

ENGLERT
LeafGuard[®] 

Get it. And forget it.SM

Terms & Conditions

April 15, 2013

TEAM LEAFGUARD

Thanks you
for your trust
in us.

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**LEAFGUARD ROOFING COMPANY'S
TERMS & CONDITIONS**

Section 1: STANDARD GENERAL CONDITIONS

LEAFGUARD NORTHWEST ("LEAFGUARD") and Buyer (homeowner, building owner, etc.) agree to these Terms & Conditions:

1. LEAFGUARD reserves the right to stock materials on roof prior to starting job.
2. LEAFGUARD shall be provided direct access to the work site for the passage of trucks and materials and direct access to the roof. LEAFGUARD shall not be required to begin work until underlying areas are ready and acceptable to receive LEAFGUARD'S work and sufficient areas of roof deck are clear and available and free from water or debris to allow for continuous full operation. The expense of any extra trips by LEAFGUARD to and from the job site, which results from the job not being ready for LEAFGUARD to start work after LEAFGUARD has been notified to proceed, will be charged as an additional cost to the job. Further, the Proposal and Agreement is submitted under the assumption that LEAFGUARD will be provided use of and access to driveways and walks and reasonable roof access during business hours. LEAFGUARD will not be responsible for reasonable wear and tear to driveways and walks caused by movement of trucks, men, equipment material and debris.
3. Unless specifically stated otherwise, the roofing system installed **will not meet** any of the following standards, ratings or certifications: UL2218 (hail resistant certification), Factory Mutual (FM) Global wind-uplift pressure resistance, LEED® Certified ENERGY STAR® Rating, International Green Construction Code (IgCC), and/or any other "Green" related claim. The term or phrase "fully adhered" only refers to and describes the industry standards **method of installation** of a roof system and **shall not imply** (and LEAFGUARD does not warrant) that the roof system will not experience uplift or blow-off as a result of wind or weather conditions that are beyond LEAFGUARD'S control.
4. Buyer warrants and represents that, whether or not the subject property is not in an area specifically covered by a building code, the structure, drives, walks, etc. are built in accordance with the 2009 International Building Code or other building code operative for the closest local area, which observes building codes. Accordingly, LEAFGUARD assumes no liability for damages caused by its personnel, subcontractors or agents working on or using said structure, drives, walks, or any other property, fixture, improvement where non-compliance of the structure, drives, walks, etc. with building codes is a proximate cause of any such damage. Further, LEAFGUARD'S personnel are not professional engineers and LEAFGUARD makes no representations regarding the structural condition or integrity of the structure, drives, walks, etc. Buyer is responsible for obtaining any approvals required by deed restrictions or other subdivision rules (if applicable) prior to installation.
5. Buyer is responsible to ensure compliance with applicable codes and deed restrictions (including home owner association covenants) and to obtain any required approvals except for municipal permits which require contractor to obtain.
6. LEAFGUARD is not responsible for existing insulation or deck. Unless the Proposal and Agreement states specifically otherwise, fasteners **will** puncture roof decking.

7. Buyer agrees to indemnify and hold LEAFGUARD harmless against any claims, damages, or injuries as a result of the presence of any hazardous, toxic, lead or asbestos-containing material; or any mold, fungus, mycotoxins, spores, or other infestations or contaminations in or on Buyer's building.
8. Many structures incorporate 3/8" plywood as the roofing deck. 3/8" plywood is the minimum thickness which will meet building codes and it is subject to sagging between the rafters. LEAFGUARD assumes no responsibility for sagging or for aesthetic concerns caused by the use of 3/8" plywood or other roof deck materials.
9. Buyer acknowledges construction can cause substantial amount of debris and that LEAFGUARD will, within reason, clean up and haul away all resulting exterior debris.
10. LEAFGUARD shall install new flashing at all vent pipes and roof jacks where existing are not suitable for reuse. LEAFGUARD to select appropriate material, unless the Proposal and Agreement includes a manufacturer warranty. LEAFGUARD has no obligation to preserve manufacturer's warranty through use of manufacturer's suggested and/or required materials. **(NOTE: NO WARRANTY ON ANY REUSED FLASHING; ONLY THE ACTUAL FLASHING NOT WARRANTED.)**
11. Buyer acknowledges that LEAFGUARD'S ladders, scaffolds, scissor lifts, man lifts, cranes, hoists and other equipment are for LEAFGUARD'S sole use and Buyer will not use same without the prior expressed written consent of LEAFGUARD. Buyer agrees to expressly and unconditionally indemnify LEAFGUARD and hold LEAFGUARD harmless from any and all claims, liabilities and damages that may result, in whole or in part, from any use of such equipment by Buyer or Buyer's agent.
12. LEAFGUARD will use its best efforts to leave the area in which work was performed in a waterproof condition at the end of each day's work. Should leaks occur in such areas caused by LEAFGUARD'S workmanship during the course of the work, LEAFGUARD will be liable for any resulting damages to the premises.
13. If existing skylights are re-used, LEAFGUARD shall take precautions to handle them with care. However, LEAFGUARD shall not be responsible for cracks in the domes of said skylights that may already exist or which may develop during the course of the project. Further, LEAFGUARD shall not be responsible for any leakage around these domes or leakage through the skylight frames. LEAFGUARD'S sole responsibility in regard to such skylights shall be to assure there is no leakage at the juncture between the skylights and the roofing membrane.
14. LEAFGUARD will remove and reinstall all existing roof top TV and satellite antennas as specifically stated in the Proposal and Agreement, if necessary, to reroof. However, LEAFGUARD will not be responsible to realign or retune such antennas. LEAFGUARD will not be responsible to remove or reinstall any roof area vegetation, walkways, solar panel, HVAC units, or other items affixed to or near the roof work area; and Buyer shall be sure the roof work area is clear of all such items prior to LEAFGUARD being obligated to perform its work. Overburden removal (i.e., items resting and/or installed over the roof membrane) will be charged at LEAFGUARD'S standard time and material rates ("T&M"). Please note any solar panel removal and reinstallation is the responsibility of the *BUYER/OWNER/PROPERTY MANAGER*.

