

RESOLUTION NO. 88-22
OF THE GOVERNING BODY OF THE
YAVAPAI-APACHE NATION

A Resolution Authorizing the Yavapai-Apache Nation to Contract with Energy Roofers Inc., for Roof Repairs and other Work at Seventeen (17) Yavapai-Apache Nation Governmental Services Buildings

- WHEREAS:** The Yavapai-Apache Tribal Council (“Council”) is authorized to represent the Yavapai-Apache Nation (“Nation”) and act on all matters that concern the health and welfare of the Nation, and to make decisions not inconsistent with or contrary to the Constitution of the Yavapai-Apache Nation (“Constitution”) as provided by Article V(a) of the Constitution; and
- WHEREAS:** The Council is authorized to “manage all tribal economic affairs and enterprises” and to “appropriate and regulate the use of tribal funds” as provided by Article V (i) and (k), respectively, of the Constitution; and
- WHEREAS:** The Yavapai-Apache Nation (“Nation”) provides governmental services within its reservation communities for the benefit of the Nation’s Citizens.
- WHEREAS:** The Nation’s governmental services are provided through its employees working at various buildings and facilities owned and operated by the Nation within the Nation’s communities (“Governmental Services Buildings”).
- WHEREAS:** The Nation’s Public Works Manager (“Manager”) has advised the Council of the need to undertake roof repairs and other work (the Work”) at seventeen of the Nation’s Governmental Services Buildings within the Nation’s communities, and the Manager has recommended to the Council that the Nation contract with Energy Roofers, Inc., to provide the Work in accordance with the terms and conditions of the Agreement for Construction Services (“Agreement”), a copy of which is attached to this Resolution as **Exhibit A**, together with the Contract Documents referenced in the Contract; and
- WHEREAS:** The Nation has received Federal grant funds under the HUD ICDBG-ARP Program to pay the costs of the Work at seventeen Nation-owned Governmental Services Buildings in response to COVID-19.
- WHEREAS:** The Council has determined that execution of the Agreement with Energy Roofers, Inc. is in the Nation’s best interests.

NOW THEREFORE BE IT RESOLVED that the Yavapai-Apache Tribal Council, in Council assembled, at which a quorum is present, hereby authorizes the Nation to enter into an Agreement for Construction Services with Energy Roofers, Inc., in accordance with the terms and conditions set out in the form of Agreement attached to this Resolution as **Exhibit A** and

incorporated herein by reference, with compensation paid to Energy Roofers, Inc., under the Agreement **not to exceed Two Hundred Thirty-Four Thousand Sixteen and 12/100 Dollars (\$234,016.12)** unless a written amendment to the Agreement is approved by the Tribal Council.

BE IT FURTHER RESOLVED that the Nation's funds shall be used to fund compensation paid to Contractor under the Agreement and shall be appropriated from funds received by the Nation under the HUD ICDBG-ARP Program in response to COVID-19.

BE IT FINALLY RESOLVED that the Chairman and/or the Vice Chairwoman are hereby authorized to execute the Agreement on behalf of the Nation and to take such further action as deemed necessary to carry out the intent and purposes of this Resolution.

CERTIFICATION

I hereby certify that the foregoing resolution was adopted by an affirmative vote of the Tribal Council, with a quorum in attendance, presented for approval on June 2 2022, by a vote of 7 6 in favor, 0 opposed and 1 abstaining, pursuant to the authority contained under the Constitution of the Yavapai-Apache Nation as cited above.

