

RE-ROOFING CONTRACT ADDENDUM

THIS ADDENDUM to the _____ is entered into by and between _____ and _____ this _____ day of _____, 20____. The following additions, deletions and modifications are made and agreed to as follows:

1. Should leaks occur after completion of installation of the roofing system, inspections or repairs performed by Contractor shall be treated as warranty matters, and such circumstances shall not be grounds for withholding payment of the contract price; provided, however, if the roof membrane is installed over an existing system, Contractor shall have no responsibility for water penetration or mold growth which occurs as a result of moisture contained in the old, or former, roofing system.
2. If roof tear-off is to be performed, Contractor shall not be responsible for damages caused by (a) water penetration into the building resulting from moisture contained or trapped in or under the existing roof surface, which is released during tear-off, and (b) penetration of dust, dirt or mold spores into the building resulting from the tear-off. Unless written arrangements are made in advance, Contractor shall not be responsible for damages from leaks through any area of the existing (present) roof surface where Contractor has not performed tear-off surface preparation work.
3. Owner understands and agrees that Contractor shall have no responsibility at any time after completion of the work for damages of any kind to persons or property located below the installed roof membrane, whether or not such damages result from (a) leaks or other weather-oriented sources, or (b) mold growth.
4. Prior to Contractor's commencement of performance of its work under this contract, an appropriate number of tests of substances and materials above and below the roof deck shall be conducted by, or on behalf of the Owner, at Owner's expense, to determine if (a) asbestos or similar hazardous materials or (b) mold of such type or in such quantity as to require remediation (hereafter "potentially harmful materials") are present, above or below the roof deck, which could be disturbed or otherwise affected by Contractor's work under this contract. If such tests indicate the presence of potentially harmful materials, Contractor may, at its option, (a) terminate this agreement upon written notice by Contractor to Owner; (b) delay commencement of performance of its work under this contract until such potentially harmful materials, and any hazards connected therewith, are located and abated, encapsulated or removed (in which case Contractor shall receive an extension of time to complete its work hereunder and compensation for delays encountered as a result of such situation and correction); or (c) proceed to locate, abate, encapsulate and remove such potentially harmful materials and any hazards connected therewith at a price to be determined by mutual agreement of Contractor and Owner and to be paid by Owner. If Contractor proceeds with its work under this agreement on the assumption that there are no potentially harmful materials present, based upon results of tests conducted prior to commencement of its performance, and does in fact encounter any such potentially harmful materials in the course of performing its work, or if such potentially harmful materials are encountered by any other firm performing work at the job site, and Contractor determines that such potentially harmful materials present a hazard to its employees, Contractor shall have the right to discontinue its work and remove its employees from the job site until such potentially harmful materials, and any hazards connected therewith, are located and abated, encapsulated or removed, or it is determined that no hazard exists (as the case may be), and Contractor shall receive an extension of time to complete its work hereunder and compensation for delays encountered as a result of such situation and correction.
5. To the extent permitted by law, Owner shall defend, indemnify and hold Contractor harmless from any and all penalties, actions, liabilities, costs, expenses and damages arising from or relating to the presence of (a) asbestos or similar hazardous materials or (b) mold of such type or in such quantity as to require remediation

(hereafter "potentially harmful materials") at this work site, including without limitation, installation, disturbance or removal of any product containing potentially harmful materials or violation of governmental regulations relating to such potentially harmful materials. Owner releases Contractor from all claims and liabilities relating to such potentially harmful materials at this work site, including claims for subrogation. Should Contractor undertake to locate, abate, encapsulate and remove any potentially harmful materials present at this work site, provided Contractor conducts its operations in accordance with applicable requirements established by the Occupational Safety and Health Administration and the Environmental Protection Agency, Owner agrees to exonerate, indemnify, defend and hold harmless Contractor from and against all claims, demands and lawsuits and all damages, expenses and losses incurred by Contractor's removal of potentially harmful materials from Owner's building and work site. Without limitation of the foregoing, this indemnification shall include any and all claims, damages, fines, judgments, penalties, costs, response costs, liabilities, or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys, consultant and expert fees) incurred by Contractor resulting from Contractor's removal, transportation and disposal of such potentially harmful materials from Owner's building and work site, and specifically including any and all costs incurred because of any investigation of the site at which such materials are disposed of by Contractor or any cleanup, removal, remediation or restoration of such site mandated by a federal, state, or local agency or political subdivision. As used herein, the term "hazardous substances" means:

- a. any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and any regulations promulgated thereunder;
 - b. any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder; and
 - c. any substance that is or becomes regulated by any federal, state, or local governmental authority.
6. Owner agrees to comply with all roofing system design and construction requirements mandated by law which apply to this roofing project, whether brought to Owner's attention by Owner's representative or architect, or by Contractor, or otherwise, including specifically all applicable building code requirements.

IN WITNESS WHEREOF, this Addendum has been executed the day and year first above written, by the undersigned:

(Name of Owner/Contractor)

(Name of Roofing Contractor)

Name: _____

Name: _____

Title: _____

Title: _____

Signature (Corporate Officer)

Signature (Corporate Officer)