



Preventive Maintenance Roof Program

Plan Submitted To:

Dana Point Condominium Association
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Arlington Heights, IL 60005
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Job Location:

Bldg. # / Core & Wing
1405 / Core & A, B, C
1415 / Core & A, B, C
1605 / Core & A, B, C
1615 / Core & A, B, C
1515 / Core & A, B, C
1505 / Core & A, B

Date:

6/27/13

Today, more and more (building owners) and other potential roof purchasers are finding that a comprehensive (PM) Preventive Maintenance program (administered by a qualified roofing company) is worth its weight in gold. A proactive vs. reactive approach will correct minor issues before they become catastrophes. A **Peterson Roofing, Inc.** maintenance program allows for a planned, organized approach to managing your roof asset - and allows for responsible, timely preparation of long-term capital expenditures. *With this in mind:*

Peterson Roofing, Inc. agrees, for a period of one (1) year (8/1/2013 - 8/1/2014), to provide inspection and maintenance of roofing, subject to terms and conditions hereof; and Owner agrees to terms and conditions hereof; as follows:

1. **Annual Maintenance Inspections:** With cost to owner, **Peterson Roofing, Inc.** shall inspect all roof sections each year. Following each inspection, **Peterson Roofing, Inc.** shall submit a written report to Owner stating nature and circumstances (if known) of observed damages, deterioration, unusual wear, and excessive weathering, and shall recommend maintenance work needed to restore roofing and to minimize further deterioration, and shall provide a cost estimate or proposal to Owner for recommended work.
2. **Temporary Repair Work:** At Owner's cost (but without delaying work for agreement on cost), **Peterson Roofing, Inc.** shall respond to each notice by Owner to the effect that roofing is not watertight, and shall provide temporary work as required to make roofing temporarily watertight. **Peterson Roofing, Inc.** shall proceed with work within 48 hours of time each notice is received, except as further delayed by weather conditions, which prohibit effective temporary work. Owner's notice shall be omitted when Owner and **Peterson Roofing Inc.** agree, *in writing*, that permanent repair work, as hereinafter specified, can proceed without delay and undue risk to Owner's property.
3. **Permanent Roofing Work:** At Owner's cost, and when a specific basis of cost has been agreed upon, *in writing*, by Owner and **Peterson Roofing, Inc.** and when authorized by Owner, *in writing*, **Peterson Roofing, Inc.** shall perform permanent roofing work, hereby defined to include roofing removal, replacement, repair, maintenance operations, and other similar work as authorized.

With the proper preventative maintenance plan, your new roof system will:

1. Continue to add protection to your building for many years to come, protecting you and your belongings from the harsh weather changes.
2. Enable your new or existing roof to last to its fullest potential.
3. Prevent minor problems from developing into major problems.
4. Management of roof asset(s) is achieved.
5. **RESPONSE TIME** to address leakage problems is greatly improved with a historical file maintained by **Peterson Roofing, Inc.**

To inspect and maintain your roofing system against normal wear and tear annually:

NOTE: Individual Inspection Reports Will Be Provided For All Wing And Core Sections.

COST PER INSPECTION: \$ 434.78 Per Wing and Per Core

TOTAL COST FOR ALL INSPECTIONS: \$ 10,0000.00

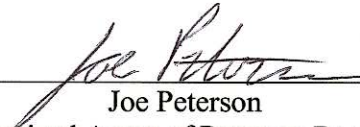
[To be paid at completion of each inspection.]

***** Price per inspection does not include "cost of repairs". *****

This contract will not automatically renew.

(If needed; additional repair proposal will be provided upon completed roof inspection.)

As I sign to the above Maintenance Program I thank you for this opportunity to serve you.



Joe Peterson
Authorized Agent of Peterson Roofing, Inc.

ACCEPTANCE OF PM ROOF PROGRAM

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the inspection as specified.

