



Roof-A-Cide ® Service Agreement

Date: July 1, 2021

Owner Address

Calais at Pelican Bay
7064 Pelican Bay Blvd
Naples, FL 34108

**Name of Building
Address**

Calais at Pelican Bay
7064 Pelican Bay Blvd
Naples, FL 34108

**Contact Person
Phone
Email**

Ellen Dennis
314-283-1789
ellenddennis@gmail.com

Crowther "Roof-A-Cide" is a "Roof Cleaning Management Program," developed by Crowther Roofing, that enables you to manage your roof cleaning with a proactive program and allows you to gain the maximum amount of aesthetics from your roof for the least amount of cost.

Crowther Roofing and Sheet Metal of Florida, Inc. (hereafter "Crowther") agrees to perform the initial and 2 Year interval cleanings (at a discounted rate) after the effective date hereafter, to provide roof cleaning maintenance, for a one (2) year period as identified below, subjected to the terms and conditions hereof; and Owner or his agent (hereafter "Owner") agrees to terms and conditions hereof as follows:

The intent of Crowther Roof-A-Cide is to bring the original aesthetic condition as close as possible to its original luster by means of applying Crowther Roof-A-Cide. Crowther Roofing has developed and patented Crowther Roof-A-Cide. Crowther Roof-A-Cide is a non-rinse formula and preventive treatment solution. The use of Crowther Roof-A-Cide eliminates black algae, moss, mildew and fungus. Roof-A-Cide is a product that works overtime in conjunction with natural rainfall and weather conditions. **RESULTS ARE NOT IMMEDIATE.** This program is most effective with one initial thorough cleaning and then two-year incremental applications. This contract is for a one (1) year period offer. Renewal contracts will be issued at the end of this contract. Technicians must have water access at each building for purposes of mixing chemical and rinsing vegetation.

Owner/Agent Initials _____

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Roof Section(s)/Building(s)**Square Feet****Composition**

7000,7008,7016,7024,7032,7040,
7048,7056,7064 Pelican Bay Blvd

9,000 +/- total SF

Concrete Tile

Application to consist of one (1) initial spray on the quoted building (s).
No follow up application needed. This proposal is per every 2-year cleaning.

Recommend treatment every 2 years at a cost of: \$23,754.00 per treatment

Transfer of Agreement:

This agreement may be transferred to a new owner by notifying Crowther in writing, within 60 days of the sale of the property, along with a \$500.00 transfer fee.

Cancellation Policy:

Either party may cancel this agreement for any reason by a written notice of thirty days. In the event of a failure to pay Crowther for the work performed pursuant to this proposal, Crowther shall be entitled to recover the reasonable attorney's fees incurred in collecting the amounts owed to Crowther. For your convenience, the Roof-A-Cide Program is auto renewed to prevent any lapse in coverage for inspections, maintenance, repairs, and emergency service. Owner/ Owners Representative will receive a 90-day written notice prior to auto renewal at which time you may elect to discontinue the service program.

Acknowledgement:

Owner acknowledges that the work being performed by Crowther, pursuant to this agreement, is continuous throughout the time-period of this agreement. Crowther's lien rights pursuant to Chapter 713, Florida Statutes, for labor and material furnished in performing the services shall not expire until 90 days after the expiration of the agreement. It is further understood and acknowledged by Owner that Crowther is in direct privity with **Ellen Dennis** and is not required to file notice to Owner regarding work performed for each roof section and/or building being serviced by this agreement.

Respectfully Submitted:

Michelle Vella
Director of Service
Crowther Roofing & Sheet Metal of Florida, Inc.
Florida Contractor's License Number CCC
039822

Date

Accepted:

Authorized Signature
As Agent and/or on Behalf of the Owner

Printed Name

Title

Owner/Agent Initials_____

Note: This proposal, if not accepted within 30 days, is void.