15. With the consent of the Buyer, any rotten lumber or unsuitable substrate materials that are disclosed as the work progresses and which are not specifically mentioned in the Proposal and Agreement will be replaced or made suitable and the charge for the labor and materials, pursuant to Section 4 below will be in addition to the contract price.
16. Oil canning is a phenomenon of standing seam metal roofs over which LEAFGUARD has little control. Variables include manufacturing quality control, ambient temperature, directional exposure, roof pitch, color of the metal, etc. Oil canning and other aesthetic imperfections will occur and are inherent by design; however, these are NOT causes for panel rejection. LEAFGUARD'S obligation is to endeavor to install metal roofing in a professional and workmanlike manner.
17. Unpainted metal is not designed to be consistent in appearance. Accordingly, there may be color, sheen and/or pattern variation when using these products. Further, when galvanized metal is cut, the edge will develop a rust coating.
18. All roofing materials change colors and will fade and collect dirt over time. Moreover, a white roofing system will not remain white.
19. LEAFGUARD will not be responsible for cracks or damage in ceilings or walls that may develop or for inadequately attached pictures or light fixtures that may fall because of working on the roof, unless LEAFGUARD has performed negligent acts.
20. Roofing installations may emit unpleasant fumes. LEAFGUARD will take precautions to minimize the inconvenience; however, LEAFGUARD will not be responsible for relocating the owner and/or tenant.
21. Singly Ply Thermoplastic Roof Systems (PVC, TPO, etc.) are slippery when wet. Care should be taken when accessing the roof.
22. General liability, installation floater, worker's compensation and/or occupational injury, and such other insurance as is required by law will be carried by LEAFGUARD from the beginning to the completion of the roofing work.
23. LEAFGUARD'S sole responsibility in connection with the Proposal and Agreement is the re-roofing of the structure and other specific work as agreed upon herein. LEAFGUARD assumes no responsibility for structural defects of the building, drives, walks, etc. and/or problems unless such structural defects and/or problems are proximately caused by negligent acts on the part of LEAFGUARD.
24. The Proposal and Agreement and these Terms & Conditions shall become a contract under the laws of the state where the work is to be done and will thereby be binding upon both LEAFGUARD and the Buyer. Further, the Proposal and Agreement and these Terms & Conditions shall be the entire agreement between the parties, notwithstanding any previous communications or negotiations, whether oral or written, there being no covenants or agreements, inducements, guarantees, warranties or considerations, other than as set out herein. It is agreed that any changes to the Proposal and Agreement or these Terms & Conditions must be approved in writing by LEAFGUARD at its office address shown in these documents. Buyer expressly and unconditionally agrees and acknowledges that Buyer has not and does not rely, at all, on any oral statement(s), promise(s) and/or representation(s) made by or on behalf of LEAFGUARD prior to Buyer entering into the written agreement with LEAFGUARD.

25. LEAFGUARD reserves the right to inquire with third parties as to Buyer's credit and LEAFGUARD reserves the right to cancel the Proposal and Agreement with Buyer if LEAFGUARD, in its sole discretion, is not fully satisfied with such inquiry.
26. The failure of the Buyer to make any payment to LEAFGUARD when due shall, in addition to all other rights, constitute a material breach of agreement and shall entitle LEAFGUARD to suspend all work and shipments until payment is made. LEAFGUARD will present change order for demobilization/remobilization costs if LEAFGUARD is forced to stop work because of Buyer's failure to pay or Buyer orders LEAFGUARD to stop job for any reason. Buyer must sign change order prior to remobilization.
27. If there is a dispute over a non-listed unit price, cost for change orders will be calculated using the latest published "Means Building Construction Cost Data Guide(s)" and will include total overhead recovery and profit.
28. If the Buyer fails to pay timely any monies due hereunder, said Buyer shall be liable to LEAFGUARD for interest thereon at the maximum rate allowed by law from the date said monies become due, until paid. In the event any monies become due and payable under the Proposal and Agreement and are collected through probate, bankruptcy or other judicial proceedings by an attorney, or in the event it becomes necessary to employ an attorney to aid in the collection of any monies due LEAFGUARD, then the Buyer agrees and promises to pay to or on behalf of LEAFGUARD the attorney's fees and litigation and arbitration expenses incurred by LEAFGUARD in connection with the Buyer's failure to make payment when due.
29. At the time LEAFGUARD completes its work, the Buyer shall have the opportunity to inspect such work. If the Buyer believes such work is incomplete or unsatisfactory in some manner, the Buyer shall inform LEAFGUARD at that time. Otherwise, such work shall be deemed accepted. No formal written acceptance need be issued by the Buyer to constitute acceptance. Final payment or failure by the Buyer to inspect work within five (5) days of completion shall automatically constitute acceptance.
30. Manufacturer samples that may be reviewed or evaluated by the Buyer are **not** exact representations of materials to be used by LEAFGUARD and do **not** constitute representations of LEAFGUARD, in any way. LEAFGUARD does not warrant the features, characteristics or ingredients of any manufacturer's samples, literature or product. LEAFGUARD has not made any independent finding or conclusion concerning the features, characteristics or ingredients of manufacturer's products; and Buyer agrees to indemnify and hold LEAFGUARD harmless from any and all claims, liabilities and damages that may result, in whole or in part, from any non-performance or defective performance of manufacturer's material.
31. It is Buyer's obligation to provide written notice to LEAFGUARD of all workmanship or material inconsistencies with the Proposal and Agreement or standard roofing practice within one-year of substantial completion; otherwise, LEAFGUARD will not have responsibility to repair.

