

METALMASTER ROOFMASTER

4800 METALMASTER WAY, MCHENRY, IL 60050
TELE: (815) 459-6415 FAX: (815) 459-6596

Master Service Agreement

THIS MASTER SERVICE AGREEMENT ("Agreement") is made effective as of the date affixed below by and between:

Palatine Township
(hereinafter referred to as "Owner")
721 South Quentin Road, Suite 101
Palatine, IL 60067

and

METALMASTER ROOFMASTER, INC.
4800 Metalmaster Way
McHenry, Illinois 60050

Recitals

WHEREAS, Owner is the owner of certain real property located at 721 South Quentin Road, Palatine, IL 60067 (hereinafter referred to as the "Subject Property"); and

WHEREAS, Owner desires that METALMASTER ROOFMASTER, INC. (hereinafter referred to as "METALMASTER") perform periodic inspections and preventative maintenance and repairs as more fully set forth herein; and

For good and sufficient consideration, the receipt of which is hereby acknowledged, IT IS HEREBY AGREED THAT:

Term

The initial term of this Agreement shall begin on the date stated above and will continue for a period of one (1) year thereafter. This Agreement shall automatically renew at the expiration of the initial term on an annual basis at the current rate. The Owner may terminate this Agreement beyond any additional annual term upon thirty (30) days written notification to METALMASTER prior to the expiration of any annual term.

Scope

A. *Maintenance and Repairs.* Preventative maintenance and proactively making repairs are essential to extending the useful life of a roof. Proper roof maintenance will also preserve the valuable protection of the manufacturer's warranty.

Throughout the term of this Agreement, METALMASTER will be available to Owner to provide maintenance and repair services to the EPDM, PVC, and Shingle roof areas only including, but not limited to the following, if applicable:

1. 24 hour emergency response during which temporary repairs may be made to prevent further damage until a permanent solution can be applied;
2. Planned repairs agreed upon and authorized by Owner;
3. Snow and ice removal;
4. Field and flashing repairs;
5. Removing debris from the roof, drains and gutters;

6. Alterations, maintenance, service and any other additional work authorized by Owner and Warranty provider so that warranty protection is maintained;

To the greatest extent possible, METALMASTER will be prepared to perform recommended and agreed upon maintenance and repairs at the initial site visit. If not, recommended and agreed upon maintenance and repairs will be scheduled for a mutually convenient time with the Owner.

Prior to any work being performed, METALMASTER will require prior written authorization from Owner. All work as agreed upon will be performed on a Time and Material Basis, or otherwise by agreement. Premium rates will apply for after hour and emergency work performed by METALMASTER.

B. Preventative Maintenance Inspections. An effective preventative maintenance program should encompass routine inspections of the roofing system to identify potential problems which could severely damage the roofing system and surrounding or adjacent building components. The failure to perform routine inspections can also void the valuable protection of the manufacturer's warranty. Accordingly, METALMASTER strongly recommends two (2) semi-annual comprehensive preventative maintenance inspections. As part of this Agreement, METALMASTER will provide semi-annual comprehensive preventative maintenance inspections. The inspections will be scheduled at a time mutually convenient to both parties.

METALMASTER'S comprehensive preventative maintenance inspection consists of a visual examination of readily accessible systems and components as follows and as applicable:

1. *Gutters and Drains.*
 - Check for leaves, dirt or any other visually apparent obstructions which can hinder proper drainage.
 - Check seals.
 - Check screens and strainers.
2. *Roof Top Units and Penetrations*
 - Check vents, hatches, stacks, skylights and HVAC equipment penetrations for potential or any visually apparent water infiltration.
 - To the extent possible, confirm that condensation currently draining from HVAC units onto the roof deck is piped to drains.
 - Check rain caps on stacks.
 - Check seams in units.
 - Check for any visually apparent damage to the roof system that occurred in servicing roof-top units.
3. *Flashings, Roof Edges, Terminations, Expansion and Control Joints*
 - Check for any visually apparent cracks or splits at roof terminations, including edge flashings and expansion joints.
 - Check coping joints and metal flashings.
 - Check flashings at all walls, pipes, ventilators and other penetrations.
 - Check for any visually apparent open joints, sagging flashing, missing counter-flashings, punctures, tearing due to building movement, and missing or protruding fasteners.
4. *Service Area of Roof*
 - Walk entire surface of roof and check for any visually apparent soft spots, blisters, splits, ridging or bare spots.
 - Check for any visually apparent mechanical or physical damage caused by tools or heavy objects, hail, vandalism or excessive foot traffic
 - Check for any visually apparent blisters or interlayer separation.
 - Check for any visually apparent indications of ponded water or other signs of poor drainage.
5. *Defects*
 - Check for any visually apparent pinholes.
 - Check for any visually apparent erosion of coating.
 - Check for any visually apparent cracks and moisture penetration.