Crowther will not be liable for any incidental or consequential damages to the building structure or its contents, loss of time, profit or inconvenience. Water intrusion, due to leaks within a roofing system, can lead to the proliferation of mold on exterior and interior surfaces. In performing roofing, maintenance or repair services under this proposal, it is understood and agreed that Crowther Roofing & Sheet Metal of Florida, Inc., Roof Check, Inc. and its insurance carrier disclaim liability for the following conditions: any pre-existing or future mold problems; any direct, incidental or consequential damages, including building structure, contents or health problems, attributable to past, present or future water intrusion and associated mold, fungus, mildew, or algae growth.

ROOF-A-CIDE ® 2-YEAR WARRANTY:

Roof-A-Cide, US warrant s that Roof-A-Cide ®, when applied by an Authorized Roof-A-Cide ® Applicator, will provide continuous cleaning of the surface to which it was applied for a period of no less than 2 years (24 months) form the date of application.

If any discoloration due to the algae, mold, mildew, or fungus reappears within this time frame, these will be treated or cleaned at no additional cost to the customer.

All warranty claims should be directed to Roof-A-Cide, US to ensure proper handling and correction, reapplication, in accordance with this warranty, can only be arranged through Roof-A-Cide, US. Please call 863-357-1251 or visit Roof-A-Cide.com. You will be provided with copies of this warranty.

Ask us about our other services:



Crowther Roofing and Sheet Metal of Florida, Inc.

**Ft. Myers: (239) 337-1600 ☐ Naples: (239) 649-5006 ☐ Port Charlotte: (941) 764-9800
Sarasota: (941) 343-9600 ☐ Jupiter (561) 624-9400**

License #CCC039822

Owner/Agent Initials _____

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Renewal Options:

At the end of this agreement, Owner and/or Crowther shall have the option to renew this agreement under the following conditions:

- In the twelfth month of the last year of this agreement, Crowther will make an inspection of the roof and issue to Owner a "Renewal Report," outlining the condition of the roof and any necessary remedial work that should be performed. Crowther shall submit a separate proposal for said work.
- If Owner elects to exercise the option to renew this agreement, the necessary remedial work described in the "Renewal Report" would have to be agreed upon and the work completed no later than thirty (30) days after the expiration date of this agreement.

Additions and/or Alterations to Agreement:

Owner, without invalidating the agreement, may order changes in the work consisting of additions to the agreement sum and the agreement time being adjusted accordingly. Such changes in the work shall be authorized by written change order signed by Owner and Crowther.

Materials specified and or quoted here may not be available at time of construction. The increase cost of alternate material or procurement methods will be added to the contract if implemented.

Claims and Disputes:

All claims or disputes between Crowther and Owner, arising out of or relating to this agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rule of the American Arbitration Association currently in effect. Notice of the demand for arbitration shall be filed in writing with the other party to this agreement and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrator.

Lien Law:

According to Florida's Construction Lien Law (Sections 713.001 – 713.37, Florida Statutes), those who work on your property or provide materials and services and are not paid in full have a right to enforce their claim for payment against your property. This claim is known as a construction lien. If your contractor or a subcontractor fails to pay subcontractors, sub-subcontractors, or material suppliers, those people who are owed money may look to your property for payment, even if you have already paid your contractor in full. If you fail to pay your contractor, your contractor may also have a lien on your property. This means if a lien is filed your property could be sold against your will to pay for labor, materials, or other services that your contractor or subcontractor may have failed to pay. To protect yourself, you should stipulate in this contract that before any payment is made, your contractor is required to provide you with a written release of lien from any person or company that has provided to you a "Notice to Owner." Florida's Construction Lien Law is complex, and it is recommended that you consult an attorney.

Chapter 558 Notice of Claim:

Any claims for construction defects are subject to the notice and cure provisions of Chapter 558, Florida Statutes.

