

## ADDENDUM A

In consideration of the mutual covenants and promises of the parties hereunder, this Addendum A, shall be incorporated into and made a part of the Agreement for services in connection with balcony repairs dated October 1, 1012, revised April 4, 2013 (the "Agreement") between Peterson Roofing, Inc. ("PRI") and Dana Point Condominium Association (the "Association". To the extent there is any inconsistency between this Addendum and the Agreement, this Addendum shall control.

The Agreement is modified as follows:

- I. The General Project Notes/Terms & Conditions, at the paragraph entitled "Mold" is modified as follows: Subsection 1 shall only refer to claims relating to mold as set forth in this Paragraph, and no other claims; ~~and Subsection 2 is deleted in its entirety.~~ *jl*
- II. The General Project Notes/Terms & Conditions, at the paragraph entitled "Payments" is modified by deleting the last sentence, ~~regarding costs of collection and attorneys fees, in its entirety.~~ *jl* ~~and replaced with "the prevailing party~~  
~~shall be entitled to fees and costs of collections, including reasonable attorney fees"~~
- III. The General Project Notes/Terms & Conditions, at paragraph entitled "Payments" is modified by adding the following:

Payments shall be made within thirty days after PRI submits its invoice for payment, containing specific detail to itemize the services and materials upon which it seeks payment. No service charge or interest shall accrue on disputed amounts ultimately found not to be due. Disputed amounts ultimately found to be due shall bear interest at said rate from the date beginning on the thirty-first day after the invoice was submitted to the Association for payment.

- IV. The following shall be added to the Agreement::

**INDEMNIFICATION BY PRI; INSURANCE:** PRI shall indemnify and hold harmless the Association, its directors, officers, employees, managers, members and agents, from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance or non-performance of the services and work provided pursuant to this Agreement, provided that any such claim, damage, loss or expense is (a) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of the use resulting therefrom and (b) caused in whole, or in part, by any negligent act or omission or intentional act of PRI or any subcontractors, anyone directly or indirectly employed or retained by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder.

PRI shall maintain at all times during the term of this Agreement the following insurance coverage and any other additional insurance and/or bonds

required by law: Commercial General Liability insurance with limits of at least \$1,000,000 per occurrence for bodily injury or death and property damage liability and at least \$2,000,000 General Policy Aggregate (applicable to Commercial General Liability Policies); and Workers Compensation insurance in the amount of statutory limits. The Association shall be named as an additional insured on all Liability policies. At no time shall any employee or agent of PRI come on to the Association's Property without any and all of the foregoing insurance coverage in place. PRI shall immediately provide proof of such insurance upon request by the Association.

- III. The following shall be added to the Agreement: PRI shall only perform the work and provide service pursuant to the direction of the Association, its Architect, its balcony contractor, or any other authorized agent. The Association may terminate this Agreement at any time, and PRI shall be entitled to payment for proper services and materials it provided up to the date of termination.

DANA POINT CONDOMINIUM  
ASSOCIATION:

By: Christie Ray, AS AGENT  
Title: Property Manager  
Date: 5/13/13

PETERSON ROOFING, INC.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

# Peterson Roofing/Torres

## 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 manufacturer 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 DCP coverage. This will be ordered and issued on a cost basis. PRI reserves the right to leave mapped 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 Arlington Heights, 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.