Upon completion of the inspection, METALMASTER will document the results of the inspection and provide Owner with an inspection report which will contain suggestions for preventative maintenance or necessary repairs, if any.

Prior to any work being performed, METALMASTER will require prior written authorization from Owner. All work as agreed upon will be performed on a Time and Material Basis, or otherwise by agreement. Premium rates will apply for after hour and emergency work performed by METALMASTER.

B. *Special Inspections.* From time to time, it may become necessary to have a special inspection performed. For example, it is recommended that an inspection be performed upon construction on or above the roof or adjacent areas, installation of new equipment on the roof; extreme weather conditions such as hail, high winds or unusually heavy snow load; or fire, vandalism or other known damage to the roof or adjacent areas.

Throughout the term of this Agreement, and any extensions thereto, METALMASTER will be available to Owner to perform any special inspections upon the prior written authorization from Owner.

C. *Additional Work.* Any items not specifically set forth herein shall be considered additional work and outside of the scope of the Agreement. Prior to any work being performed, METALMASTER will require prior written authorization from Owner. All work as agreed upon will be performed on a Time and Material Basis, or otherwise by agreement. Premium rates will apply for after hour and emergency work performed by METALMASTER.

Fees

Upon execution of this Agreement and for the services herein agreed upon, Owner agrees to pay METALMASTER the annual sum of \$1,390.00 METALMASTER shall have no obligation under this Agreement until payment in full is received by METALMASTER. METALMASTER reserves the right to cancel this Agreement at any time for non-payment upon written notification to OWNER.

Performance

A. *Labor and Equipment.* METALMASTER shall furnish the skilled servicemen, materials, tools, and equipment needed to perform the work as set forth herein.

B. *Insurance.* Upon Owner request, METALMASTER will provide OWNER with evidence of worker's compensation, general liability and/or property damage insurance in form, content and amount satisfactory.

C. *Storage.* Throughout the term of this Agreement, and any extensions thereto, METALMASTER shall be presumed to have the OWNER's tacit approval and consent to park or otherwise leave material on the jobsite.

D. *Debris Removal.* METALMASTER shall cart away surplus materials and debris from their work on the jobsite.

E. *Separate Contracts.* OWNER may allow other non-roof related contracts in connection with the Subject Property and METALMASTER shall cooperate with any other such contractors, if necessary.

F. *Access.* Throughout the term of this Agreement, and any extensions thereto, Owner shall provide METALMASTER with reasonable access to the roof for METALMASTER to perform any services as agreed upon with Owner or as otherwise contemplated herein.

Miscellaneous

A. **Termination.** Either party may terminate this Agreement by giving thirty (30) days written notice to the other party if (i) the other party becomes insolvent, files a petition in bankruptcy, or otherwise transfers or ceases doing business; or (ii) the other party fails to cure a material breach of this Agreement within seven (7) days after receipt of written notice of such breach from the party not in default; or (iii) if either party institutes any legal proceeding to enforce any term(s) of this Agreement or in any way related to the services performed; or (iv) by mutual agreement of the parties. Any expiration or earlier termination of this Agreement does not modify or alter any of the obligations of the parties that accrued prior to such termination.

B. **Price Modification.** METALMASTER reserves the right to amend the price of this Agreement upon sixty (60) days written notice of the change to OWNER.

C. **Warranty.** METALMASTER warrants that services will be performed in a professional and workmanlike manner with a reasonable standard of care in accordance with general industry standards. EXCEPT FOR THE PRECEDING WARRANTY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, METALMASTER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE PREVENTATIVE MAINTENANCE SERVICES.