32. Buyer shall first crate, secure and/or keep indoors any and all of Buyer's pets during LEAFGUARD'S performance of its work. Buyer shall be **solely** responsible to guard against Buyer's pets accessing the areas in which LEAFGUARD is working. Buyer agrees to indemnify and hold LEAFGUARD harmless from any and all claims, liabilities and damages that may result, in whole or in part, from the escape, sickness or death of any such pet(s) related to LEAFGUARD'S use of and/or access to Buyer's property. Buyer further agrees to indemnify and hold LEAFGUARD harmless from any and all claims, liabilities and damages that may result, in whole or in part, from injuries to LEAFGUARD'S employees resulting from any bite or attack inflicted by Buyer's pet(s).
33. If LEAFGUARD does temporary repair work and either LEAFGUARD or Buyer subsequently cancels the Proposal and Agreement, Buyer shall be liable to LEAFGUARD for service charges in connection with such temporary repair work. Furthermore, in the event LEAFGUARD does make such temporary repairs, LEAFGUARD makes no representations that such repairs will stop leakage, does not provide any warranty for such temporary repairs, and specifically assumes no liability for any consequential damages, whatsoever.
34. The parties mutually agree that with respect to any loss or damage that may occur to the premises, or any improvements thereto, or any other cause that could be insured against under the terms of any insurance policy, the party hereto carrying such insurance and suffering said loss, hereby releases the other from any and all claims with respect to such loss; and the parties further mutually agree that their respective insurance companies shall have no right of subrogation against the other party hereto on account of any such loss.
35. If some portion of the property where LEAFGUARD is to work has been leased (such third party referred to herein as "Tenant"), Buyer agrees to indemnify and hold harmless LEAFGUARD for any claims brought by Tenant. Moreover, Buyer acknowledges it is responsible for providing notice to its Tenant concerning the work and ensuring that Tenant is properly prepared.
36. LEAFGUARD does not warrant that identical or even similar replacement product will be available in the future to repair and/or replace initially installed product. Replacement product, especially shingles, tile, metal or other weathered materials, most likely will **not** match initially installed product. LEAFGUARD will use reasonable efforts to identify substitute or replacement product, if needed, to repair or replace initially installed product; but LEAFGUARD does not warrant or represent that same will match or even look similar to initially installed product.
37. Buyer shall be solely responsible to first de-activate and/or turn-off any and all sprinkler or fire-retardant system(s) (dry or wet) during LEAFGUARD'S performance of its work so as to reduce and/or eliminate any and all risks and resulting damage that may occur, if any, if such system(s) go off or are activated as a result of LEAFGUARD'S work. Buyer agrees to indemnify and hold LEAFGUARD harmless from any and all claims, liabilities and damages that may result, in whole or in part, from any and all damages resulting there from.
38. Buyer shall allow LEAFGUARD to proceed with its work when LEAFGUARD is ready, willing and able to do so; and will not delay, cancel or interrupt LEAFGUARD'S effort to perform same. In the event Buyer delays, cancels or interrupts LEAFGUARD'S performance of its work, Buyer agrees to indemnify and hold LEAFGUARD harmless from any and all claims, liabilities and damages, including, but not limited to, mobilization and/or de-mobilization costs that may result, in whole or in part, from Buyer's conduct in delaying, cancelling or interrupting LEAFGUARD'S attempt to perform its work.

