



## **Inspection and Service Agreement**

Prepared for:

**Anchorage on the St. Lucie  
2514 SE Anchorage Cove  
Port Saint Lucie, FL 34952**

**Crowther Roofing & Sheet Metal of Florida, Inc.  
800/741-3114 • [www.Crowther.net](http://www.Crowther.net)**

15865 Assembly Loop Rd., Jupiter, FL 33478 Phone: (561) 624-9400 Fax: (561) 624-9189

2543 Rockfill Road, Fort Myers, Florida 33916 Phone: (239) 337-1600 Fax: (239) 337-0878

2900 South Horseshoe Dr., Suite 1400, Naples, Florida 34104 Phone: (239) 649-5006 Fax: (239) 649-6006

7321 International Place, Sarasota, Florida 34240 Phone: (941) 343-9600 Fax: (941) 371-8969

Florida Contractors License Numbers: CCC 039822 CAC 056951

Date: September 17, 2018

Crowther "Roof Check" is a "Roof-Asset Management Program," developed by Crowther Roofing, that enables you to manage your roof asset with a proactive program and allows you to gain the maximum amount of life from your roof for the least amount of cost.

Crowther Roofing and Sheet Metal of Florida, Inc. (hereafter "Crowther") agrees, for a period of three year(s) after the effective date hereafter, to provide inspections and proactive roof maintenance, subjected to the terms and conditions hereof; and Owner or his agent (hereafter "Owner") agrees to terms and conditions hereof as follows:

**Owner / Agent Address**  
Advantage Property Management  
675 Southwest Veronica Ave.  
Port Saint Lucie, FL 34953

**Name of Building Address**  
Anchorage on the St. Lucie  
2514 SE Anchorage Cove  
Port Saint Lucie, FL 34952

**Contact Person**  
**Phone #**  
**Fax #**  
**Email**  
Alicia Brown  
(772) 334-8900  
[aliciab@advantagepropmgt.com](mailto:aliciab@advantagepropmgt.com)

**Repairs and Upgrades:** N/A

**Roof Maintenance:**

- Perform proactive and preventative roof maintenance at two inspection each year during the three-year program to extend the life of your current roofing system.
- Maintain the roof to comply with the required proactive maintenance per the manufacture.
- Create a roof history file to monitor and track your roof's condition.
- Provide before-and-after photos of all repairs made.
- Provide 24 Hour VIP service at T&M rates for service calls.
- Priority 1<sup>st</sup> response in the event of a storm.

**RoofCheck™ Program**

<b>Roof Section(s)/Building(s)</b>	<b>Square Feet</b>	<b>Roof Type(s)</b>
11 Buildings Total	24,781 SF	Shingles
9 Buildings with Units	11,270 SF	
2 Out Buildings	13,511 SF	

## Payment Schedule:

Repairs and Upgrades	Scope of work	N/A
First Year	Two Roof Inspections Proactive Roof Maintenance Written Reports 24-Hour Emergency VIP Service @ T & M rates **	\$8,500.00
	Owner's First Year Investment	\$8,500.00
Second Year	Two Roof Inspections Proactive Roof Maintenance Written Reports 24-Hour Emergency VIP Service @ T & M rates **	\$8,500.00
	Owner's Second Year Investment	\$8,500.00
Third Year	Two Roof Inspections Proactive Roof Maintenance Written Reports 24-Hour Emergency VIP Service @ T & M rates **	\$8,500.00
	Owner's Third Year Investment	\$8,500.00
	Owner's Investment for Three Years:	<u>\$25,500.00</u>

\*\*Our VIP Emergency Service is available to you twenty-four hours a day, seven days a week with an average response time of 24 hours. The labor rate for our service calls is at a reduced rate of \$75.00 per person hour, with no minimum charge. You are billed for the hours expended only. If in the event a service call is received and responded to between the hours of 4 PM and 7 AM weekdays -- or all hours on weekends and holidays -- there will be a charge of \$96.00 per person hour with no minimum service charge. Materials will be charged at cost plus 15%.

### Proactive Roof-Maintenance Program

Crowther will complete two (2) inspection per year for the life of the contract. During our inspections, we will complete the following maintenance if applicable.

