**Roof Maintenance Contract**

**WHEREAS,** Huttinger Construction Company, P.O. Box 633, Blue Springs, MO 64015, herein called “Contractor”, and (owner of the building/building name), herein called “Owner”, wish to enter into an agreement which defines and allocates the responsibility for accomplishing various tasks intended to enable the Owner’s roof located at (address of the building) to remain water tight during the term of the agreement.

**NOW, THEREFORE,** Contractor and Owner herby agree as follows:

1. Definitions. For purposes of the agreement, the terms “housekeeping”, “maintenance”, and “repair” shall have the following meanings:
	1. Housekeeping – shall consist of those routine tasks which need to be done so that the roofing system may drain freely and function as designed, including inspections performed periodically (at least semi-annually).
	2. Maintenance – periodic work intended to protect the roofing systems from premature deterioration or failure.
	3. Repair – work needed to correct deficiencies or defects in the roofing system to ensure water tightness.
2. During the term of this agreement, Owner shall have the responsibility to perform housekeeping tasks with respect to the roofing system. Contractor shall make \_\_ (Biannual) \_\_ (Annual) \_\_ (other) (check one) visual inspections of the roof and contiguous construction that may affect roof performance. Contractor shall submit a written report of each such inspection to Owner, stating the general condition of the roof system, including the membrane, details, fasteners, flashings, drains, vents, skylights and any other components related to the roof system. Contractor shall supply the owner with a digital copy of the photographs taken of the roof after each inspections. In the inspection report, Contractor shall recommend to Owner any maintenance work that should be performed in order to preserve and protect the roofing system. Owner shall pay Contractor a fee of ($ amount for inspection) for each inspection.
3. In the event of leaks in the roof system, Contractor shall make temporary repairs as required to stop such leaks as soon as possible. Temporary repairs shall be paid for by the Contractor at a fee of **$70 per man hour + materials**. Contractor shall furnish Owner with its estimate cost to make permanent repairs as well as an estimate of the cost to accomplish any maintenance work. **Within 30 days of the invoice date**, Owner shall pay all billings to Contractor, as authorized by Owner. Moisture entered into the building can result in mold growth, prior to Contractor’s repair. By signing in the space provided below, Owner agrees to release Contractor from all claims of: (a)family members, (b)employees, (c)tenants, or (d)any other building occupants may have a result of such mold growth.
4. This agreement shall continue for a term of **(5) Year(s)** and thereafter from year to year, provided that either party may terminate the agreement effective as of any annual anniversary of the date of execution hereof upon notification in writing to the other party thirty days prior to such anniversary date. After **FIVE (5) YEARS**, this agreement shall terminate unless renewed upon parties of the agreement.

IN WITNESS WHEREOF, this instrument has been duly executed this \_\_\_ day of \_\_\_\_\_\_\_\_\_, 20\_\_\_.

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PRINCIPAL/OFFICER BUILDING OWNER

By: \_\_Huttinger Construction Company\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COMPANY COMPANY