Date _____ Signature _____



SIGNATURE: _____

DATE: _____

General Project Notes / Terms & Conditions:

THIS PROPOSAL IS SUBJECT TO CHANGE UNLESS ACCEPTANCE IS MADE WITHIN 15 DAYS OF DATE HEREOF.

The building owner is responsible for obtaining all applicable permits. However, Peterson Roofing, Inc. (PRI) at the owner's expense can obtain permits if requested in writing.

While PRI has inspected the site and made every reasonable effort to determine existing conditions PRI cannot be responsible for hidden or unforeseen conditions encountered during the re-roof process including, but not limited to the following exclusions:

Asbestos removal, wood blocking, tuck pointing/masonry repairs, carpentry repairs, deck repair/replacement, RTU disconnection/removal, drain hardware/rodding, multiple mobilizations, snow removal, roof hatches, electrical work and/or conduit hidden with roof system, venting, skylights damaged during roof removal process, and any conditions deemed unacceptable to the roof system manufacture related to the existing structure. (Note: Additional charges for exclusions may apply.) PRI recommends obtaining a structural analysis if you are unsure of any of the aforementioned conditions and/or to determine if your existing structure will support the additional weight of your new roof system.

Mold: The purchaser understands and agrees that PRI will not be and is not responsible for the existence of and/or later occurrence of or growth of mold, mold spores, or other related materials and the damage caused by such mold or materials, whether to property or personal in nature. By executing this contract: 1. Customer releases PRI from any and all claims to customer, family members, employees, tenants, building occupants and any other third parties; and, 2. The customer agrees to defend indemnify, and hold PRI harmless from any and all penalties, actions, liabilities, costs, expenses and/or damages arising from or relating to the presence of mold in customers building. PRI is further not responsible for a lack of proper ventilation in the roof systems and all ventilation must meet FHA requirements.

PRI agrees to work in cooperation with your HVAC contractor to assure all rooftop equipment is installed in compliance with roof system specifications and good roofing practices.

PRI is fully licensed, bonded and insured with standard coverage's. These do not include OCP coverage. This will be ordered and issued on a cost basis. PRI reserves the right to leave mopped in place base layers intact if removal is impractical by standard roofing practices. Additional removal will be charged at PRI's hourly rate.

Damages and Delays: PRI will not be responsible for damage or delays to PRI's work by others. Any repairing of the same by PRI or down-time will be charged as an extra, without further notice. PRI shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, accidents, fire, vandalism, regulation, strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor and changes in the work. In the event of these occurrences, PRI's time for performance shall be extended for a time sufficient to permit completion of the work.

Payment: Buyer authorizes Peterson Roofing, Inc. to make inquiries necessary regarding credit or collection. Buyer authorizes any person or consumer-reporting agency to furnish Peterson Roofing, Inc. any information necessary in response to such inquiries. This contract is contingent upon credit approval. Material and labor guarantee will become null and void if payment is not met within the terms. A service charge of 2.5% per month will be applied to any past due balances. Additionally, Buyer shall be responsible for all costs of collections, including reasonable attorney's fees.

Jurisdictions and Choice of Law: Any and all controversies or claims arising out of or relating to this contract or breach thereof shall be brought in the Court of Cook County, State of Illinois, and shall be governed by the laws of Illinois.

Acceptance of this proposal shall not be effective until a signed copy is received by PRI at its offices in Mount Prospect, Illinois, which for all purposes, including venue for dispute resolution, shall be place of transaction.

IMPORTANT NOTICE: The construction industry is currently experiencing rapidly escalating prices and material availability problems relating to isocyanurate insulation, steel construction and asphalt-based roofing products. The availability and pricing of isocyanurate, steel and some roofing products is currently subject to sudden significant changes beyond the control of construction contractors. Because of the difficulty in obtaining firm prices for isocyanurate, steel and petroleum-based products from suppliers, Peterson Roofing cannot provide fixed firm prices for isocyanurate and steel products for future projects.