



Standard Terms, Conditions and Disclaimers

Caldwell Contracting, LLC (www.Caldwells-Roofing.com)
1780 Hyden Park Ln; Auburn, AL 36830 334.332.7799

2/6/2024
caldwbr@gmail.com

To establish a clear understanding and ensure mutual success between customer and contractor (Caldwell Contracting LLC, operating as "Caldwell's Roofing" and conducting business in Alabama from our base at 1780 Hyden Park Ln, Auburn, AL 36830), we outline these standard terms. These terms complement any specific contract we engage in, provided this document is referenced. In case of any discrepancies, the specific contract terms will prevail, yet this document remains a significant part of our agreement.

I. Sole Arbitor: The contract, supplemented by this document, outlines our work's scope, terms, and conditions, superseding prior communications to form a binding agreement.

II. Unforeseen Circumstances: Should unforeseen circumstances arise, we reserve the right to propose adjustments via change orders, subject to your approval. Declining such proposals may necessitate contract termination under agreed terms.

III. Safety: During roofing work, the risk of encountering debris, nails, power cords (tripping hazard), and falling objects is inevitable. We prioritize safety measures to limit these hazards. However, we ask for your help in ensuring all occupants and visitors are kept informed about potential dangers and that pets are adequately sheltered for their protection. By choosing to work with Caldwell Contracting LLC, you agree to be responsible for communicating this risk and to hold us harmless for any incidents that may occur due to the inherent risks of construction activities, underlining our collective commitment to maintain a safe environment.

IV. Visual Documentation: Caldwell Contracting LLC reserves the right to capture photos and videos of the property and work progress. These visuals may be used for advertising or documenting the quality of our work. Your cooperation ensures we can showcase our craftsmanship while respecting your privacy and property.

V. Site Promotion: Caldwell Contracting LLC may use various promotional materials on-site, such as signage or vehicle branding, essential for our business visibility. We kindly ask that these materials remain in place to help share our workmanship with the community.

VI. Landscape Consideration: The nature of construction may impact landscaping despite our best efforts to minimize such effects. We understand and appreciate your patience if minor alterations occur, recognizing it as a part of the construction process.

VII. Caution for Tire Safety: During the project, we advise inspecting driving areas for potential debris and nails. Upon completion, contractor conducts comprehensive cleanups. We encourage vigilance to prevent tire damage and are available for additional cleanup if necessary.

VIII. Vehicle/Property Safety: There is no liability to contractor if vehicles are not parked out of dangers of falling items or paint overspray. Construction activity is loud and causes vibrations; secure any precarious objects. Should it be discovered that decking has not been cut back at ridge for ventilation, customer agrees to extra cost of covering attic space with plastic (if possible/desired) or disclaiming liability for dust/debris falling therein.

IX. Work Access:

A. Work Continuity: Please allow our team to proceed without interruptions, barring emergencies. Any necessary work pauses may lead to additional discussions about project timing and costs.



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B. Property Access: We appreciate access to the project area from 7:00 AM to 7:00 PM, Monday through Saturday, excluding major holidays, to keep the project on schedule.

C. Utilities Support: Access to power and water is essential for our work; your assistance in providing these is greatly appreciated.

D. Storage Consent: We might need to temporarily store materials and tools on-site. While we aim to minimize impact, we're grateful for your understanding and cooperation in maintaining the set areas for storage.

X. Workmanship. In general, workmanship shall be considered acceptable if rendered within the margins of the Residential Construction Performance Guidelines, published by National Association of Home Builders (<https://www.nahb.org/blog/2022/08/new-edition-residential-construction-guidelines>). More specifically, contractor notes the following considerations about various roof/construction types:

A. General: Existing structural irregularities, such as out-of-squareness or sagging, are beyond our responsibility since we did not install foundational elements like rafters or decking.

i. Achieving symmetry in certain conditions may not be feasible, especially when existing framing conditions preclude it, and such limitations are acknowledged upfront.

ii. Pre-existing property conditions, including but not limited to microbial growth or structural deterioration, fall outside our project scope.

iii. Unanticipated project elements may necessitate change orders, subject to mutual agreement, to address issues professionally and lawfully.

iv. Permit-related unforeseen requirements may lead to adjustments in project scope and costs.

v. We may prioritize functional integrity over aesthetics in transitional or leak-prone areas.

vi. Our project scope is clearly defined, and work beyond this scope is not included.

vii. The aesthetic outcome of work outside the agreed scope is not guaranteed.

viii. Our commitment is to fulfill the contracted scope, not to meet subjective aesthetic desires.

ix. Prompt payment is expected upon substantial completion, with consideration that contractor will, after payment, make any agreed-upon adjustments for outstanding minor items.

x. The customer is responsible for the condition of underlying structures unless specifically addressed otherwise.

xi. Changes to agreed material specifications require formal change orders.

