

## **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.
- 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.
- 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: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

PETERSON ROOFING, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_