Jon Huey FOR

Jon Huey, Chairman

ATTEST:

Karla Reimer

Karla Reimer, Council Secretary

Approved as to Form:

Scott Carty

Office of the Attorney General

EXHIBIT A

**AGREEMENT FOR CONSTRUCTION SERVICES
BETWEEN
YAVAPAI-APACHE NATION
AND
ENERGY ROOFERS, INC.**

Roof Repairs and other Work at Seventeen Governmental Services Buildings

June 2, 2022

YAVAPAI-APACHE NATION

**AGREEMENT FOR CONSTRUCTION SERVICES
ROOF REPAIRS AND OTHER WORK AT SEVENTEEN YAVAPAI-APACHE NATION
GOVERNMENTAL SERVICES BUILDINGS
Fixed Price Basis**

This **AGREEMENT FOR ROOF REPAIRS AND OTHER WORK** (“Agreement”) is made and entered into on the 2nd day of June 2022, by and between the Yavapai-Apache Nation, (“Nation”), 2400 West Datsi Street, Camp Verde, Arizona 86322 and Energy Roofers, Inc., PO Box 2154, Camp Verde, AZ 86322 (“Contractor”).

PROJECT NAME: Roof Repairs and other Work at Seventeen (17) Yavapai-Apache Nation Governmental Services Buildings

PROJECT DESCRIPTION: Provide Roof Repairs and other Work at Seventeen (17) Yavapai-Apache Nation Governmental Services Buildings as specified in this Agreement

PROJECT LOCATION: Various Locations as described in the Scope of Work set out in Section 1 of this Agreement.

CONTRACTOR AND CONTACT INFORMATION: Energy Roofers, Inc.
PO Box 2154, Camp Verde, AZ 86322. AZ-ROC Lic. No. 215643, CR-42 Roofing, Phone No. 928-567-3140, Energyroofers.com (“Contractor”).

RECITALS

WHEREAS: The Yavapai-Apache Nation (“Nation”) provides governmental services within its reservation communities for the benefit of the Nation’s Citizens.

WHEREAS: The Nation’s governmental services are provided through its employees at various buildings owned by the Nation across the Nation’s reservation lands (“Governmental Services Buildings”).

WHEREAS: The Nation desires to retain Contractor to provide roof repairs and other Work at various of the Nation’s Governmental Services Buildings as specified under this Agreement, and Contractor is willing to provide said Work in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, all of which are incorporated into this Agreement, the terms and conditions contained herein and attached hereto, the provisions of the Contractor’s limited warranty, together with the manufacturer’s warranty, as set out in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Nation and Contractor do hereby agree as follows:

1. **SCOPE OF WORK TO BE PROVIDED BY CONTRACTOR:** Contractor shall be responsible to provide all labor, equipment, and materials necessary to accomplish the following Work (collectively the “Work”):

Roof Repair and other Work. In accordance with the Work specified in Contractor’s “quotation” of April 22, 2022, as revised on May 11, 2022, a copy of which is attached to this Agreement as **Exhibit A** and fully incorporated herein by this reference as part of this Agreement, Contractor agrees to provide roof repairs and other specified Work at the following Governmental Services Buildings of the Nation as specified in Contractor’s quotation for each building (collectively the “Work”):

- a) Middle Verde Gym – Roof Work
- b) Public Works Building – Install new skylights
- c) Medical Building (Yavapai-Apache Health Center) – Roof Work
- d) Food Bank – Roof Work
- e) Police Station (YAPD) – Roof Work
- f) Social Services Building – Roof Work
- g) Middle Verde Park Ramadas – Roof Work
- h) Middle Verde Recreation Center – Roof Work
- i) Administration Building – Roof Work
- j) Cultural Center – Roof Work
- k) Clarkdale Community Center – Roof Work
- l) Clarkdale Learning Center – Roof Work
- m) Clarkdale Senior Center – Roof Work
- n) Montessori School (2 Trailers) - Roof Work
- o) Middle Verde Senior Building – Roof Work
- p) Camp Verde Forestry Building – Roof Work
- q) Election Board Building – Roof Work

Exclusions from Scope of Work. As provided in Contractor’s quotations, the Contractor’s Work at each of the above-listed buildings is subject to the following “exclusions” and Contractor shall not be responsible to provide any of the excluded Work except as may be agreed to in writing between Nation and Contractor under an Amendment to this Agreement:

- “Exclusions: No other work will be performed or provided, such as fascia replace or repair or painted, skylights replaced or repaired, or removal of AC units, or material unless specifically noted above (in each of the listed quotations), or a change order is made and agreed upon by signing. Not responsible for “oil canning” in metal roofing and/or trim flashings.”

