



Preventative Maintenance Agreement

5101 Cottman Ave * Unit A * Philadelphia, PA 19135 * 1-800-948-3301

Job Number	
Purchase/Billing Information	
Contact:	_____
Company:	_____
Address:	_____

City:	_____
State:	_____ Zip: _____
Phone:	_____
E-Mail:	_____
Purchase Order Number (if applicable): _____	

Reference Number	
Job Location	
Contact:	_____
Company:	_____
Address:	_____

City:	_____
State:	_____ Zip: _____
Phone:	_____
E-Mail:	_____

Elite Roofing Project Manager: Paul Cooper
Elite Roofing Service Representative: Jim Becker

Branch Office: Philadelphia, PA 19135
Phone: 1-800-948-3301

Elite Roofing agrees to complete a roof inspection of all/ x Roof Areas 2 times a year. Price \$ _____ per foot.
Total sq ft: _____ Total Price: _____

Scope of Services
<ul style="list-style-type: none"> • Inspection: Roof inspections include the following: (i) visual inspection of the roof membrane and roof surface conditions; and (ii) inspection of the flashings. • Documentation: A checklist will be completed detailing (i) current conditions observed and (ii) corrective repairs necessary. • Housekeeping: During the inspection, normal housekeeping will be performed. This will include (i) debris removal and field membrane and (ii) removal of debris from around the drain covers, gutters, and scuppers. <p><i>Note: Debris left behind by contractors or as a result of a natural disaster is not included during inspection.</i></p>

This agreement shall remain in effect for a term of (1) year from the date of Purchaser's signature and shall automatically renew for one (1) year periods thereafter *with a 4% annual increase in Price. This agreement can be terminated by either party with 30 days written notice.

Purchaser
By my signature below, I certify that I have the authority to bind the purchaser and have had the opportunity to review the terms of this Agreement, including those set forth on the reverse side. On behalf of the Purchaser, I understand and accept said terms and agree to be bound thereby.
Approved and accepted by Purchaser: _____
Printed Name and Title: _____
Date: ___/___/___



SUBJECT TO THE TERMS AND CONDITONS ON REVERSE SIDE



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This Agreement is subject to the following Terms & Conditions:

The scope of work is limited to what is stated on the face herein. Unless specifically stated in writing, the price does not include (i) removal or abatement of any hazardous materials, including but not limited to asbestos. **THERE IS NO WARRANTY OF ANY KIND AND ELITE ROOFING DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL ELITE ROOFING BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND. ELITE ROOFING ENTIRE LIABILITY FOR ANY LOSSES, DAMAGES, OR EXPENSES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES (INCLUDING, BUT NOT LIMITED TO, CAUSES OF ACTION ALLEGING BREACH OF CONTRACT, BREACH OF WARRANTY, PREMISES LIABILITY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT) IS LIMITED TO THE COMPENSATION PAID FOR THE SERVICES.**

Purchaser acknowledges that **ELITE ROOFING** has not performed any engineering, architectural or other such analysis of the structure upon which the roofing services are performed, and that **ELITE ROOFING** has not and will not perform any consulting services, or in any way represent itself as a consultant. All inspection reports and recommendations for corrective action will be provided by **ELITE ROOFING** in its capacity as a contractor, not as an engineer or architect. Moreover, Purchaser acknowledges that it is responsible for obtaining any structural, engineering or other architectural analysis of the building(s) on which the work is to be performed.

Unless otherwise stipulated, payment terms covering the services provided herein are: Price due in full upon receipt of invoice. In the event Purchaser fails to pay any balance when due, then the entire balance shall immediately be due and payable. A service charge of 1% per month will be added to all balances past due 30 days, except that if a lesser amount is mandated by any controlling law, then the rate shall prevail.

Purchaser agrees that it has informed **ELITE ROOFING** of all current and non- **ELITE ROOFING** warranties in effect for the roof covered under this Agreement. Purchaser shall indemnify, protect and hold **ELITE ROOFING** harmless from any claims (including court costs and legal fees) damages, actions or injuries, or the termination of a non-**ELITE ROOFING** warranty, arising from the performance by **ELITE ROOFING** of these roofing services.

The performance of the work contemplated by this Agreement shall be governed solely by the terms and conditions stated herein, and no other terms and conditions, order acknowledgement or purchase order or any other kind of documentation furnished by the customer shall be construed as an acceptance of any terms or conditions contained in such document which are inconsistent with the terms and conditions stated herein.

Any disputes or actions relating to or arising out of the work to be performed pursuant to this Agreement shall be exclusively governed by the laws of the Commonwealth of Pennsylvania. Jurisdiction and venue of any and all causes of action arising out of or relating to this Agreement shall be exclusively vested in the state or federal courts in Washington County, Pennsylvania. Purchaser irrevocably waives any objection it now has or may hereafter have to the convenience, fairness or propriety of said venue.

NOTICE:

Purchaser acknowledges and agrees that moisture may have entered into the building prior to **ELITE ROOFING'S** roof installation and/or repair of the roofing system, which may have resulted in mold growth, **ELITE** disclaims any and all responsibility for damage to persons or property arising from or related to the presence of mold in the building. By executing the contract to which this Notice is affixed, Purchaser agrees to the following: 1) releases **ELITE ROOFING** from any and all claims Purchaser and Purchaser's insurer, employees, tenants and/or any other building occupant or invitee may have as a result of such mold growth; and 2) agrees to defend, indemnify, and hold harmless **ELITE ROOFING** from any and all penalties, actions, liabilities, costs, expenses and damages arising from or relating directly or indirectly to the presence of mold on or in Purchaser's building.



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City:	_____

Job Location:	
Contact:	_____
Company:	_____
Address:	_____

City:	_____

Approved and Accepted	
As a representative of the Purchaser, I acknowledge the satisfactory completion of the inspection and acceptance of the work performed by Elite Roofing.	State: _____ Zip: _____
	Phone: _____
	E-Mail: _____
Purchaser: _____ (Authorized signature)	Date: __/__/__

Inspection Authorization	
Print Name/Title: _____	
Inspection performed by: _____	Date Inspection Performed: __/__/__
On behalf of Purchaser, I authorize Elite Roofing, to perform the inspection in accordance with the Preventative Maintenance Agreement dated: __/__/__ at the base price of \$_____.	
Purchaser: _____ (Authorized signature)	Date: __/__/__

State: _____ Zip: _____

Corrective Action Authorization	
On behalf of the Purchaser, I <input type="checkbox"/> authorize <input type="checkbox"/> do not authorize Elite Roofing to Perform corrective action defined by code "U" in the Preventative Maintenance Checklist for \$_____ per attached work order.	
Purchase Order Number (if applicable): _____	
Purchaser: _____ (Authorized signature)	Date: __/__/__
Print Name/Title: _____	

Phone: _____

E-Mail: _____





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