39. Any and all warranty(ies) provided by LEAFGUARD, shall not be effective, operative or activated unless and until Buyer timely pays (within ten (10) days of substantial completion and in full) all bills and/or invoices in connection with LEAFGUARD'S work. In the event Buyer does not pay any and all such bills or invoices until more than thirty (30) days after substantial completion of the work, any and all such warranty(ies) shall **not** be effective, operative or activated unless and until LEAFGUARD first inspects the work and determines it to be in a warrantable condition; and Buyer further agrees to first pay the applicable LEAFGUARD re-inspection fee, if any, and all costs to bring such work into warrantable condition.
40. Unless specifically stated in writing, LEAFGUARD'S scope of work does not include cleaning of, and/or guarding against debris blocking, damming or clogging any gutter, scupper, downspout and/or roof drain system (collectively "drainage"). Buyer is solely responsible for drainage, including ensuring and guarding against the accumulation of debris, refuse or leaves that may block, dam and/or clog drainage. Buyer is urged to periodically check drainage to clear any debris that may block, dam or clog drainage, especially if rain is forecast or expected. Buyer agrees to indemnify and hold LEAFGUARD harmless from any and all claims, liabilities and damages that may result, in whole or in part, from the blockage, damming or clogging of drainage.
41. The roofing material LEAFGUARD installs may cause substantial reflectivity and/or deflection of the sun's rays to the structure or even other structures located nearby. Further, Buyer is aware a reflective roof system may likely change, alter or impact the dynamics of the subject building(s); and Buyer, thus, assumes the responsibility to evaluate and make any necessary modifications to the mechanical and/or ventilation systems of the subject building(s) so as to avoid any "sick building" related conditions from developing at the subject building(s). Buyer shall be solely responsible and agrees to indemnify and hold LEAFGUARD harmless from any and all claims, liabilities and damages that may result, in whole or in part, from reflectivity, deflection of the sun's rays and the failure of the Buyer to make any necessary modifications to the mechanical and/or ventilation systems of the subject building(s) to as to avoid any "sick building" related conditions from developing.
42. Shingles will be installed per the manufacturer's recommendation.
43. Width of top shingle course may be narrower than other courses depending upon rafter length.
44. LEAFGUARD **WILL NOT INCLUDE WARRANTY** ON ANY REUSED METAL FLASHINGS OR VENT BASES.
45. **The Proposal and Agreement excludes any work involving United States Environmental Protection Agency (EPA's) lead Renovating, Repairing, or Painting (RRP) requirements, effective April 22, 2010. This includes the testing as well. If lead is found, or testing is required because an area needs to be disturbed, this will be handled by change order.**
46. Manufacturer's material warranty on shingles will be furnished at completion of job, if requested by Buyer/Owner.
47. LEAFGUARD recommends the use of vents and/or increased insulation to meet current code. If requested, the cost for insulation will be presented under a separate proposal.
48. Buyer/Owner understands that LEAFGUARD makes no guarantees that LEAFGUARD'S Customer Portal will be operational at all times.

49. Buyer agrees to indemnify and hold LEAFGUARD harmless against any and all claims dealing with the dangers of walking on top of the insulation and rafters, unless LEAFGUARD has performed negligent acts. Additionally, Buyer agrees to indemnify and hold LEAFGUARD harmless against any and all claims as regards existing and/or new cracks in the rafters, lumber, ceiling, and walls, etc. as LEAFGUARD is unable to protect AGAINST such. Additionally, LEAFGUARD will not be responsible for cracks in ceilings or walls which may develop, or for inadequately attached pictures or light fixtures which may fall because of working in the attic, unless LEAFGUARD has performed negligent acts. Lastly, LEAFGUARD is not responsible for moving and/or covering owner's contents.
50. If insulation is being installed, LEAFGUARD warrants the insulation will be installed in a professional manner, but LEAFGUARD does not guarantee the aesthetics and/or final look of product.
51. If HeatBloc Ultra™ or E-Shield is installed, LEAFGUARD does not represent that the emissivity will meet and/or exceed manufacturer's literature. Further, the HeatBloc Ultra™ or E-Shield will be installed in a professional manner but LEAFGUARD does not guarantee the aesthetics and/or LEAFGUARD will not be responsible for any "Farady Cage" effect of the product.
52. In order to comply with the EPA's Renovation, Repair and Painting Rule, LEAFGUARD may be required to test small paint samples from within the work area. I, (the Buyer/Owner), authorize this paint testing to be performed and I agree to hold LEAFGUARD harmless from any damage that might occur as a result of these tests. Further, if home was built prior to 1978 or still meets the equivalent standards, Buyer/Owner acknowledges that the LEAFGUARD representative provided them with their RRP2 brochure, also known as EPA's Renovate and Right to Know Brochure. Additional information can be found at the following website: <http://www.epa.gov/lead/pubs/renovation.html>.
53. It is the responsibility of the Buyer and/or occupant(s) to ensure that interior connections to gas furnaces, heaters or water heaters are properly connected prior to, during and after the work is performed.
54. If the existing double wall flue or vent flashing does not comply with code, it will be replaced at an additional cost and will be handled by Change Order. The amount will be determined using the mechanical contractor's invoice plus 15%.
55. LEAFGUARD does not warrant the atmospheric conditions and/or materials located either: (a) below the roof deck or (b) in the interior of Buyer's structure, such that condensation, moisture, relative humidity variances or other atmospheric conditions might exist to cause moisture-related damage to LEAFGUARD'S work or the materials installed by LEAFGUARD. Further, the manufacturing and chemical properties of polyisocyanurate insulation and facers are beyond LEAFGUARD'S control and may likely result in instability, shrinkage and/or de-lamination of such product(s); and LEAFGUARD makes no warranties as to the performance of such product(s). Additionally, LEAFGUARD specifically excludes all claims made by the manufacturers regarding gypsum or similar products and their ability to perform as described in their literature. Buyer agrees to indemnify and hold LEAFGUARD harmless from any and all claims, liabilities and damages that may result, in whole or in part, from any and all such atmospheric, moisture-related conditions and/or performance deficiencies resulting there from.