All Work shall be done in accordance with the terms of this Agreement and in accordance with Contractor’s “Quotations(s)” dated April 22, 2022, as revised on May 11, 2022, a copy of which is attached to this Agreement as **Exhibit A** and incorporated herein by reference, and together with all other Contract Documents; including this Agreement and the following additional Contract Documents: **Contractor’s attached quotation, and Manufacturer’s warranty**

documents for equipment, parts and materials installed by Contractor under this Agreement.

The Work will be completed by Contractor for **a total price of Two Hundred Thirty-Four Thousand Sixteen and 12/100 Dollars (\$234,016.12), the “Contract Sum”**, which sum Owner agrees to pay for satisfactory completion of the Work. The Contract Sum includes all costs, fees, and expenses necessary for Contractor to complete the Work, including but not limited to the following items:

- (a) Wages of Contractor’s workers directly employed by Contractor to perform the Work, including welfare, unemployment compensation, worker’s compensation, social security, and other benefits.
- (b) Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completion of the Work; all discounts for cash or prompt payment shall accrue to Contractor.
- (c) Payments made by Contractor to all subcontractors in accordance with the requirements of the subcontracts.
- (d) Cost of all materials, temporary storage facilities, equipment, and hand tools not customarily owned by the workers, which are provided by Contractor at the site and fully consumed in the performance of the Work.
- (e) Rental costs for necessary temporary facilities, machinery, equipment, and hand tools used at the site of the Work.
- (f) That portion directly attributable to this Agreement of premiums for insurance and bonds.
- (g) Costs of removal of debris from the site.
- (h) Costs of building permits, fees for access to and consumption of water, sewer, electric power, gas, telephone, and other utilities and costs of any other governmental or private licenses or permits necessary to the Work.
- (i) All taxes payable by Contractor arising out of this Agreement and the Work, except that no taxes shall be imposed by the Yavapai-Apache Nation on the Contractor or against the Work.
- (j) All other costs necessary to complete the Work in accordance with Contractor’s “Quotations(s)” dated April 22, 2022, as revised on May 11, 2022, a copy of which is attached to this Agreement as **Exhibit A** and incorporated herein by reference, except that Nation and not Contractor shall be responsible for securing all required building permits as may be required under local laws, if any.

Contractor will determine the method, details, and means of performing the above-described services, provided that Contractor shall coordinate and work with the Nation's Public Works Director Stacy Bates, in scheduling and carrying out the Work in order to minimize disruptions to the day-to-day business operations of the Nation. All changes in the above Scope of Work, and/or Contract Sum as defined in Section 1 below, must have the prior written approval of the Nation, *before* beginning the changed Work. If the change in Scope of Work is not approved by the Nation and the work has already been completed by Contractor, the Nation is not obligated to pay for the unapproved changed work.

All Work under this Agreement shall be performed on weekdays only between the hours of 8:00 AM and 5:00 PM and Contractor shall not work on weekends or holidays, unless authorized in writing by the Public works Manager.

1. COMPENSATION AND PAYMENT: As full compensation for satisfactory completion of the Work to be provided by Contractor under this Agreement, the Nation shall pay Contractor compensation, inclusive of all materials, equipment, fees, costs (as defined under Section 1 above), and expenses, in **an amount not to exceed Two Hundred Thirty-Four Thousand Sixteen and 12/100 Dollars (\$234,016.12), hereinafter the "Contract Sum"**.

