. If any such condition is suspected or encountered, Contractor may immediately suspend the Work and Customer shall be solely responsible for investigation, testing, abatement, clearance, regulatory compliance, consultant costs, and resulting delays. Contractor shall be entitled to a full extension of time and equitable adjustment in contract price for all impacts arising from such conditions.

46. Structural Capacity, Existing Conditions, and Design Responsibility

Contractor is not the designer of record, engineer of record, architect of record, consultant of record, building envelope consultant, or structural engineer unless expressly engaged as such under a separate written agreement. Contractor shall be entitled to rely on plans, specifications, details, reports, engineering letters, manufacturer guidance, drawings, existing conditions information, and design criteria provided by Customer, Customer's consultants, or other third parties. Contractor shall not be liable for structural inadequacy, deck failure, framing failure, drainage failure, slope deficiency, design

incompatibility, hidden deterioration, or any defect in plans, specifications, building design, or existing building conditions not directly caused by Contractor's own work.

47. Retainage, Withholding, and Conditional Payment Restrictions

Any retainage, withholding, offset, holdback, reserve, or similar deduction asserted by Customer shall be limited solely to the maximum extent, if any, expressly permitted by applicable law and by the express written agreement of Contractor. Customer shall have no right to withhold, offset, backcharge, deduct, condition payment, or otherwise reduce sums due based on alleged punch items, tenant complaints, insurer issues, lender issues, ownership disputes, management disputes, or third-party claims unless Contractor has first received written notice and a reasonable opportunity to inspect and cure. For Colorado projects, any retainage, withholding, or payment holdback shall be administered strictly in compliance with applicable Colorado law, including then-current statutory limitations, and nothing in these Terms shall be construed to authorize withholding beyond the amount and circumstances permitted by applicable law.

48. No Backcharge; No Unilateral Supplement of Scope; No Third-Party Completion Without Consent

Customer shall have no right to issue a backcharge, self-help deduction, unilateral supplement, unilateral price reduction, unilateral schedule assessment, or third-party completion cost against Contractor unless Contractor has first received detailed written notice of the alleged basis, reasonable supporting documentation, and a reasonable opportunity to inspect, cure, or respond. Any third-party work performed on, around, through, or in place of Contractor's Work without Contractor's prior written consent shall constitute acceptance of the affected Work as installed and shall void any warranty or claim relating to the affected area to the fullest extent permitted by law.

49. Waiver of Delay Damages; Sole Remedy for Delay

Customer agrees that Contractor shall not be liable for delay damages, acceleration damages, inefficiency damages, extended general conditions, standby damages, liquidated damages, or impact damages unless expressly accepted by Contractor in a separate written instrument signed by Contractor that specifically references such liability. Customer's sole remedy for delay not excused under this Agreement shall be a reasonable extension of time, and only where such extension is legally available and commercially practicable.

50. Waiver of Subrogation; Insurance Priority

To the fullest extent permitted by law, Customer waives, and shall cause its insurers, property managers, tenants, lenders, and affiliates to waive, all rights of subrogation against Contractor for loss or damage to the extent covered by property insurance, builder's risk insurance, commercial property insurance, business interruption insurance, rent-loss insurance, or similar coverages maintained by or for the benefit of Customer or the project. Customer's insurance shall be primary as to property damage and premises-related losses arising from the existing structure, tenant operations, occupancy, maintenance conditions, or project site conditions not directly caused by Contractor's gross negligence or willful misconduct.

51. Commercial Punch List; Substantial Completion; Final Payment

Substantial completion shall occur when the Work is sufficiently complete so that the project, roof area, building area, or applicable phase can be used for its intended purpose, notwithstanding minor punch-list items, aesthetic items, incomplete closeout paperwork, warranty paperwork, or non-material administrative items. The existence of punch-list work shall not relieve Customer of the obligation to make final payment when otherwise due, subject only to any lawful and expressly agreed retainage. Contractor shall be entitled to complete punch-list work within a commercially reasonable period after substantial completion, taking into account weather, access, material availability, tenant conditions, manufacturer requirements, and safety.

52. Exclusive Commercial Risk Allocation; Priority Over Customer Forms

If Customer issues a purchase order, vendor packet, onboarding packet, MSA, work order terms, portal terms, procurement terms, legal rider, or other owner-drafted or manager-drafted form containing additional or conflicting terms, these Terms shall control unless Contractor expressly agrees in a separate written amendment signed by Contractor. Acceptance of a purchase order, onboarding form, portal registration, insurance certificate request, billing enrollment, or vendor setup shall not be deemed acceptance of any conflicting terms. Customer acknowledges that Contractor rejects any unilaterally imposed terms purporting to expand Contractor's liability, impose owner-favorable liquidated damages, create broad form indemnity beyond applicable law, require consequential-damage liability, or otherwise alter the commercial risk allocation set forth herein unless specifically accepted by Contractor in writing.

53. Payment Not Contingent Upon Owner, Tenant, Insurer, Lender, or Third-Party Funding

Customer's payment obligation to Contractor is absolute and independent and shall not be contingent upon Customer's receipt of payment, financing, reimbursement, insurance proceeds, tenant reimbursement, reserve disbursement, lender disbursement, association disbursement, draw approval, or payment from any other third party unless Contractor expressly agrees otherwise in a separate written agreement signed by Contractor. Any pay-if-paid, pay-when-paid, funding contingency, lender contingency, or similar condition shall be void as against Contractor unless expressly accepted by Contractor in writing.

54. Certificates of Insurance, Safety Programs, and Site-Specific Requirements

Any request by Customer for certificates of insurance, vendor enrollment documents, compliance forms, site-specific safety acknowledgments, badging forms, onboarding packets, project-specific administrative forms, owner safety manuals, site orientation materials, or similar administrative documents shall be deemed purely administrative unless Contractor expressly agrees otherwise in writing. Submission of a certificate of insurance, safety acknowledgment, vendor packet, compliance form, or similar administrative document shall not amend these Terms, expand Contractor's duties, create any contractual duty in favor of Customer or third parties, or increase Contractor's liability beyond that otherwise stated herein.

55. No Implied Fitness for Owner's Particular Commercial Purpose

Except to the extent of any non-waivable warranty imposed by applicable law, Contractor disclaims any implied warranty of fitness for a particular purpose, tenant-specific use, portfolio-wide standard, owner-mandated performance objective, investor requirement, lender requirement, association requirement, or other specialized business objective not expressly and specifically stated in a written agreement signed

by Contractor. Customer acknowledges that Contractor is engaged to perform the Work described in the Contract Documents and not to guarantee any particular commercial outcome, lease result, underwriting result, financing result, occupancy outcome, tenant outcome, or investment performance.

56. Cumulative Remedies; Non-Exclusive Rights

All rights, remedies, protections, elections, and limitations stated in these Terms are cumulative and non-exclusive. Exercise of any one right or remedy by Contractor shall not preclude the simultaneous or subsequent exercise of any other right or remedy available under the Contract Documents, at law, in equity, by statute, through lien rights, through arbitration, or otherwise.