56. If Buyer is not the record Owner of the subject real property being improved, Buyer agrees to be unconditionally and primarily liable to LEAFGUARD for any and all bills, invoices, charges and change orders incurred; and further unconditionally guarantees payment to LEAFGUARD for same, without prior presentment to and/or default by Owner.
57. Prior to the initiation of any action, the parties agree to participate, in good faith, in a minimum half day mediation with a mediator either chosen by agreement between the parties or as assigned by the American Arbitration Association. In the event the dispute is not resolved by mediation, any claim or controversy arising out of or relating to this Agreement or breach thereof, or to any action by an employee or agent of LEAFGUARD, shall be settled by arbitration in accordance with the Federal Arbitration Act and the Construction Industry Arbitration Rules of the American Arbitration Association. However, the arbitrator shall be required to issue written findings of fact and conclusions of law. Moreover, the parties shall split the cost of keeping a written record of all proceedings. The judgment of the Arbitrator may be entered in any court having jurisdiction thereof and shall be final and binding on both parties, except for errors of law which shall be appealable. The parties agree that all expenses of arbitration or mediation will be shared equally or as awarded by the arbitrator. The successful party shall also be entitled to attorney fees and all costs of litigation.
58. RESIDENTIAL CUSTOMERS ONLY: Pursuant to ORS 701.565, Buyer shall submit a Notice of Defect to LEAFGUARD prior to initiating an arbitration proceeding.
59. Any and all notices or demands, sent or communicated on behalf of Buyer intended to be delivered to LEAFGUARD, shall not be effective unless same are mailed, via certified mail, return receipt requested to LEAFGUARD, as follows: LEAFGUARD NORTHWEST INC., Attn: Chris C. Edelen, President. Though not binding as effective notice without electronic proof of delivery, Buyer may also e-mail to LEAFGUARD at chris.edelen@beldon.com. Further, Buyer grants LEAFGUARD approval to contact Buyer, via phone, for the duration of the warranty, plus 180 days.
60. Buyer/Owner agrees not to post any negative feedback on any social media without first participating in a one, half-day mediation. Cost of such mediation will be split by both parties.
61. Buyer/Owner acknowledges and agrees that LEAFGUARD shall have the rights to use photographs of Buyer's/Owner's property for marketing purposes. Until Buyer requests to opt out, LEAFGUARD can market to Buyer other products and/or services that LEAFGUARD provides.
62. No carpentry, painting, masonry, or any work other than that specified herein is contemplated in the Proposal and Agreement. No oral commitments for additional work, material or other items have been made by representatives of LEAFGUARD.
63. Consumer credit: NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

64. Buyer and LEAFGUARD have evaluated the risks and rewards associated with this project, including LEAFGUARD'S fee relative to the risks assumed, and agree to allocate certain of the associated risks. To the fullest extent permitted by law, the total aggregate liability of LEAFGUARD (and its related corporations and employees) to Buyer and third parties granted reliance is limited to the greater of twenty-five thousand or the face value of the applicable proposal and agreement between LEAFGUARD and Buyer, for any and all injuries, damages, claims, losses, or expenses (including attorney and expert fees) arising out of LEAFGUARD'S services or the Proposal & Agreement, along with these Terms & Conditions. Upon written request from Buyer, LEAFGUARD may negotiate a higher limitation for additional consideration. This limitation shall apply regardless of available insurance coverage cause(s) or the theory of liability, including negligence, indemnity or other recovery. This limitation shall not apply to the extent the damage is paid under LEAFGUARD'S commercial general liability policy.
65. If any provision or provisions, in part or whole, of these Terms and Conditions shall be held to be invalid, illegal, unenforceable, or conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The provision and/or provisions that is/are held to be invalid, illegal, unenforceable, or in conflict with the law of any jurisdiction shall be construed either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not).
66. The Proposal and Agreement is subject to acceptance by the Buyer within five (5) days of the date of these documents.
67. Should a Residential Buyer cancel job subsequent to Buyer's three (3) day Right of Cancellation, LEAFGUARD shall be entitled to a cancellation fee equal to fifteen percent (15%) of the contract price.
68. The Proposal and Agreement is subject to approval by management of LEAFGUARD after execution by Buyer.

Section 2: LIMITED WARRANTY

(This warranty is not transferable except in accordance with attached Warranty Transfer Policy (See Section 3).
Additionally, warranty for repair work is not transferrable.)

LEAFGUARD NORTHWEST ("LEAFGUARD") hereby warrants to the original Buyer, subject to these Terms and Conditions set forth herein, that it will, at no cost to the Buyer, make repairs to correct roof leaks or roof-related leaks which result from defects in workmanship and materials furnished by LEAFGUARD, and as stated in the Proposal & Agreement. (See Proposal & Agreement for length of warranty):