The Contract Sum shall be paid to Contractor as follows:

- (a) Contractor shall provide Nation's Public Works Director an Invoice-Request for a Progress Payment ("Request for Progress Payment") based upon the Contractor's Schedule of Values setting forth the portion of the Compensation that Contractor determines to be payable for the Work performed and materials ordered or supplied as of the date of the Request for Progress Payment. The Nation shall make payment to Contractor in the amount of the Request for Progress Payment (less any amount for work rejected by the Nation as incomplete), no later than ten (10) business days after the delivery of same by Contractor to Nation in accordance with the following schedule:
 - 1. Deposit for mobilization and purchase of materials – **50% (\$117,008.06)**
 - 2. Full satisfactory completion of Work – **50% Balance (\$117,008.06)**
 - Total Contract Sum - \$234,016.12**
- (b) Contractor shall promptly pay its workers, suppliers and each subcontractor, upon receipt of each progress payment from Nation, out of the amount paid to Contractor on account of such workers, suppliers, and subcontractor's Work, the amount to which each is entitled. Contractor shall, by an appropriate Contract with each subcontractor (if any), require each subcontractor to make payments to his sub-subcontractors and suppliers in a similar manner. Nation shall have no obligation to pay or to see to the payment of any moneys to any workers, suppliers, or subcontractors.
- (c) Contractor warrants that title to all Work, materials and equipment covered by a Request for Payment will pass to Nation either by incorporation in the Work or upon the receipt of payment by Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, and that no work, materials or equipment covered by a Request for Progress Payment will have been acquired by Contractor or by any other person

performing work at the site or furnishing materials and equipment subject to a Contract under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by Contractor or such other person.

- (d) The final payment to Contractor shall not become due until the Work is fully complete under the Contract Documents (as verified by Nation's inspection of the Work) and Contractor submits to Nation (1) an affidavit that all payrolls, bills for materials and equipment and other indebtedness connected with the Work, for which Nation might in any way be responsible, have been paid or otherwise satisfied; (2) consent of surety, if any, to payment; and (3) other data establishing payment or satisfaction of all such obligations, including but not limited to: receipts, releases and waivers of liens arising out of this Agreement to the extent and in such form as may be required by Nation. If any subcontractor or materialman refuses to furnish a release or waiver required by Nation to indemnify it against any such lien, Contractor may furnish a bond satisfactory to Nation to indemnify it against any such lien. If any such lien remains unsatisfied after all payments are made, Contractor shall refund to Nation all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.
- (e) Upon full satisfaction of the above requirements for final payment, the final payment of the entire unpaid balance of the Contract Sum shall be paid by Nation to Contractor upon the reasonable mutual determination by Nation and Contractor that the Work is complete, except for the responsibilities of Contractor under the Warranty provided hereunder.
- (f) **Contractor must provide Nation a completed IRS Form W-9 for Independent Contractors. Payment to the Contractor under this Agreement will not be made by Nation unless a completed W-9 is on file with the Nation's Finance Department.**
- (g) **Changes to Contract Sum. Nation and Contractor acknowledge that Contractor based its Quotation(s) on material prices existing at the time of the Quotation(s) and that material prices are subject to rapid change due to ongoing national and global supply chain issues as well as fast-rising transportation costs. Nation agrees that the Contract Sum is subject to change based on the increase in material prices occurring between the effective date of this Agreement (the date upon which the Nation executes the Agreement) and the date on which Contractor purchases the materials for the Work. Contractor agrees to purchase all materials required for the Work no later than Seven (7) days following Contractor's receipt of the 50% mobilization payment authorized under Section 1 (a) above. The Nation will not consider any changes in the Contract Sum based on materials purchased by Contractor after this seven-day period. Contractor may submit a claim to the Nation for increased material costs. Contractor must support all such claims by providing receipts and other documented information demonstrating the Contractor's claimed increase in material prices occurring between the time of Contractor's Quotation(s) and the purchase date of the materials. The Nation agrees to consider Contractor's claim for an increase in the Contract Sum due to an increase in material costs and to adjust the Contract Sum for all claims determined by the Nation to be substantiated by Contractor's supporting receipts and documents. All changes in the Contract Sum shall require a written change order approved by the Nation.**

