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## Standard Terms, Conditions and Disclaimers

In order to have a clear meeting of the minds between contractor and customer, Caldwell Contracting LLC (advertising name of “Caldwell’s Roofing” and doing business in the state of Alabama, from residency of 1780 Hyden Park Ln; Auburn, AL 36830 – hereafter known as “contractor”) sets forth these standardized terms, conditions, and disclaimers.

These terms, conditions and disclaimers do not negate any contract that contractor enters into, but rather are combined with any specific contract which contractor enters, assuming it references this document. If any terms should be in conflict, precedence shall be given to specific contract rather than to this general document; but this shall not be construed as taking away from the power of the plain language of this document.

I. Sole Arbitrator.

The contract (or, assuming reference is made in contract to this document, the contract combined with this document) shall be deemed the sole arbitrator of the scope of work and terms, conditions, and disclaimers of the agreement between contractor and customer. It shall supersede all written or oral communication and/or understandings. It shall be considered a legally binding document.

II. Unforeseen Circumstances.

Unforeseen circumstances shall warrant a change order if contractor sees necessary (usually with a price increase to the total contract price), and which is agreeable to contractor, and which customer may sign off on, reject (with signing a disclaimer of liability for contractor’s ignoring of issue), or outright decline (which would result in contractor justifiably “walking the job”).

III. Safety.

Customer understands that roofing and other construction work is dangerous, and is aware of the danger of falling objects, nails that can be stepped on or driven over or mowed over, and debris that can be tripped over, etc. While contractor will strive to maintain a safe environment, customer agrees to hold contractor and his workers harmless against any accidents that may happen. Please notify children and anyone present on site of the dangers present, and keep pets in safety.

IV. Photography/Videography.

Contractor shall have the right to take photos and videos of property, including photos of himself, his worker(s), his work, the property, and property owners (if present). Customer assumes liability that anyone onsite agrees to be photographed and/or videoed, and that such media may be published by



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contractor for use in advertising, social media, or any other personal or business use. This includes but is not limited to time-lapse photography and videography. Customer agrees to respect and not disturb any such equipment used by contractor. Customer grants contractor the privilege of leaving any equipment on site if he so desires, including tripods or any other accessory photography/videography gear, including overnight, in order to obtain the results he is seeking. Customer assumes no liability for stolen goods in such cases unless guilty or complicit in the action.

V. Advertising.

Contractor shall have the right to advertise his business onsite, including via the use of vehicle advertising, clothing advertising, yard sign advertising, door-to-door canvassing (assuming any proselytizing permits are pulled and assuming advertising means is allowed), etc. Customer agrees not to disturb or move any advertising yard signs.

VI. Yard Danger.

Customer understands that driving of equipment (including but not limited to dumpsters/vehicles/wheelbarrows), dropping of shingles, dropping of plywood/OSB, etc. may cause some damage to yard (including by not limited to grass) and/or shrubbery. Customer understands that such damage is sometimes an inherent part of roofing and construction work, and agrees to hold contractor harmless concerning these matters. Contractor makes no promise to replant grass or shrubs.

VII. Tire Danger.

While contractor will strive to clean up after himself, including with a magnet if he deems necessary for task at hand, customer should be aware that nails may be present, and should look before driving to be aware of any danger of flat tires. Contractor is not responsible if customer fails to exercise due care in watching where they drive. Contractor will pay extra attention to driveways/garages, but customer should always be vigilant against the possibility of a flat tire during roofing or other construction work.

VIII. House Danger.

Roofing and construction work causes vibrations through the house. Customer is advised to remove any delicate or fragile items from walls that could fall due to the work. Further, sawdust, shingle granules, etc., may fall into attic cavity if a ridge vent must be cut, or if other cutting work must be done, or if an opening already exists. Customer understands these issues and agrees to hold contractor harmless in this matter.



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- IX. Sound.

Roofing and other construction trades are loud and cause loud noises throughout the house. Be advised that it may be disturbing to babies, small children, or anyone for that matter. Customer understands that roofing is a loud event.
- X. Basic Necessities.