1. In order to obtain performance of any warranty obligation, the Buyer must first notify LEAFGUARD of any repairs required under this Limited Warranty ("Warranty"). LEAFGUARD shall make repairs as soon as practical upon notification of reported defects. In order to pursue any claim that LEAFGUARD has not honored this Warranty, notification of a leak must be given to LEAFGUARD in writing at the mailing address shown at the end of this document.
2. In the event the Buyer reports leaks which are not covered by this Warranty, LEAFGUARD will endeavor to notify the Buyer that the reported leaks are not covered and will endeavor to provide the Buyer with an estimate to perform repair work if the repairs are of the type normally performed by LEAFGUARD and, if authorized, proceed with repair work as soon as practical, at Buyer's expense. Further, a service call fee, at the current rates, will be charged by LEAFGUARD if LEAFGUARD sends out service personnel in response to a call from Buyer reporting a leak, when the source of such leak is found to be other than the roof. In certain circumstances, work will need to be performed; thus, LEAFGUARD's work will be handled per unit pricing listed in Section #4.
3. Repairs made by anyone other than LEAFGUARD shall cancel this Warranty unless approved in writing, in advance, by a corporate officer of LEAFGUARD.
4. **IF LEAFGUARD REUSES EXISTING FLASHING, THERE IS NO WARRANTY ON ALL REUSED FLASHINGS.**
5. Nothing in this Warranty shall render LEAFGUARD liable in any respect for any damage to the Buyer's premises or any contents thereof, including the roof decking, fascia and rafters. It is the responsibility of the Buyer to inspect ceilings and overhangs periodically for signs of leakage and to promptly report to LEAFGUARD any such leakage. Buyer acknowledges that this Warranty specifically excludes mold, fungus, mycotoxins, spores or other infestations or contaminations ("environmental conditions") caused by moisture, leaks, other water intrusions, or any contaminant. Further, this Warranty specifically excludes responsibility for any and all environmental conditions whether caused by LEAFGUARD'S express negligence or the negligence of LEAFGUARD, its subcontractors, its employees, or agents.
6. LEAFGUARD SHALL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES. Buyer's sole remedy under this Warranty is the right to have LEAFGUARD repair, at no cost to the Buyer, those leaks in the roof which result from defects in workmanship or materials furnished by LEAFGUARD. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you.

7. LEAFGUARD will not be responsible for any leaks or damages caused by (1) lightning, gale force winds, hurricane, tornado, hail, earthquake, and other unusual phenomena of the elements; (2) structural elements of the building, including cracking, unusual movement, settlement, unusual deflection, nails, staples or other fasteners not part of LEAFGUARD'S installation which have backed out of the roof deck, deterioration and decomposition of the walls, foundation or the roof deck; (3) parapet walls, copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the roofing work unless the leak is caused by faulty installation of accessories which was performed by LEAFGUARD or if such accessories were furnished by LEAFGUARD; (4) service to or maintenance of any roof top equipment or traffic of any nature on the roof; (5) leakage in air conditioning ducts unless such ducts have been sealed by LEAFGUARD; (6) abuse, misuse, accident or negligence by any person other than LEAFGUARD; (7) porous stucco or other non-waterproof wall surfaces; (8) varmint damages; and/or (9) roofing related work performed by others.
8. All alterations or additions by others, including but not limited to the installation of solar panels, to the roof surface after completion of installation by LEAFGUARD must be approved by LEAFGUARD, in writing, and LEAFGUARD shall have the right to submit its recommendations for any alterations, additions, new roofing or flashing materials required. Failure of the Buyer to allow LEAFGUARD to submit its recommendations or adhere to such recommendations will result in cancellation of this Warranty.
9. Because ponding and standing of water are caused by factors such as inadequate drainage, deflection and insufficient slope which are beyond the control of a roofing contractor, LEAFGUARD shall not be responsible for ponding or standing of water on the roof. Unless specifically stated in proposal, the proposal DOES NOT include tapered insulation.
10. This Warranty is only transferable in accordance with LEAFGUARD'S Warranty Transfer Policy as shown in Section 3 of this document. If property is sold, Buyer must execute transfer documents within ninety (90) days of closing or funding.
11. LEAFGUARD shall have no obligation pursuant to this Warranty until all bills for installation, supplies and services in connection with the roofing covered by this Warranty have been paid in full.
12. If any implied warranties are provided by law, they are limited in duration, so that they expire at the end of the term of this Warranty or by operation of law, whichever comes first. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.
13. **Turbines, power vents, and other items installed by LEAFGUARD above the roofing system will only carry a one (1) year warranty by LEAFGUARD.** Any additional warranties will be directly between the Buyer and the item manufacturer. Further, LEAFGUARD does not investigate the warranty claims of any manufacturer of products used on any work performed by LEAFGUARD. Also, LEAFGUARD expressly provides its own limited warranty for all work performed by LEAFGUARD and makes no representation, affirmation or promise to Buyer as to the accuracy or value of any claim, warranty or representation made by any manufacturer, including quality, longevity or aesthetic appeal of any product.

14. LEAFGUARD makes no representations or warranties, express or implied, regarding the potential certification, efficiency, savings, tax credits, LEED credit, or any other environmental benefits or financial incentives desired of the roof system. LEAFGUARD shall not be responsible for any defect or deficiency inherent in the green measures selected by Buyer and/or its Owner and Design Professional and shall not be held liable for any delay or failure of the Project to achieve Green Certification or any intended sustainable building practice goals or environmental benefits.
15. If repair work is performed in conjunction with reroofing, the Warranty for the repair work shall be as stated in the Proposal and Agreement and shall not exceed one (1) year from the date of substantial completion. Further, the warranty for such repair work is not transferable.
16. All roofs require periodic inspection and maintenance in order to perform as designed and to provide an effective service life. Periodic inspection and maintenance is also required to keep LEAFGUARD'S roofing warranties in full force and effect. Prompt and regular maintenance of any such roof should be undertaken; and then only by qualified persons who are familiar with safe roofing practices and roof maintenance standards. All Warranty obligations of LEAFGUARD will be null and void if Buyer fails to use reasonable care in inspecting and/or maintaining the roof, during the term of such Warranty(ies). LEAFGUARD can provide inspections and/or maintenance, at an additional cost, if so desired.
17. LEAFGUARD'S obligation to make repairs to leaks during the term of this Warranty is its sole obligation to the Buyer. This Warranty and the Proposal and Agreement, along with these Terms & Conditions of which this Warranty is a part, constitute the entire agreement between LEAFGUARD and the Buyer, and no other representations or agreements pertaining to the work performed by LEAFGUARD have been made. LEAFGUARD shall have no obligation with respect to the roof upon the expiration of this Warranty period set forth above which begins on the date of substantial completion of the work as determined by LEAFGUARD.
18. Buyer and LEAFGUARD have evaluated the risks and rewards associated with this project, including LEAFGUARD'S fee relative to the risks assumed, and agree to allocate certain of the associated risks. To the fullest extent permitted by law, the total aggregate liability of LEAFGUARD (and its related corporations and employees) to Buyer and third parties granted reliance is limited to the greater of twenty-five thousand or the face value of the applicable proposal and agreement between LEAFGUARD and Buyer, for any and all injuries, damages, claims, losses, or expenses (including attorney and expert fees) arising out of LEAFGUARD'S services or this agreement. Upon written request from Buyer, LEAFGUARD may negotiate a higher limitation for additional consideration. This limitation shall apply regardless of available insurance coverage cause(s) or the theory of liability, including negligence, indemnity or other recovery. This limitation shall not apply to the extent the damage is paid under LEAFGUARD'S commercial general liability policy.