2. **CONTRACT TIME - DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION:** Contractor shall commence the Work on a day established by Nation in a written Notice to Proceed, and Contractor shall achieve Substantial Completion of the Work on or before the expiration date stated on the Notice to Proceed (the "Contract Time"), subject to such extensions of the Contract Time as Nation and Contractor mutually agree to in a written amendment to this Agreement set forth as an approved Change Order. The Work shall be deemed Substantially Complete upon the determination by Nation that the Work is sufficiently complete in accordance with the Contract Documents so that Nation can occupy or utilize the Work suitable for its intended purpose, notwithstanding the existence of minor items of Work to be completed or corrected prior to final payment by Nation to Contractor.

3. **LIQUIDATED DAMAGES:** Contractor acknowledges and agrees that Nation will suffer damages if Contractor fails to achieve Substantial Completion of the Work within the Contract Time established above and that it is difficult to ascertain the extent of such damages in advance. Therefore, Contractor agrees to pay and shall pay Nation liquidated damages in an amount equal to **Five Hundred Dollars (\$500.00)** for each calendar day that Substantial Completion is delayed beyond the Contract Time. Nation and Contractor agree that said liquidated damages are a reasonable estimate of the actual damages that Nation will incur because of such delay in achieving Substantial Completion. Subject to the provisions of the Contract Documents, Nation shall be entitled to liquidated damages for failure of the Contractor to complete the Work within the specified Contract Time. Liquidated damages shall be paid by deduction by Nation from progress payments in the final payment period. If the total amount of liquidated damages assessed against the Contractor exceeds deductions from progress payments in the final payment, Contractor shall be liable for the difference, and shall immediately pay the same to Nation.

4. **TERMINATION:** Nation reserves the right to terminate this Agreement at any time without cause and without further obligation to Contractor except for payment due for services provided prior to the effective date of such termination.

5. **WARRANTY:**

- (a) Contractor warrants to Nation that all materials and equipment furnished under the Contract will be new unless otherwise specified in the Contract Documents and that all installed Work will be of the highest quality, free from faults and defects and in strict conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized by Nation, may be considered defective. If required by Nation, the Contractor shall furnish satisfactory evidence as to the type and qualities of materials and equipment provided for the Work. **Contractor warrants that the stucco resurface system will be installed according to the manufacturer's specifications.**
- (b) Contractor shall promptly correct all Work rejected by Nation as defective or as failing to conform to the Contract Documents, whether observed before or after substantial completion and whether fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work.

- (c) If within two years after the date of final acceptance of the Contract Work by Nation, as evidenced in a written certificate of acceptance, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, or provided by the Contractor, any of the Contractor's work is found to be defective or not in accordance with the Contract Documents, Contractor, at its sole expense, shall correct it promptly after receipt of a written notice from Nation to do so. This Warranty obligation shall survive termination of the Contract.
- (d) Contractor shall assign to Nation the Material Manufacturer's Warranty on all materials and parts installed by Contractor as part of the Work and Nation shall be entitled to rely on said warranty for a period of two years. **A copy of the Manufacturer's Materials Warranty(s) for roofing materials is attached to this Agreement as Exhibit B and is incorporated herein by this reference.**

GENERAL PROVISIONS:

6. **INDEPENDENT CONTRACTOR STATUS:** Contractor acknowledges that it is an Independent Contractor and is not an employee of Nation or the Nation and understands that as an Independent Contractor, Contractor is not entitled to any employee benefits as may be available to employees of Nation or the Nation, including but not limited to employee tax withholding, sick leave, vacation, disability or unemployment insurance, worker's compensation, or any other employment benefit.

