



RoofTop Solutions, Inc.

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## General Terms and Conditions

WE, ROOFTOP SOLUTIONS, INC. (RTS), HEREBY PROPOSE TO FURNISH LABOR AND MATERIALS TO OWNER IN ACCORDANCE WITH THE SPECIFICATIONS IN THE ATTACHED PROPOSAL AND CONDITIONS AS LISTED IN PARTS 1–8 BELOW:

### Part 1 – DESCRIPTION OF WORK

- 1.1. RTS will furnish all permits, labor, materials, equipment, apparatus, tools, and transportation necessary for, and incidental to, the proper installation and completion of the work as described in the Proposal, unless otherwise noted in the Proposal.
- 1.2. Approximate number of squares of to be installed and type of materials to be used shall be listed in the Proposal.
- 1.3. Flashings to be replaced or reused in accordance with the Proposal, manufacturer's recommendations, and building codes. Unless otherwise specified, RTS may reuse existing metal flashings that are found to be in useful condition, at RTS discretion.
- 1.4. Owner is responsible for notifying occupants to stay clear of the work area. It is especially important that occupants/visitors do not stand under the perimeter of the roof at any time during the project. Additionally, please do not park vehicles, trailers, valuables, etc. near the roof's perimeter.

### PART 2 – QUALITY CONTROL

- 2.1. RTS shall use workmen who are trained and experienced in roofing, installing metal flashing, and/or other skills needed to satisfactorily complete the project as specified and in accordance with standard practices, manufacturing guidelines, relevant building codes, RTS safety manuals and procedures, and workplace safety laws.
- 2.2. RTS shall keep the roof weatherproof during work and make every reasonable attempt to complete the project on schedule.
- 2.3. RTS shall make certain that the surfaces to which the roof is to be installed are in a suitable condition for this application or that they have been repaired to a condition satisfactory for roofing. This may require additional costs, such as the cost for sheathing installation or replacement as outlined in the Proposal. Any truss work, load bearing adjustments, and similar must be performed by a qualified party at the expense of the Owner.

- 2.4. All agreements are contingent upon delays beyond our control.
- 2.5. RTS shall not be responsible for slight scratching/denting of gutters, oil droplets on driveway, damage to flowers or landscaping, hairline cracks in concrete, or interior damage caused by vibrations from our work (such as falling decorations, cracked ceilings, or pipe disconnections).

### PART 3 – MATERIALS

- 3.1. RTS will supply all materials listed in the Proposal in like new condition. All unused materials remain the property of RTS.
- 3.2. Material defects are covered by manufacturers' warranties and are excluded from any RTS warranty.

### PART 4 – EXECUTION OF WORK

- 4.1. RTS will install all roofing systems to meet manufacturer's written instructions/specifications and/or local building codes.
- 4.2. Tools, equipment, surplus materials, scraps, and debris resulting from the roof installation shall be organized and cleaned up or removed and disposed of by RTS on a daily basis.
- 4.3. It is possible that dust and dirt may infiltrate into the attic space during installation or removal of roofing. This is particularly true during removal of old roofing and felt. RTS will not be held responsible for clean-up of attic areas or any other interior areas. Building owner is advised to remove any valuable items from the roof or attic spaces and/or to cover such items with plastic, tarps, or other suitable covering prior to RTS's arrival on site.
- 4.4. RTS will take considerable effort to ensure that nails and other debris do not make their way into/onto hardscaping/landscaping. RTS will magnet sweep the area, including lawns, walkways, and patios, prior to departure. All visible nails from finished surfaces will be removed. However, it is possible that nails and other debris may escape RTS's effort - a small amount of debris is NOT cause for non-payment.
- 4.5. RTS does not handle hazardous material inspections or removal – including but not limited to mold or asbestos inspection, certification, removal, or abatement.
- 4.6. Owner shall provide access to the property and access to any onsite electrical and water systems as necessary for work completion. New construction projects shall also provide access to onsite dumpsters for our limited disposal needs.

### PART 5 – PAYMENT TERMS AND JURISDICTION

- 5.1. Standard Payment Terms are 50% down, and 50% upon completion. The down payment allows us to purchase materials for the job. Any alteration to these payment terms will be represented in the Proposal.
- 5.2. For the avoidance of doubt, completion shall mean the completion of code-compliant roofing work, not the date at which Owner accepts the work.

- 5.3. Refunds prior to our work beginning will be subject to the returnability (or not) of any ordered materials and related restocking, processing, transportation, storage, or transaction fees. RTS reserves the right to provide ordered material as refund in the unlikely event that a refund is required.
- 5.4. Total amount due for the roofing work will be a total as stated in the Proposal for all labor and materials, plus any additional costs for repair of roof sheathing and any additional work order changes that have been agreed upon between RTS and Owner.
- 5.5. Any alteration or deviation from the specifications in the Proposal that involve extra costs will be executed only upon written orders and will become an extra charge over and above the price listed in the Proposal.
- 5.6. Metals, wood, and other materials have seen meaningful, frequent price escalations in reaction to market forces, recently, so RTS reserves the right to alter pricing of its proposals, at any point prior to installation of the material, as necessary to adjust for relevant cost increases.
- 5.7. RTS reserves the right to file a lien against Owner and their property for any non-payment issues. Owner will be responsible for all attorneys' fees, court costs, and employee costs associated with non-payment.
- 5.8. Owner agrees that any dispute which may arise between RTS and Owner out of or in connection with this contract shall be adjudicated before a court located in Jefferson County, Idaho and hereby submit to the exclusive jurisdiction of the federal and state courts of the State of Idaho located in Jefferson County with respect to any action or legal proceeding commenced by any party, and irrevocably waive any objection they now or hereafter may have respecting the venue of any such action or proceeding brought in such a court.

#### PART 6 – INSURANCE

- 6.1. RTS will carry General Liability Insurance and Workers' Compensation Insurance and will provide Certificates of Insurance to Owner prior to the execution of any work, upon request.

#### PART 7 – OUR STANDARD WARRANTY

Please see separate insert for details on this section. This separate insert forms an integral part of our standard terms and conditions. V5MAR2021

#### PART 8 – ICE DAM AND SNOW RETENTION DISCLAIMER

Please see separate insert for details on this section. This separate insert forms an integral part of our standard terms and conditions. V5MAR2021