

ROOFING SYSTEMS SERVICE AGREEMENT

Location: _____

Your Business Name, located at Your Current Address (herein called "Contractor") and The Ray Company, Inc. (herein called "Owner" or "Owners Agent") hereby agree as follows:

1. Contractor agrees to provide Owner with its standard Roofing Systems Service Agreement on the above referenced location upon the terms and conditions hereinafter set forth. This agreement set out herein will remain in effect and renew each year for a one year period unless terminated in writing by either party, at any time upon not less than thirty days written notice. This Agreement is not intended to be exclusive.
2. The Contractor will perform ___annual___ semiannual comprehensive inspection(s) of the roof at \$_____ per inspection, during which time all defects observed needing to be repaired and all components observed that need to be replaced will be identified by the inspector. The Contractor will notify the Owner in writing of all observed defects and include the cost of any recommended repairs.
3. Owner shall notify Contractor during Contractor's regular business hours (9:00 a.m. to 5:00 p.m., Monday through Friday) of any other repairs or service it desires to be performed, specifying the nature of its problem. Contractor agrees to respond promptly to each such request for service and to commence any emergency repair operations within 24 hours or less after receipt of Owner's notice. Contractor is entitled to make such emergency repairs to the roof as it deems reasonably appropriate under the existing condition of the roof and as prevailing weather conditions permit. Contractor will respond to requests for non-emergency service or repairs as soon as possible after receipt of notice according to the availability of its work force. Completion of all repairs will be made in a manner consistent with the highest standards of the roofing industry.
4. Following each repair call, Contractor shall provide Owner with a written report advising Owner (a) of the problem with the roof as determined by the Contractor; (b) of the remedial work performed by the Contractor and the charges in accordance with Paragraph Five below; and (c) recommending to Owner such other remedial work as Contractor deems desirable to maintain the roof in a watertight condition.
5. Contractor shall charge Owner for all services rendered hereunder at Contractor's prevailing rates for labor, materials and equipment, including overhead and profit, as indicated on Contractor's current Standard Cost Schedule. The Owner shall, by the 10th day of each month, make payment to Contractor for all services rendered hereunder during the preceding month.
6. Contractor agrees to use due diligence in making temporary repairs to Owner's roof, but does not warrant that any such repairs will permanently or temporarily stop or correct leak conditions.
7. In no event shall Contractor be liable for any consequential damages to the building or to the components or contents thereof resulting from any temporary repairs made to said roof, from failure to make more extensive repairs than those undertaken, or from mold or mildew growth which it may or may not have observed the presence of during execution of its work including interruption in the use of the building or personal injury claims resulting from alleged mold or mildew it being understood that the owner assumes all risk of such damages. Prompt reporting of any leaks resulting in wet ceilings observed by the Owner's periodic inspection will greatly reduce any risk of mold problems.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement this the _____ day of _____, _____.

ACCEPTED OWNER

ACCEPTED CONTRACTOR

Name

Name

Title

Title

Date

Date