B. Standing-Seam Metal Panels:

i. Oil-canning, a slight waviness in the panels, is a natural characteristic and considered normal.

ii. Minor scratches on the surface may occur during installation. Touch-ups are possible but may affect the appearance; your understanding is appreciated.

iii. For installations over less-than-ideal decking, the durability of the roofing system might be impacted. Your agreement not to hold us responsible for any related issues is crucial.

iv. Installing this roofing system on slopes less than 4:12 carries inherent risks, including potential for leaks. Customer acknowledges and waives liability for desired installation in these regions.

C. Copper Panels:

i. Copper may look imperfect after installation - there may be fingerprints, oil marks, rain effects, anvil scratches, deadblow hammer smears, and other phenomenon going on which can make it look dirty. Copper's initial appearance includes marks and variations from installation, evolving into a distinguished patina. This transformation is a natural and expected feature of copper roofing.



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- ii. Double-lock seams, if used, can be difficult with a somewhat unforgiving material like copper. Some local regions of roughly single-lock seams may be unavoidable and shall be accepted.
- iii. Copper nails and/or stainless steel screws may be used as per contractor's judgment.
- iv. Where a roof plane has not been framed in a square fashion, contractor may align with eave, rake, or split the difference. Alignment with the rake may result in a slight stair-stepping effect at eave.

D. Classic Rib Metal Panels:

- i. The positioning of neoprene-washer thru-fasteners may not be strictly symmetric.
- ii. Minor variations at the eave or rake edges, particularly in pre-existing out-of-square framing scenarios, shall be deemed acceptable.
- iii. Occasional marks on painted or galvalume steel panels are part of the installation process, accepted as normal and not detracting from the system's overall performance.
- iv. Installing this roofing system on slopes less than 4:12 carries inherent risks, including potential for leaks. Customer acknowledges and waives liability for desired installation in these regions.

E. Asphalt Shingles:

- i. Minor flexing or buckling of shingles up to ½ inch is within acceptable limits, acknowledging natural variations without compromising the roof's integrity.
- ii. Shingles at hips or ridges may lift up to 3 inches initially, with an expectation of settling over time due to heat and natural conditions.
- iii. Slight irregularities at the shingle line's base are considered part of the material's character, not affecting overall performance.
- iv. The inclusion of drip edge modifications or installations is included only if specified in the contract details or if required by local code.
- v. Standard removal includes one layer of existing roofing, with additional layers addressed through change orders to manage expectations and costs effectively.
- vi. A degree of granules in gutters and minor debris on the ground post-installation is anticipated, reflecting the inherent aspects of roofing projects, with an emphasis on thorough but realistic clean-up standards.

F. Single-Ply Membrane (PVC/TPO/etc.) Flat/Low-Slope Roofing:

- i. Slight wrinkles resulting from heat welding seams or patches are a normal part of the installation process and are acceptable.
- ii. Minor burn marks from heat welding are inherent to the technique and acceptable.
- iii. Any accidental tears or punctures will be professionally patched, with such repairs deemed acceptable and effective for maintaining roof integrity.
- iv. Patches on inside/outside corners and metal flashings may not be aesthetically pleasing but are necessary for a watertight roof, thus considered acceptable.
- v. Occasional discoloration from tar, granules, or other materials is normal and acceptable.
- vi. The product's standard white or other color and its appearance, sometimes viewed as less attractive, is acknowledged by the customer, who accepts it as part of the roofing solution.
- vii. The visibility of the scrim mesh pattern at weld locations is a normal occurrence and acceptable as it does not compromise the roof's functionality.

G. Acrylic/Elastomeric/Etc. Roof Coatings:

- i. Aesthetic Expectations: The finish of elastomeric/acrylic coatings may not meet traditional



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aesthetic standards, appearing rough or uneven. Customers should be prepared for its unique appearance, understanding its functional benefits over its visual appeal.

ii. These coatings typically present in shades of white or gray, chosen for their reflective properties rather than decorative appeal. Customers acknowledge this characteristic and understand it contributes to the product's effectiveness in energy efficiency.

iii. Customer understands that coating products are viewed by contractor as a 'bandaid,' and long or reliable performance should not be expected from them. A proper roof system is needed (membrane, etc., for flat or low-slope situations) to guarantee long and reliable performance, and customer holds contractor harmless from less reliable performance of an economy option like a coating product.

XI. Time Frame Adjustments: The contractor aims to complete work within the agreed timeline, with flexibility for unforeseen delays such as weather, emergencies, or material logistics. Adjustments may also occur due to change orders or if customer obligations are unmet. Any delay penalties will adhere to contract terms, capped at \$100 when not specified. This approach ensures fairness and acknowledges the dynamic nature of construction projects.