Customer agrees to provide contractor with the following amenities:

  - A. Right to Work.

Customer will not stop contractor’s workers, except for a true emergency. Otherwise, contractor may fine customer \$15/hour or more per worker stopped.
  - B. Right to Access.

Customer grants contractor access to outside of property (and inside, if applicable) during the times of 7:00 AM through 7:00 PM Central Time (Mondays through Saturdays, excluding major holidays).
  - C. Right to Power.

Customer agrees to provide power (and access to breaker box, if tripped) to contractor, either via an external power outlet/breaker; or via access to an indoor outlet/breaker box.
  - D. Right to Water.

Customer agrees to provide water/access to water if contractor needs it.
  - E. Right to Material/Waste/Tool/Equipment Storage.

While project is underway (and including up to 5 days after final payment), contractor may store any necessary materials, waste, tools, and/or equipment on site. This may have a slight deleterious effect on grass if stored on grass, for which contractor is not liable. Customer agrees to respect these items and not move them unless there is a significant need/emergency to do so.
- XI. Workmanship.

In general, workmanship shall be considered acceptable if within the margins of the “Residential Construction Performance Guidelines,” available [here](https://builderbooks.com/media/flippingbook/pdf/rcpg_4e__contractor/r/c/rcpg_4th_ed-contractor_final4.pdf) (https://builderbooks.com/media/flippingbook/pdf/rcpg\_4e\_\_contractor/r/c/rcpg\_4th\_ed-contractor\_final4.pdf).

More specifically, contractor notes the following considerations about various roof/construction types:

  - A. Generic Considerations.
    - 1. Contractor is not responsible for previous out-of-squareness, out-of-planeness, out-of-levelness, out-of-plumbness, etc. This includes sag between rafters, and takes precedence over any wording in the “Residential Construction Performance Guidelines,” as contractor did not install the rafters/decking, and is hence not liable.



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2. Contractor is not responsible for any pre-existing conditions, including microbial growth, termites, rot, dry rot, rust, poor siding, poor brick, poor masonry, poor chimney cap, etc.
3. Unforeseen circumstances require a change order and increase in price agreeable to contractor, and with the option of being signed by customer or granting a waiver of liability to contractor for not addressing issue, if it is lawful and professional to forego. If it is necessary but customer will not agree, contractor may walk away from finishing the work, may bill customer for percentage of work accomplished (plus any materials, plus any restocking fees, plus any additional labor or difficulty incurred) at that point, not be liable for completing contract, and not be liable to provide immediate or long-term protection to property (including protecting against storms, etc.). In other words, he will be able to justifiably “walk the job.” It will be customer’s sole responsibility to attend to all these issues at their own cost. An example of an unforeseen circumstance includes but is not limited to, more than expected number of layers of shingles to be removed from property in the event of a reroof.
4. If a permit is required, and additional unforeseen items are required by city/province, this shall cause a change order and price increase as in step 3, with exactly the same ramifications as in step 3 (being able to justifiably “walk the job”) if a change order is not reached.
5. Transition areas (including but not limited to where contractor’s work meets existing work; or where one type of contractor’s work meets another type of his work) require special attention, and contractor shall be given permission to do as he deems best, regardless of aesthetic appearance.
6. Contractor is not responsible for doing any work outside the scope of the contract.
7. Contractor is not liable for how something looks which was outside the scope of work in the contract.
8. Contractor does not owe the customer that their work “look” a certain way to the customer. They are only agreeing to do the scope of work in the contract for the contract price for the terms given in the contract.
9. Customer does not get to “inspect” contractor’s work before payment. If customer believes contractor is in breach of contract by failing to perform scope of work outlined in contract in manner designated by contract, but substantial completion has been reached as determined by contractor in this document and in the contract, then final payment is due, and customer may begin discussing their concerns with contractor after payment is made. If customer seeks to “inspect” the work and thereby



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hold off payment, contractor may fine customer up to an additional 10% of total contract price, in addition to any other penalties and in addition to total contract price.