D. **General Limitations.** Inspections performed by METALMASTER are solely limited visual inspections and will not be technically exhaustive (ie. inspection that involves dismantling, the extensive use of advanced techniques, measurements, instruments, testing, calculations, or other means) and will not identify latent defects or concealed conditions. The purpose of the inspection is to provide you with information about the condition of certain roofing and roofing related items. A system or component is not readily accessible if Inspection requires moving personal property, dismantling, destructive measures, or any action that will, in the opinion of METALMASTER, likely involve risk to persons or property. Anything not readily observable because it is concealed or inaccessible due to obstructions including (but not limited to) floor coverings, suspended ceiling tiles, insulation, furniture or other personal property, soil, vegetation, water, ice or snow cannot be inspected. METALMASTER is not required to move or disturb such items in order to diminish or eliminate the obstruction. METALMASTER inspections are not required to determine the condition of systems or components which are not readily accessible; the remaining life of any system or component; the causes of any condition or deficiency; future conditions including, but not limited to, failure of systems and components; alterations, maintenance, repairs or any other work performed by anyone other than METALMASTER; the suitability of the property for any specialized use; compliance with regulatory requirements (codes, regulations, laws, ordinances, etc.); the market value of the property or its marketability; the advisability of the purchase of the property.; the presence of potentially hazardous plants, insects or animals including, but not limited to wood destroying organisms or diseases harmful to humans; the presence of any environmental hazards including, but not limited to toxins, carcinogens, asbestos, mold, noise, and contaminants in soil, water, and air; any and all materials which may have an adverse reaction to the system; the effectiveness of any system installed or methods utilized to control or remove suspected hazardous substances. Water/moisture leaks seepage and drainage problems are often only visible during or after a certain amount of rain or other exposure to moisture. It is thus impossible to observe water/moisture leaks seepage and drainage problems unless the inspection is conducted during or immediately after rain or other exposure to moisture sufficient to reveal such problems.

E. **Limitation of Liability.** IN NO EVENT WILL METALMASTER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES SET FORTH HEREIN, AGREED UPON SERVICES WITH OWNER OR THE USE OF METALMASTER PRODUCTS. IN NO EVENT WILL METALMASTER'S TOTAL LIABILITY FOR ANY DAMAGES IN ANY ACTION BASED ON OR ARISING OUT OF OR IN CONNECTION WITH SERVICES SET FORTH HEREIN EXCEED THE TOTAL AMOUNT PAID BY OWNER FOR SERVICES PROVIDED FOR IN THIS AGREEMENT. OWNER AGREES TO HOLD HARMLESS AND INDEMNIFY METALMASTER FOR ANY CLAIMS, LOSSES OR DAMAGES RELATED THERETO INCLUDING, BUT NOT LIMITED TO REASONABLE ATTORNEYS FEES AND COSTS.

F. **Entire Agreement.** This Agreement contains the entire understanding between the parties hereto, with respect to the subject matter hereof, and supersedes any and all prior contracts and agreements. In the event of any conflict between a provision of this Agreement and any other document, this agreement shall control. This Agreement can be altered, amended or varied only by a written document signed by both parties.

G. **Governing Law.** This agreement shall be construed under and governed by the law of the State of Illinois, without regard to the conflict of law provisions thereof.

H. **Arbitration.** Any dispute concerning the interpretation of this Agreement or arising from any agreed upon services shall be resolved by arbitration conducted in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding and shall not be subject to appeal or a question of fact, law or mixed fact and law.

I. **Collection.** All amounts due METALMASTER that are not paid timely shall bear interest at the rate of eighteen percent (18%) per annum. If METALMASTER has to initiate legal or collection proceedings to enforce any terms of this Agreement, Owner shall pay METALMASTER all reasonable attorney's fees, court costs and related expenses.

J. **Limitations Period.** Any legal action arising from this Agreement or from any agreed upon services, including (but not limited to) the arbitration proceeding more specifically described above, must be commenced within one (1) year from the date of the services. Failure to bring such an action within this time period shall be a complete bar to any such action and a full and complete waiver of any rights, or claims based thereon. This time limitation period may be shorter than otherwise provided by law.

K. **Severability.** If at any time any provision or portion of a provision of this Agreement shall be held to be illegal, void, or unenforceable, such provision or portion thereof held illegal, void, or unenforceable shall be of no force or effect and shall not impair the enforceability of any other provision or the remaining portion of such provision, as the case may be.

L. **Ambiguity.** If an ambiguity or question of intent arises with respect to any provision of this Agreement, this Agreement shall be construed as it drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring either party by virtue of authorship of any of the provisions of this Agreement.

IN WITNESS THEREFOR, the parties have hereunto set their hands and seal this 13th day of January, 2016.

METALMASTER ROOFMASTER, INC.


Authorized Representative

Daniel F. Smeja
Written Name of Signature

Principal
Title

OWNER


Authorized Representative

Sharon Langlotz-Johnson
Written Name of Signature

Supervisor
Title