#### Visually inspect and refurbish deficiencies found in:

Shingles (replace up to 10 shingles per visit)  
Counter flashings  
Pitch pan  
Clean debris from:  
Strainer domes, scuppers and gutters  
Fasteners: exposed & back out

Roof penetrations  
Wall coping & caps  
Vent stack flashings  
Remove natural debris on roof  
Metal flashing joints

#### Visually inspect and report on the following:

Roof Surface Conditions  
Granule loss on Membrane  
Gutters & downspouts  
Blisters damaging seam structure  
Skylights (total of 148)

Exterior conditions of roof top equipment  
Conditions of existing structures on roof  
Rust buildup on metal roofs  
Overall roof & wall/base flashing conditions

After each comprehensive roof inspection, we will report to you serious conditions on your roof caused by storm damage, membrane slippage, physical damage by other trades, and the natural aging of your roof system. Upon receipt of this information, you will be able to relay to us your roof-action preferences based on sound, professional roofing information and advice. RoofCheck allows you to prevent serious roof conditions at their early stages, thereby avoiding roof problems and premature roof replacement.

**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.

**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 Anchorage on the St. Lucie 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:**

\_\_\_\_\_  
Chris Cook  
Roof Check Surveyor  
Crowther Roofing & Sheet Metal of Florida, Inc.  
Florida Contractor's License Number CCC 039822

\_\_\_\_\_  
Matt Plowman  
Roof Check Sales and Marketing  
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

\_\_\_\_\_  
Date

**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.

### Our "Roof Check" Roof-Asset Management Program:

- Roof Check is a **Proactive Roof-Maintenance Program** and Crowther shall only perform the roof maintenance as described within this agreement. This agreement is not a roof system guarantee. Crowther does not issue warranties or guarantee any part of the roof system.
- The inspections performed by Crowther for this agreement have been made by specially trained personnel for this specific type of work. All findings, maintenance and recommendations are under the sole judgment of Crowther and their employees. All work shall be completed according to methods herein stated using quality industry practices.
- Crowther's sole obligation, after Crowther has performed the roof upgrades and repairs as described in this agreement, shall be to promptly bring the roofing system to a watertight condition should a leak occur.
- Crowther shall inspect the surface of the roof and roof flashing components on a semi-annual basis. These inspections are not designed to look beneath the surface of the roof system or to be destructive or intrusive in nature. These inspections are not intended for and do not include roof decks, the building structure or the interior spaces, such as attics.
- It is the responsibility of Owner/owner's representative to report to Crowther, on a timely basis, all water intrusion areas of the roof system. Time is an important factor in minimizing damage to the roof system and the interior areas of the facility.
- Crowther shall keep the premises and surrounding area free from accumulation of waste materials or rubbish, caused by operations under the agreement.

### Service Calls:

- Water infiltrating a building may have multiple sources of penetration, which may or may not be from the roof system, and may occur only when driven by high winds or wind blowing from a specific direction and/or by the shear volume of water. Our technicians are trained to start the process of elimination in the least costly way. For this reason, one or more service calls may be necessary to eliminate the water problem. Each service call is billable -- first year not applicable if covered.
- Crowther will stop roof leaks except those leaks resulting from walls, mechanical equipment, windows or any other source that is not part of the roof system itself. All service calls during non-warranty periods will be billed at our reduced rates.
- Our intent is to stop the water intrusion and keep you as one of our many satisfied customers.

### Installation of New Equipment on Roof:

- Any work contemplated on the roof section(s) and/or building(s) included in this agreement -- including but not limited to the installation of mechanical equipment, roof penetrations, additions that would be tied into the roof(s), or anything that would be attached to or through the roofs covered under this agreement -- shall be brought to Crowther's attention so that proper installation can be achieved without future problems. Crowther will not be held responsible for consequential damage.
- No repairs or alterations shall be performed by other contractors to said roof(s), unless Crowther is first notified and given the opportunity to make the necessary roofing application recommendations with respect thereto, and such recommendations should be complied with. Failure to observe this condition during the life of this agreement may, at Crowther's sole discretion, render this agreement null and void.
- Any portion of the roof that contains a cold storage area will be excluded from roof maintenance and any warranty to repair leaks for a fixed cost.

### 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.

### 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

### Safety and Insurance:

- Crowther shall be responsible for initiating, maintaining and supervising safety precautions in connection with the performance of this agreement.
- Crowther shall provide proper insurance and provide Owner with a copy of the insurance certificate.

**CHAPTER 558 NOTICE OF CLAIM:** CHAPTER 558, FLORIDA STATUTES, CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT. SIXTY DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVER TO THE OTHER PARTY TO THIS CONTRACT A WRITTEN NOTICE, REFERRING TO CHAPTER 558, OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT DELIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTERESTS.

**INITIALS** \_\_\_\_\_