10. Unless specifically addressed in contract, customer assumes all liability for condition of decking. If contractor feels it is unacceptable, he may let customer know and provide the option of a change order with the options of customer agreeing, signing off on the liability, or neither (which would result in contractor justifiably “walking the job”).

B. Standing Seam (“Snap-Lok”) Metal Roofing.

1. Oil-canning (slight buckling of panels) is not entirely preventable, and will be considered acceptable.
2. Slight scratching of paint/galvalume surface can occur on painted/galvalume steel panels, and will be considered acceptable.
3. If customer desires this roof system to be installed over less-than-perfect decking (such as OSB), customer agrees to hold contractor harmless against failure of roof due to that issue (including but not limited to weakened holding power of fasteners).
4. If customer desires this roof system to be installed on a less than 4:12 slope, he or she agrees to hold contractor harmless from roof failure due to this reason, including but not limited to water leaking through flashings, panel edges, etc.

C. Georgia Rib (“AG Profile,” “Thru-Fastened”) Metal Roofing.

1. Neoprene-washer thru-fasteners are a part of this roof system. Placement of fasteners may not be entirely symmetric, perfect, measured, etc.
2. Slight stair-stepping of eave edges or unevenness of rake edge may be present, especially if roof is out-of-square. This usually cannot be helped, and will therefore be considered acceptable.
3. Slight scratching of paint/galvalume surface can occur on painted/galvalume steel panels, and will be considered acceptable.
4. If customer desires this roof system to be installed on a less than 4:12 slope, he or she agrees to hold contractor harmless from roof failure due to this reason, including but not limited to water leaking through flashings, panel edges, etc.

D. Asphalt Shingle Roofs.

1. Some upward flexing/buckling of shingles may occur, so long as it is less than ½” from plane of roof.
2. Hip/ridge shingles may flex upwards up to 3” and still be considered acceptable. Heat and time help to settle these shingles down over time.
3. Slight waviness in line of bottom of shingle may occur.



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4. Replacement/installation of drip edge is not promised unless stated in contract.
  5. All reroof contracts assume 1 layer of roofing material to be removed, unless otherwise stated in contract. More than 1 layer requires a change order as previously noted, otherwise.
  6. Some granules may go into gutter, and some small, fine debris may be left on ground after careful clean-up. Such is the nature of reroofs, and customer agrees to hold contractor harmless in this matter.
- E. TPO/PVC Flat Roofs.
1. Heat welding of joints/seams/patches, either by hand or by robot can cause slight wrinkles in the material. This cannot be entirely helped, and will be considered acceptable.
  2. Heat welding may also cause slight burn marks, which is not entirely preventable, and shall be considered acceptable.
  3. Unintended tears/punctures may be caused, and shall be patched by contractor. Such patches shall be considered acceptable.
  4. Inside and outside corners, as well as butt joints of metal flashings or TPO/PVC, may require patch(es) by contractor, and though not visually pleasing, shall be considered acceptable for the sake of a proper roof system.
  5. Some tar/shingle granules/etc. may cause slight discoloration of spots of TPO/PVC roof. This shall be considered acceptable.
  6. This product is generally white or light gray/light tan in color. Customer understands this and also understands that nothing goes on top of it (except that roofing product on steeper adjacent slopes lap over it for water shedding purposes), nor does contractor agree to paint it (unless so specified in contract). Some consider it to be an “unattractive” roofing product. Customer holds contractor harmless from how the product looks.
  7. Some patterning of the inner scrim mesh may become slightly visible in places at weld locations – this is not entirely preventable, and shall be considered acceptable.
- F. Elastomeric/Acrylic Repairs/Topcoats.
1. This product often looks “ugly.” Customer understands this and disclaims contractor from liability.
  2. This product is whitish/grayish in color. Customer understands this and disclaims contractor from liability.
- XII. Time Frame.
- Contractor shall render work in the time frame specified in the contract, except that he may extend it for weather, emergencies, change orders, material order/fabrication/delivery delays, etc., or for failure on customer’s part to meet



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their side of the contract in any of the terms, conditions, and disclaimers. He shall be penalized no more than what is stated in the contract, or \$100, if no stipulation is made in contract.

