

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 Arbiter.

The contract (or, assuming reference is made in contract to this document, the contract combined with this document) shall be deemed the sole arbiter 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,” billing for partial or entire invoice (at his sole discretion, and even with work not completed), and forfeiture of warranty and any temporary or permanent roof protection).

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 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 complicit in the theft or damage.

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 minor and/or temporary imperfections in yard (including but not limited to grass) and/or shrubbery (broken limbs). Customer understands that such damage is sometimes an inherent part of roofing and construction work.

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/when 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. A rain event after the job is complete may uncover a few nails in dirt that were hidden. Contact Brad if an additional clean-up is desired.

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. The cutting back of such decking would be an unforeseen circumstance that could warrant a change order. Customer may desire contractor to lay plastic in attic space in such a case but there must be an agreement first as to whether any slight increase in price is warranted and accepted.

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, pets, or even adults.

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 recoup his losses from customer at the agreed rate of \$25/hour 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. 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).

Caldwell Contracting LLC (“Caldwell’s Roofing”)

www.CaldwellsRoofing.com

5/5/21

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.
2. Contractor is not responsible for framing or other conditions that create a catch-22 situation where symmetry is not possible; such as a ridge that is not centered with the base of the roof while a center barrel dormer is centered with the base of the roof (it would be impossible to center roof panels with both the ridge and the center dormer in a case like this). Contractor is not liable to make anything symmetrical unless mentioned in the specific contract which references this document; and even then, if framing precludes symmetry or makes it difficult to obtain an aesthetic outcome, then contractor is not liable in any way including re-running of metal roof panels.
3. 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.
4. 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. Examples of unforeseen circumstances include extra layers of shingles to be removed, need to cut ridge vent open and protect attic contents, etc.
5. If a permit is required, and additional unforeseen items are required by city/province, this shall cause a change order and price increase.
6. 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.
7. Contractor is not responsible for doing any work outside the scope of the contract.
8. Contractor is not liable for how something looks which was outside the scope of work in the contract.

9. 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.
 10. Payment shall be made promptly. If customer feels that some punch-out item(s) mean they are uncomfortable paying full price until complete, contractor may in good faith proffer an amount to be held out. Notwithstanding, if contractor feels the punch-out item(s) are minuscule or outside the scope of the quality of work promised in contract/additional terms, he may request full payment at substantial completion.
 11. 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.
 12. All material colors, brands, and types shall be as stated in contract, and if customer desires to change any, it requires a change order (and price increase).
- 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. If paint touch-ups are done/requested, customer understands this may make it look worse and holds contractor harmless.
 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. Standing Seam Copper Roofing
1. When doing hand-hammered (or via use of tools) double lock profile, an imperfect hem may be noted, especially where ribs turn over to meet at ridge. This is not entirely preventable and shall be deemed acceptable. In some transition areas including ridges, hips, ridge-to-roof, etc., and even on some sections of paneling itself (say, if deck is uneven or something), the fold may go more into a single lock than a double lock. As this is sporadic

and not ubiquitous, and as it will still shed water properly, and as it is usually at a higher elevation that sees very little water, it will be deemed acceptable.

2. If accidental penetrations occur, soldering or Lexel shall be considered acceptable, and neither the panel nor the whole roof would have to be rerun. It shall be left to contractor’s judgment as to what to do to remedy the issue.
 3. If accidental tearing of panel rib in shrinker/stretcher occurs, panel or drip edge may still be used with the tear caulked or soldered - this shall be considered acceptable as it is not ubiquitous, but sporadic and minuscule, and not preventable.
 4. Indentations could accidentally occur in valleys or on panels. If this happens, it shall be deemed acceptable. If indentation causes a penetration, see point 2 above.
 5. Use of solder or caulk shall be permitted as needed by contractor.
 6. Copper looks imperfect after installation - there are fingerprints, handprints, oil marks, rain effects, anvil scratches, deadblow hammer smears, and other phenomenon going on to make it look extremely dirty up close and even somewhat from a distance. Over time, the copper will patina and this effect will lessen. As it is unavoidable, it shall be deemed acceptable.
 7. Unless specified in the contract, any profile, width, rib height, or seaming mechanism shall be acceptable, including riveting caps over two adjoining panel legs.
 8. Unless specified in the contract, rivets may be used to partially or entirely affix a small panel to the roof.
 9. Customer states that they are familiar with commonplace methods which may prove that real copper has been used. Customer may take a strong magnet to the roof to observe the resistance caused to a moving magnet over copper due to Eddy currents generated in the copper. Customer may also smell of the material to see that it smells like copper. Customer may also observe oxidation effects of copper as it changes color. If contractor had used copper colored painted steel as a scam, customer would be able to place a magnet and have it stick anywhere (not just at nails).
 10. Where framing is imperfect, contractor may square panels with eave rather than rake. This will result in slightly out-of-plumb panels, but prevents stair-stepping, and is considered the preferred choice by McElroy Metal class, for example.
- D. 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.