XII. Payments and Procedures:

A. Prompt Payment Obligation: It is critical that payments adhere to the schedule specified in our agreement. Unless stated otherwise in primary contract, payments are due within one week of the invoice issuance, deliverable directly to the contractor or via credit card. Should payment be delayed, an agreed valuation of loss from failure of timely payment terms, equating to 20% of the contract's total value, will be enforceable. An annual interest rate of 20% on the overdue amount will accrue from the due date until payment is made in full. This clause is designed to ensure timely compliance with the payment schedule, reflecting the importance of maintaining cash flow and operational efficiency for both parties involved in the contract. The customer also acknowledges responsibility for any and all legal expenses incurred by the contractor in securing full payment. This stipulation ensures equitable treatment and supports our commitment to delivering quality service within the agreed timeframe.

B. Credit Card Transactions: For your convenience, payments via credit card are accepted, with a minimal processing fee (3.66%) to cover transaction costs. This allows us to offer you the flexibility of payment methods while ensuring that project funds are managed efficiently.

XIII. Environment: Customers should be aware that, despite our commitment to professionalism, the nature of construction work may lead to instances where workers' language or behavior does not align with our standards. We request that any concerns or communications be directed primarily to the contractor, not to the workers or subcontractors, to ensure smooth project management and maintain a respectful and safe working environment for everyone involved.

XIV. Collaboration and Respect: Contractor values a collaborative and respectful partnership. We understand that unforeseen challenges, such as change orders arising from circumstances beyond our control, or other arising issues, can create stressful job situations. In the event that a customer exhibits a lack of fair behavior or a reluctance to engage in constructive discussion during such situations, we agree that in these exceptional cases, losses incurred by the contractor will be set at 20% of the total contract price. This provision aims to encourage open communication and cooperation, fostering a positive working environment for both parties.



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XV. Materials and Ownership: The contractor may order extra materials for project efficiency, and any surplus materials remain the contractor's property. Please note that the contract specifies the scope of work and price, and the contractor is committed to these terms. Your understanding is appreciated. The contractor may, as a courtesy, offer a few leftover packs of shingles or other materials if customer desires, but is not required to.

XVI. Interpretation: In case any unforeseen issues arise during the project, not covered in this agreement or the contract, customer will give the contractor the benefit of the doubt.

XVII. Use of Equipment/Machinery/Ladders/Tools/Vehicles: Please be advised that the contractor's equipment, machinery, ladders, tools, and vehicles should not be used by the customer or any associated individuals, including workers, employees, subcontractors, friends, and relatives. In the event of injury resulting from such unauthorized use, the customer agrees to accept sole liability and hold the contractor harmless from any related claims. Additionally, if any of the mentioned items are damaged by the customer, the customer is responsible for reimbursing the contractor within 24 hours for either the fair market value or the replacement cost, whichever is greater, as determined by the contractor. It is assumed that the customer and their associated parties have insurance coverage for customer's items/property, and the contractor's liability for any damage is limited to a maximum of \$500. In cases where there is a written agreement for the contractor to use the customer's equipment, please ensure that such equipment is in good working order. Otherwise, losses, assessed at 20% of the contract price unless otherwise specified in the contract, may be due to the contractor. The contractor shall not be liable for any malfunction or damage to customer-owned tools or equipment unless gross negligence on the contractor's part is proven.

XVIII. Poor Placement of Lines: In the event that freon lines are positioned in close proximity to the work surface, typically a roof in the contractor's case, the contractor shall not be held liable for any damages resulting from nails or screws penetrating the lines or any necessary repairs. Should the contractor or a subcontractor be engaged to address this issue, they may bill for the repair work along with an additional fee as determined by the contractor. Similarly, if plumbing lines are located near the work surface, usually a roof, the contractor cannot be held responsible for damages caused by nails or screws puncturing the lines or any repairs that may be required. In such cases, if the contractor or a subcontractor is contracted to rectify the situation, they reserve the right to bill for the repair work and apply a fee at their discretion. Furthermore, the contractor is not liable for any water leaks or subsequent events, whether the penetration was previously known or not. In cases where electrical lines are in close proximity to the work surface, typically a roof, the contractor shall not assume liability for any damages resulting from nails or screws puncturing the lines or any required repairs. If the contractor or a subcontractor is enlisted to address this issue, they may bill for the repair work and apply a fee as determined by the contractor. Additionally, the contractor is not responsible for any fires or subsequent events, regardless of whether the penetration was previously known or unknown. These are cases of poor prior conditions.

XIX. Closing. In entering into this agreement, both parties acknowledge their commitment to a successful roofing project characterized by professionalism, cooperation, and mutual respect. We appreciate your trust in Caldwell Contracting LLC ("Caldwell's Roofing") and look forward to delivering high-quality roofing services in accordance with the terms outlined herein. Should you have any questions or require further clarification, please do not hesitate to reach out. Thank you for choosing us as your roofing partner.