



**15 Britton Drive
Bloomfield, Ct 06002
Tel(860) 953-1231
fax (860) 953-0619**

MAINTENANCE AGREEMENT

Owner: *Mr. / Ms. Building Owner*

Address of Owner: *555 Main Street Anywhere, USA*

Location: *555 Main Street Anywhere, USA*

Commencement Date: *01/01/2010* Expiration Date: *01/01/2011*

Number Of Inspections: *2 Inspections (Spring - Fall)*

Annual Cost *\$0.00*

Eagle Rivet Roof Service Corp hereby agrees, subject to the terms and conditions set forth herein, that it will perform the following services for the Owner at the above referenced location:

1. Eagle Rivet will, during normal working hours, examine the roofing membrane, base flashings, penetration flashings, pitch pockets, sheet metal work including gravel stops, expansion joints, coping caps and related reglets for defects and except where such repairs are required due to the factors set forth in paragraph 2 hereof, make minor repairs as Eagle Rivet deems necessary in a good and workmanlike manner intending to avoid roof leaks. Eagle Rivet shall also remove debris from the roof, drains, gutters, scuppers, downspouts and other elements pertaining to the roof drainage system. Eagle Rivet will not be obligated under this Maintenance Agreement to perform maintenance or repair work other than as specified above.
2. If after inspections pursuant to paragraph 1 above, Eagle Rivet determines that repair work is required due to acts of God, deterioration of the roofing or flashings, alterations, damage caused by persons other than Eagle Rivet personnel, failure of the substrate or other factors beyond Eagle Rivet's control, Eagle Rivet will immediately notify the Owner and submit a written proposal for costs to perform repairs to the afore mentioned conditions. These costs would be in addition to the base contract and must be authorized by the owner.
3. The Owner agrees to pay all invoices submitted by Eagle Rivet within 30 days of receipt. Late payments are subject to 1.5% per month (18% per annum) interest. In the event of non-payment Eagle Rivet shall have no further obligation under this contract.

4. Eagle Rivet's obligation as set forth above during the term of this agreement is its sole and exclusive obligation to Owner. Eagle Rivet shall have no obligation with respect to the roof upon expiration of this agreement.
5. Nothing in this agreement will render Eagle Rivet liable in any respect for any damage to the Owner's building, or any contents thereof, or interruption of any business conducted in the building. Eagle Rivet shall not be liable for any incidental or consequential damages.
6. It is expressly understood that this agreement represents the entire contract between the parties, and any and all prior representation or agreement not contained herein shall have no force or effect. Any amendment or revocation of this agreement, in whole or part, shall be invalid unless it is in writing and signed by all parties.

ACCEPTED OWNER

ACCEPTED CONTRACTOR

Signature

David Nietch

TITLE

Service/Maintenance Division Manager
Eagle Rivet Roof Service Corp.
15 Britton Drive
Bloomfield, CT 06002