Section 3: WARRANTY TRANSFER POLICY FOR REROOFS

(Not applicable to roof repair work.)

Transfer is at complete, sole discretion of LEAFGUARD NORTHWEST ("LEAFGUARD"). Further, the Limited Warranty does not automatically transfer to subsequent homeowner(s). All procedures set forth in this Warranty Transfer Policy must be followed:

1. Any warranty transfer will be for the remaining time of the original LEAFGUARD warranty and will be subject to the terms and conditions set forth in LEAFGUARD'S Limited Warranty form in effect at the time of such transfer request.
2. Warranty transfer is available for residential reroofing, but **not** for any roofing repair jobs.
3. Warranty transfer is only available if Buyer's account is in good standing.
4. The Warranty is eligible for transfer only one time, *i.e. from the original purchaser (Buyer) of the roof to the **new buyer** of the property.*
5. **REQUEST TO TRANSFER WARRANTY MUST BE MADE WITHIN NINETY (90) DAYS OF NEW OWNERSHIP IN ORDER TO AVOID REINSTATEMENT FEES:** If request for warranty transfer is not made within the first ninety (90) days of new ownership, but up to 365 days of new ownership, a monthly reinstatement fee of \$50.00 for residential roofs (back to the closing date) will apply. This monthly reinstatement fee is exclusive of the evaluation fee and any other costs associated in repairing roofs that have been altered or abused. Roofs that are found to have been altered or abused will need to be repaired, by LEAFGUARD, in order to bring roofs back into a warrantable condition. Requests for warranty transfers after one year of new ownership will not be honored.
6. Residential warranties are eligible for transfer only after a mandatory LEAFGUARD evaluation and performance of necessary repairs by LEAFGUARD. To ensure original roof installation has remained unaltered, a LEAFGUARD representative will evaluate the condition of the roof to see what maintenance repairs are necessary to bring the roof up to warrantable standards. The roof could have been subject to abuse, new penetrations, abnormal wear and tear, etc. If any such problems exist, repairs will be made and charged for at LEAFGUARD'S current repair rates. At the sole discretion of LEAFGUARD, any alleged defects in LEAFGUARD'S labor and/or material will be repaired at no charge. Following is LEAFGUARD'S current fee schedule, which is subject to change:
 - Residential Evaluation Fee: \$100 within 50 miles of our corporate office
 - Additional \$1.00 per mile outside 50 within miles of our corporate office
7. If, after the evaluation, the new owner(s) elects not to have the warranty transferred, the evaluation fee will not be refunded and the Warranty will not be eligible for transfer again, thereby voiding the existing Warranty.
8. All fees are waived if transferred within the first year of original roof installation. (Roofs which have been altered or abused are still subject to necessary maintenance repairs and will be charged for at LEAFGUARD'S current repair rates.)
9. Any transfer is contingent upon the new owner(s) first executing and delivering to LEAFGUARD an Acknowledgment of Limited Rights & Remedies and all additional warranty transfer documents.

Section 4: UNIT PRICING

(Subject to signed Change Order. All unit pricing is subject to applicable sales taxes. If there is a dispute over a non-listed unit price, cost for change orders will be calculated using the latest published "Means Building Construction Cost Data Guide(s)" and will include total overhead recovery and profit.)

- 2x treated wood nailers (if needed) - \$4.50 per board foot (Minimum of 10 BF)
- Installation of additional pitch pan (up to 8", if needed) - \$100.00 each (based on completion during the roofing operations).
- Painting of lumber or metal (if needed) - \$2.00 per linear foot (Minimum \$50)
- Additional **residential** work (if needed), will be charged at material cost plus 15% and a labor rate of \$52.00 per man-hour.
- Installation of 1 x 6 wood fascia (primed), if necessary - \$12.00 per linear foot
- Installation of 2 x 6 wood fascia (primed), if necessary - \$15.00 per linear foot
- Installation of 2 x 8 wood fascia (primed), if necessary - \$18.00 per linear foot
- 2 x 6 rafter tails (cut and spliced) (primed), if necessary - \$50.00 each
- ½" CDX plywood decking - if necessary - \$3.00 per square foot: minimum of sixteen (16) square feet per location
- 1 x 6 or 1 x 8 wood decking - if necessary - \$3.00 per linear foot
- 1 x 2 wood trim, primed - if necessary - \$2.00 per linear foot
- 3/8" BC plywood soffit - if necessary - \$3.50 per square foot: minimum of sixteen (16) square feet per location
- Replacement of wall flashings, if necessary - \$9.50 per linear foot
- Remove additional layer of shingles - \$15.00/square
- Remove additional layer of felt - \$6.00/square per ply
- Temporary repair - \$350