Owner/Agent Initials_____

FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND

Payment, up to a limited amount, may be available from the Florida Homeowners' Construction Recovery Fund if you lose money on a project performed under contract, where the losses result from specified violations of Florida Law by a licensed contractor. For information about the recovery fund and filing a claim, contact the Florida Construction Industry Licensing Board at the following telephone number and address: (850) 487-1395, 1940 N. Monroe Street, Tallahassee, Florida 32339-0783, www.myfloridalicense.com

Safety and Insurance:

- Crowther shall be responsible for initiating, maintaining and supervising safety precautions in connection with the performance of this proposal.
- We will provide Fall Protection utilizing a Safety Monitoring System in accordance with current OSHA Standards.
- If Fall Protection other than Safety Monitoring is imposed, the cost of the additional Fall Protection will be added to the above-mentioned Contract Amounts.
- Crowther shall provide proper insurance and provide Owner with a copy of the insurance certificate.

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Acknowledgements:

- Agreements are contingent upon strikes, accidents or delays beyond our control.
- Workers are fully covered by Workman's Compensation General Liability Insurance. Owner to carry fire, tornado and other necessary insurance.

Qualifications:

- (a) This includes all the proper roofing permits and inspections required for this project, if necessary. This will require the owner/owner's representative to complete and notarize a Notice of Commencement to obtain the proper permits.
- (b) Crowther to have access next to the building. This may require traffic/parking considerations at the existing facility.
- (c) This project is to be completed during normal business hours of the day, which are approximately 7:00 a.m. to 5:00 p.m.
- (d) Normal construction debris and noise shall be expected.
- (e) Clean up and removal from premises of all debris caused by this work is included.
- (f) The scope of work described above will be completed by experienced mechanics fully covered with the proper amount of workers compensation and general liability insurance.
- (g) Any additional scopes of work or repairs will incur the time and materials rates as stated prior. Such additional work will require the issuance of a Change Order to amend the proposed value.

- (h) We reserve the right to negotiate the Terms and Conditions of a Subcontract Agreement.
- (i) This agreement includes walking on the roofs to create an effective cleaning procedure.
- (j) Shall roof tile be damaged during the cleaning process, Crowther roofing will repair all damaged tile at no additional cost.
- (k) Shall the roof become damaged during the course of the cleaning process and deteriorated components be found, Crowther roofing is not responsible for the deteriorated components. Shall deteriorated components become evident then the owner/manager will be notified, and additional cost will apply.
- (l) Shall the roof deck be required to be repaired due to deterioration, all repairs will be completed on a time **(\$75.00 per hour, per technician)** and materials **(our cost, plus 15%)** basis.
- (m) All foliage and grass adjacent to the building will be sprayed with water after the roof cleaning has been completed. Shall the foliage and or grass become "dead" the owner will allow Crowther roofing to restore the plant or grass or replace the item or items with new.
 - a. The owner agrees that the same size and configuration of the new plant and or grass may not match the existing item due to age.
- (n) Force Majeure: Crowther Roofing shall not be responsible for any cancelation of delay in delivery or performance resulting from causes beyond its control, including, but not limited to: Acts of God; strikes or other labor disturbances; equipment failure; delays in transportation; inability to obtain fuel, materials, equipment, or parts; war; acts of terrorism; riots; epidemics; pandemics; floods; fire; unusually severe weather conditions; accidents; or other contingencies the non-occurrence of which was a basic assumption on which the contract/proposal was made.
- (o) If there is an increase in the actual cost of the labor or materials within this Agreement in excess of 5% subsequent to making this Agreement, the price set forth in this Agreement shall be increased that will be documented by a Change Order that will be submitted by Crowther Roofing and will be accepted by the Owner/Agent/Contractor. Documentation of such increase will be provided of such increases upon request.
- (p) Due to the instability of the world market and possible unknown interruptions, Crowther Roofing is offering this proposal based on manufacturers and products we believe at the time of this proposal offering are available and can meet the project specifications and timelines. The market is changing on a daily basis and the time in which proposals are approved, contract executed, and/or submittals/approved submitted and received; the availability of such products may not be available. As a result, Crowther Roofing is not responsible for any delays to schedules, cost increases, delivery delays, or modification of any products/manufacturers and related cost increases that could accompany such revisions in any way. We will try to communicate any such changes or cost increases when they are available to us.

