

Terms and Conditions

Effective April 15, 2015

SERVICE GUARANTEE

RTN guarantees that all work performed will be done in a professional and workmanlike manner in strict compliance with accepted roofing practices. RTN promises to use 'good faith' in all of its practices and assessments. Unless stated otherwise in this proposal, the workmanship and performance of any roof repair is guaranteed for a period of 2 years from the date of completed service. In order to reduce the overall cost of service to you, RTN will endeavor to perform any leak repair in a conservative and progressive fashion. Therefore, there is no expressed or implied guarantee that each individual leak repair will be successful in eliminating such leak, only that the work will be performed in good faith as described above. This means that we will begin any leak repair with a limited scope of work and expand that scope progressively if the previous repairs are deemed to be insufficient. This approach will prevent the more costly comprehensive scope of work in the initial stages of the service. In no case will RTN perform and charge for service work that it does not deem necessary. Our guarantee to you is that we will endeavor to provide superior maintenance and repair service with the utmost professionalism, honesty and integrity at a fair, reasonable and honest price. Any warranty claim is limited to correcting any faulty work that RTN performed. Guarantee specifically excludes any claim for consequential damages.

NOTE: Unless specifically stated in the proposal, this Service Guarantee does not guarantee the resolution of any specific leak condition(s). It only guarantees the performance of the work performed and that said work is to be done in a good faith manner and in harmony with professional roofing standards and practices.

DELAYS: If RTN is delayed at any time either *before* commencement of work or *while in the process* of work by any instruction(s) of the Owner, or their duly authorized agent, or by rain, snow, storm, gale, hurricane, fire, hailstorm, tornado, flood, other such natural phenomena, labor disputes, unusual delays in transportation, unavoidable casualties, or any causes beyond RTN control, the anticipated date of commencement or completion shall be extended by a reasonable amount of time.

WARRANTIES: RTN makes no warranties of any kind, expressed or implied, except those provided for in the signed contract or by separate written warranty of RTN or manufacturer. RTN specifically disclaims, and shall not be liable for, any damage(s) which result from conditions which pre-exist the commencement of work by RTN or which result from rain, snow, storm, gale, hurricane, fire, hailstorm, tornado, flood, or other such natural phenomena after commencement of work by RTN. It is also understood by Owner that roof conditions which pre-exist the commencement of work by RTN may result in water infiltration or damage(s) during the performance of the work by RTN due to the natural result of the reroofing or roof repair process and therefore, Owner holds RTN harmless for any and all incidence(s) and damage(s) that result from work performed by RTN with such pre-existing conditions.

EXCLUSIONS: Due to the fact that mold and mildew may naturally develop on many different building components and surfaces, including roofs, and in consideration of any and all work performed by RTN, including but not limited to, maintenance, repairs, recovering, or coating, RTN hereby disclaims any and all responsibility for any and all incidental or consequential damage(s), including health problems, that is/are attributed to pre-existing, present, or future claims and actions associated with the growth of mold or mildew.

RTN specifically excludes the removal, handling, or disposal of asbestos-containing materials of any type as part of the signed contract, unless *specifically* and otherwise noted.

RTN will exercise due caution when working around or moving existing air conditioning (A/C) units or other equipment. However, RTN will not assume responsibility for any necessary or deemed necessary repairs to A/C units or equipment that is/are damaged in the normal course of roofing.

RTN makes every effort to include all labor and material(s) required to properly complete the roofing installation as outlined in the signed contract. However, if items are discovered in the course of satisfying the signed contract, which requires additional work for project completion, such items and/or additions will be performed with an authorized Change Order, usually at an additional charge. Owner will be notified upon discovery of such items and prior to completion of any work resulting in added costs. This only applies to circumstances that could not *reasonably* have been visually apparent at the time of the bidding and/or contracting process.

Once RTN has delivered materials to job site, it is the responsibility of the Owner to ensure materials are safe and protected from damage caused by fire, vandalism, or other hazards, and from theft. RTN is not responsible for lost, stolen, or damaged material which occurs after delivery.

INTEREST: In the event Owner fails to promptly pay any obligation(s) when due as provided under the signed contract, Owner agrees to pay all RTN costs relating to the collection of said obligation, including reasonable attorney fees. Furthermore, all unpaid obligations hereunder shall accrue interest at the rate of 2% per month or portion thereof, or the highest rate allowed by state or federal laws if such is less than the rate stated, until paid in full.

CANCELLATIONS: Owner acknowledges that RTN will incur certain costs and expenses in surveying and preparing to commence the work contracted. Therefore, it is agreed that should Owner fail to perform under the terms of the signed contract, by cancellation or recession, Owner agrees to pay RTN an amount not less than 10% of the total contract price as liquidated damages. RTN may, at its option, proceed to enforce its legal rights under the terms of the signed Contract.