Section 5: LEAD-SAFE WORK PRACTICES - QUALIFICATION FORM
(LEAFGUARD'S Form RRP 3)

EXEMPT

- **POST 1977 HOUSING** – House on which work will be performed was constructed after 1977 and the proof of age has been verified through a third party.
- **PAINT FREE SURFACE** – Contractor's representative has personally examined the area where work and any demolition is to be performed and determined that no painted surfaces will be distributed in the process.
- **ZERO BEDROOM DWELLING** – The property where work is being performed is a dormitory, studio apartment or similar structure.
- **MINOR REPAIR & MAINTENANCE** – Contractor's representative has personally examined the area where work is being performed and/or where the work area will be disturbed and determined that ALL the following are true and correct:
 - **UNDER** 6 square feet (for interior renovation) and/or 20 square feet (for exterior renovation) of painted surface area will be disturbed
 - **NO** demolition of painted surfaces
 - **NO** prohibited work practices will be performed (i.e., no open flame burning or torching of painted surfaces; no high-speed sanding or grinding; no abrasive blasting, sand blasting or other prohibited operations)

NON EXEMPT

- Housing does not meet qualifications for being
 - Pre 1978 Housing or unable to verify age of housing
 - More than 6 square feet (for interior renovation) and/or 20 square feet (for exterior renovation) of painted surface area will be disturbed

IMPORTANT:

ACKNOWLEDGEMENT OF EXEMPT OR NON-EXEMPT IS FOUND IN THE PROPOSAL & AGREEMENT.

Section 6: LEAD-SAFE RENOVATIONS
LEAD PAINT FACTS HOMEOWNERS SHOULD KNOW

(LEAFGUARD'S Form RRP 4)

LEAD PAINT BANNED IN 1978

- Prior to 1978 lead paint was often used in/on houses and apartments.
- Lead was commonly added to paint because it helped the paint to dry faster and last longer.
- It was discovered that if inhaled or ingested, lead was very harmful to your body (especially to young children and older adults).

EPA REQUIRES THAT CUSTOMERS MUST BE INFORMED

- If your home was constructed before 1978, your contractor must provide you with an Environmental Protection Agency (EPA) pamphlet entitled "The Lead-Safe Certified Guide to Renovate Right".
- This should be done before any work is begun on your home; therefore, a paint hazard can be avoided.

PAINT TESTING REQUIRED

- If your home was constructed before 1978, before any work can be done which might affect older painted surfaces, a contractor is required to test one or more paint samples from the space to determine if lead paint is present.
- The tests can only be approved by an EPA Certified Renovator.

"LEAD-SAFE WORK PRACTICES" REQUIRED

- If, after testing the lead paint samples, lead paint is determined to be in the work area, then the contractor must perform his work utilizing "lead-safe work practices" as prescribed by the EPA.
- Only EPA certified Renovators with specially trained personnel can conduct lead-safe work on your home.
- They are especially qualified and utilize special techniques and equipment to reduce the risk of lead paint dust resulting from the work.

EXEMPTION & EXCLUSIONS

- Sometimes lead-safe work practices may not have to be utilized if it is determined that the area to be affected by the work is too small to present a lead paint hazard (normally under 6 sq. ft. interior or 20 sq. ft. exterior).

"LEAD-SAFE WORK PRACTICES" FEES

- If it is determined that there is a lead paint hazard in the work area, the construction will necessarily take more time and could involve more expense than similar construction where no hazards exist.
- When lead-safe practices are required to complete the job safely, your contractor may add a "Lead-Safe Practices Fee" to the cost of the work.

PROPER DOCUMENTATION

- If your home was constructed before 1978, your contractor should provide you with copies of any paint samples which were tested by an EPA Certified Renovator or copies of any exemption or exclusion forms used.
- If lead-safe practices were required in conjunction with your work you should be provided with a certificate signed by the Certified Renovator showing all lead safe practices were performed properly upon completion of work.

IMPORTANT:

ACKNOWLEDGEMENT OF EXEMPT OR NON-EXEMPT IS FOUND IN THE PROPOSAL & AGREEMENT.

Miscellaneous

1. The contents contained within these Terms & Conditions are the property of LEAFGUARD NORTHWEST Company. All Rights Reserved.
2. EPA Links
 - a. <http://www.epa.gov/lead/pubs/renovation.htm>
 - b. <http://www.epa.gov/lead/pubs/renovaterightbrochure.pdf>
 - c. <http://www.epa.gov/lead/pubs/brochure.htm>
3. NRCA Links
 - a. <http://www.nrca.net/>
4. GAF® Links
 - a. www.gaf.com/roofing/residential/warranty-information
 - b. www.gaf.com/roofing/residential/products/shingles
5. HeatBloc Ultra™ Links
 - a. <http://heatbloc.net/index.html>
 - b. <http://heatbloc.net/faq.html>
6. E-Shield™ Links
 - a. <http://www.eshield.net>
 - b. <http://www.eshield.net/faq.html>

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