

Solar Installation

South County Roofing & Positive Energy Solar LLC

TERMS AND CONDITIONS

It is agreed that these terms and conditions shall be and are an integral part of the contract between the parties and the provisions are incorporated and are a part thereof; that the provisions shall govern the conduct of the parties herein and in the event of any conflict between the provisions of these Terms and Conditions and the provisions of the Prime contract, it shall be agreed and understood by the parties that these Terms and Conditions shall control

1. Positive Energy Solar (PES) & South County Roofing & Solar will not be responsible for damaged material, delayed installation, or delayed deliveries, due to strikes, material shortages, lost shipments, delays of carriers, Acts of God, delays caused by the customers' lack of performance, or causes beyond our control.
2. Pursuant to local municipal requirements, PES & South County Roofing & Solar will display a permit board on the site which shall be readily accessible to the inspector.
3. This contract and the rights, obligations, and remedies of the parties hereunder shall be governed in all respects by the laws of the State of Florida. Venue for any litigation under this contract shall be Palm Beach County, Florida.
4. All extra work authorized verbally or in writing by the Customer, or his representative will be priced at PES & South County Roofing & Solar existing billing rates at the time the work is performed. Otherwise, all extras or change orders shall be governed by the Terms and Conditions of this Contract.
5. If rotten wood is found during tear-off the first ____ square feet (____ sheets) for plywood decking, ____ lineal feet of nominal tongue and groove decking, or ____ lineal feet of fascia will be replaced at no charge. Any amount required above the stated amount or any replacement of structural members (i.e. trusses, sub-fascia, etc.) will be billed on a unit per lineal foot basis in addition to the amount stated in the contract.
6. Customers can expect a certain amount of construction debris during the project. A general cleanup will take place each day with a thorough cleaning of the grounds on the final day. PES & South County Roofing & Solar will be responsible only for its own trash and debris.
7. The interior of the building must be inspected prior to the start for the disclosure of any pre-existing damage from previous water intrusion or conditions that may create or become a hazard to the occupants or the structure, i.e. damaged ceilings, wood rot, unsafe conditions, etc. If the inspection is not completed timely and work commences, all damages will be assumed to be pre-existing and will be the sole responsibility of the building owner.
8. PES & South County Roofing & Solar approaches each job in an efficient and professional manner. However; sometimes incidental damages may occur to sprinklers, landscaping, gutters, pool screening, driveways, etc. All outside surrounding areas will be inspected prior to work. PES Solar shall not be responsible for any ancillary or incidental damage caused to the interior or the exterior features mentioned above.
9. All guarantees and/or workmanship warranties are limited to one year from the date of completion of this agreement.
10. PES & South County Roofing & Solar is not responsible for the work of other Subcontractors, working directly for the Customer. If substrate or work of other Subcontractor, Owner, or Contractor is deemed unacceptable by PES & South County Roofing & Solar for the purpose of performance under this contract, then PES & South County Roofing & Solar shall be excused from further performance until such condition is made acceptable to PES & South County Roofing & Solar for application under this Contract.

TERMS OF AGREEMENT

Any unpaid balance will bear the highest rate allowed by law. It is further agreed that the purchaser will pay all legal fees if PES & South County Roofing & Solar retains an attorney to assist in enforcing this contract. A charge will be made for labor and materials used, other than what contract specifies. Further Terms of Agreement are set forth on the back of the Estimate. In case a suit is brought to endorse the payment of this statement, Purchaser agrees to pay all collection expenses including a reasonable attorney's fee at trial, mediation, arbitration or upon appeal.

Any warranty provided by PES & South County Roofing & Solar shall void with failures caused in whole or in part by pre-existing conditions or the work of other contractors or subcontractors. Pre-existing conditions shall include but not be limited to building found to be structurally deficient, cracked slabs, or other conditions or causes not within PES & South County Roofing & Solar scope of work.

PES & South County Roofing & Solar is not responsible for damages to interior or exterior due to changes in roof including but not limited to plaster cracks or dust from the exposed ceiling or water damage due to the change of roofs. The customer is required to remove all heavy objects from walls and ceiling prior to the commencement of work.

Signature: _____ Date: _____

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