E. 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.
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.

F. 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.

Caldwell Contracting LLC (“Caldwell’s Roofing”)

www.CaldwellsRoofing.com

5/5/21

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.
- G. 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 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 recover losses from late payments at 20% of total contract price. *Additionally, customer agrees 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.
- XV. Manipulation.
- Customer agrees not to manipulate or pressure contractor into doing extra work, giving a discount, forfeiting his final payment, or anything

else; and they agree not to show anger/violence, make threats, or otherwise bully or intimidate contractor. Exhibition of any such behavior means contractor may recover losses from said behavior (necessitated scheduling changes, delays in work, moving of equipment and personnel) at 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.

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 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), or if for any other reason tensions are coming to a head regarding not going forward with a change order or regarding the said unforeseen circumstance; then contractor may invoice customer for work done and “walk the job”.

XVIII. Use of Equipment/Machinery/Ladders/Tools/Vehicles.

A. Neither customer, nor any of their workers, employees, subs, friends, relatives, or any other acquaintances are to use the equipment/machinery/ladders/tools/vehicles of contractor. If anyone is injured in such an event, it will be the sole liability of the customer, and customer agrees to hold contractor harmless from any liability. Further, if said equipment/machinery/ladders/tools/vehicles are damaged by customer, customer will be liable to pay (within 24 hours) what contractor reasonably (fair market value) determines items to be valued at or what it would cost to replace them (his

choice or the greater of the two). It is assumed that customer or their workers, employees, subs, friends, relatives, or any other acquaintances would have insurance on any items, and that contractor’s liability for harming items is limited to no more than \$500/item, as far as customer may protect contractor from financial harm.

- B. If there is a written agreement for contractor to use customer’s equipment, it must be in good working order, or losses (assessed to be 20% of contract price unless otherwise specified in contract) will be due to contractor. Contractor shall not be liable for customer’s tools/equipment breaking on their watch as they may have had prior unknown defects; and shall only be liable in the case of gross negligence.

XIX. Work Considerations

- A. Contractor may do work on other projects while on site of the job(s) defined in the contract.
- B. Contractor is under no obligation to work on site or even on the project under discussion in this contract every single day, or every sunny day, or to be present from 8-5. He is only obligated to render the scope of work detailed in contract in the timeframe expressed in contract. If no timeframe is noted, he may take an indefinite time to complete the project.
- D. Contractor may take off around customary holidays (Christmas, Thanksgiving), other family or friend gatherings, and vacations.
- E. Contractor’s employees and subs shall not be communicated with in any way which undermines or bypasses contractor. They shall not be coerced into working while contractor has specified a break (see point C above).
- F. Customer shall not use contractor’s workers to do their own work while they are on contractor’s clock.
- G. The points above, if not respected, amount to a breach of contract or else contractor may recover losses at 20% of contract price and carry on with project completion.

XX. Poor Placement of Lines

- A. If freon lines are run close to work surface (usually a roof surface in contractor’s case), contractor is not liable for nails or screws penetrating nor for any repairs needed to remedy situation. If contractor does or subs out repair work, he may bill it plus a fee of his choosing for encountering the issue.
- B. If plumbing lines are run close to work surface (usually a roof surface in contractor’s case), contractor is not liable for nails or screws penetrating nor for any repairs needed to remedy situation. If

contractor does or subs out repair work, he may bill it plus a fee of his choosing for encountering the issue. He is also not liable for any water leaks or other event which could transpire then or later on, whether penetration was known or unknown.

- C. If electrical lines are run close to work surface (usually a roof surface in contractor’s case), contractor is not liable for nails or screws penetrating nor for any repairs needed to remedy situation. If contractor does or subs out repair work, he may bill it plus a fee of his choosing for encountering the issue. He is also not liable for any fire or other event which could transpire later on, whether penetration was known or unknown.

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 has rendered the scope of work outlined in the contract minus minor details, 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 (usually over not agreeing to a change order), 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.