## XIII. Payments.

### A. Promptness.

It is essential that payments be made promptly according to the schedule outlined in the contract. Failure to do so will result in a fine. Payments shall be given in-hand (or via credit card) to contractor within 24 hours of becoming due. Contractor may charge a fee of up to 20% of total contract price, plus up to maximum interest rates in the state of Alabama for total contract price, for late payments. *Additionally, customer shall agree to be responsible for any and all legal fees that may arise from contractor seeking to obtain full payment.*

### B. Credit Card Fees.

Payments made via credit card shall incur an additional 3.66% added onto processed price.

## XIV. Discrimination.

Customer agrees not to show discriminatory behavior towards contractor (or his workers) on the basis of race, gender, religion, or ideology. Doing so may result in a fine of up to 10% of total contract price, and contractor may justifiably “walk the job” if he feels necessary.

## XV. Manipulation.

Customer agrees not to manipulate or pressure contractor into doing extra work, giving a discount, or forfeiting his final payment; including via use of profanity, insulting of work, or angry/threatening behavior. Exhibition of such behavior may result in a fine of up to 20% of total contract price, and contractor may justifiably “walk the job” if he feels necessary.

## XVI. Extra Materials.

Customer understands that contractor has the right to order extra material to ensure that he does not have to make extra trips to the store. If there are extra left-over materials, contractor has the right to return these for a refund. Customer does not own these extra materials, and taking of them, or demanding of a refund for their return, shall be considered theft of contractor’s property. Contractor agrees only to scope of work in contract for price stated in contract, plus nothing.

## XVII. Additional.

A. In the event that an issue arises during the course of the project which is not addressed here nor in the contract, contractor shall be given the benefit of the doubt.

B. If contractor finds an unforeseen circumstance and is unable to reach customer in a timely fashion (as defined by contractor) to see about doing a change order, he may proceed with working, either ignoring the issue, or fixing



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it and assuming the customer will be okay with his assessment of what the item will cost to address. Customer agrees that if he or she is unreachable in this manner, that he or she will automatically be willing to waive liability for foregone issue or to pay the price contractor sees fit for item. If contractor has difficulty in obtaining this extra amount, or if customer refuses to provide verbal/written disclaiming of liability (whichever is relevant); then contractor may fine customer up to 10% of total contract price, and for legal purposes, this document shall be deemed sufficient to establish that customer waived the contractor’s liability for ignoring issue if he chose to do so.

## Definitions:

- (1) “Change order” – the contractor shall draft and propose a change to the existing contract (usually with a price increase to total contract price) in order to address some unforeseen circumstance or change of mind of customer (this does not mean contractor is obligated to draft any change order a customer would desire). The customer will then have the option to agree and sign, or to reject and possibly sign a disclaimer of liability (if contractor believes he can professionally or reasonably ignore the particular unforeseen circumstance to meet customer’s desire for budget), or to allow contractor to justifiably “walk the job.”
- (2) “Promptly” – in referring to payments, this shall mean “within 24 hours” making an exception only for Sundays or major holidays.
- (3) “Substantial completion” – the contractor believes that he has rendered the scope of work outlined in the contract, and final payment becomes due.
- (4) “Walk the job” – if justified as outlined in this document due to reaching an impasse as described in this document, contractor may leave the site without completing his scope of work. He may bill customer for percentage of job he believes is done up to that point (plus any materials, plus any restocking fees, plus any additional labor or difficulty incurred) at that point, and not be liable to provide immediate or long-term protection to property (including protecting against rain/storms, etc.). It will be customer’s sole responsibility to attend to all these issues at their own cost. Customer will also waive any claim to a material or labor warranty, whether from a manufacturer or contractor if their behavior results in contractor having to justifiably walk the job as outlined in this document. This shall not be misconstrued as meaning that contractor would otherwise have an obligation to deliver a particular material or labor warranty from manufacturer or contractor except as required by law and as stated in the contract signed by contractor and customer.