7. **INSURANCE:** Before commencing the Work, Contractor, and at the discretion of the Contractor, each of its subcontractors, shall provide insurance coverage against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, its agents, representatives, employees, or subcontractors, and all such policies of insurance shall be maintained for the duration of the contract, ***and for 1 year thereafter, and certificates of said policies shall be furnished to*** the Nation showing that the following insurance is in force and will protect Contractor and the Nation (each to be named as an additional insured on Contractor's insurance) from claims which may arise out of or result from Contractor's operations under this Contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

MINIMUM SCOPE AND LIMITS OF INSURANCE

Coverage shall be at least as broad as:

- (a) **Commercial General Liability (CGL)** with limits of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury, and property damage (not to be written on a per-project basis).
- (b) **Automobile Liability** with limits no less than \$1,000,000.00 (combined single limit) per accident for bodily injury and property damage, including uninsured/underinsured liability.

- (c) **Workers' Compensation** insurance with Statutory Limits as required by the State of Arizona, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury and \$1,000,000 for each disease and a 1,000,000-policy limit.
- (d) **Performance and Payment Surety Bonds** as described below at Section 17 are required under this Agreement and applicable federal law and regulations.

OTHER INSURANCE PROVISIONS: The required insurance policies as specified above are to contain, or be endorsed to contain, the following provisions:

- (a) The Yavapai-Apache Nation, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL and automobile liability policies with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG2337 forms if later revisions used).
- (b) For any claims related to this Project, the Contractor's insurance coverage shall be primary insurance as respects Nation and the Nation, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Nation and the Nation, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (c) Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with 30-days' written notice to Nation and the Nation.

8. **INDEMNIFICATION:** The Yavapai-Apache Nation ("Nation") shall have no obligation to indemnify Contractor should any losses, claims, damages, and expenses result, in whole or in part, from the negligent acts, omissions or errors of Contractor in connection with the Work. Contractor agrees to indemnify and hold harmless Nation and the Nation against all liability, loss or expense resulting from the negligent acts, omissions or errors of the Contractor, its officers, directors, employees, and sub-contractors arising from the Work provided. Contractor agrees to pay all costs of any such actions, including expenses and reasonable attorneys' fees. Each party shall give the other prompt written notice of the assertion of any claim or the commencement of any action that may expose the other to liability.

9. **CONFIDENTIALITY:** While performing Services under this Agreement, Contractor may encounter or become familiar with information which Nation and/or the Nation may consider confidential. Contractor agrees to keep all such information confidential and not to discuss or divulge any of it to anyone other than appropriate personnel of Nation and the Nation. Upon expiration or termination of this Agreement, Contractor will return to Nation and/or the Nation all documents and other materials, unless Nation and the Nation have expressly consented to the Contractor's retention of such documents and materials.

10. **CONTRACTOR OBLIGATIONS:** As provided hereinabove, Contractor is solely responsible for providing, at Contractor's own expense, general liability, automobile liability, disability, unemployment, workers' compensation, and other applicable insurance, training,

permits, and licenses for Contractor. Contractor is also responsible for paying when due all federal and state income taxes, including estimated taxes or withholding, social security, and other taxes incurred because of the compensation paid to Contractor for services under this Agreement. Contractor agrees to indemnify Nation and the Nation for any claims, costs, losses, fees, penalties, interest, or damages suffered by Nation and the Nation resulting from Contractor's failure to comply with this provision.

11. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the parties regarding the subject matter contained herein, and replaces and supersedes all other agreements or understandings, whether written or oral. No amendment, extension, or change orders to this Agreement shall be binding unless in writing and signed by both parties.

12. **WAIVER:** The failure of either party to insist on strict compliance with any of the terms or conditions of this Agreement by the other party shall not be deemed a waiver of that term or condition. If any provision in this Agreement is held by the Nation's Tribal Court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being invalidated.

13. **OWNERSHIP:** All ideas, plans, improvements, inventions, or documents developed by Contractor in connection with the services rendered under this Agreement shall belong to the Nation, unless otherwise agreed to in writing.

14. **COMPLIANCE WITH LAWS AND REGULATIONS:** Contractor shall comply with all laws, ordinances, rules, regulations, or orders of the Yavapai-Apache Nation and applicable Federal laws and regulations.

15. **EMPLOYMENT PREFERENCE - YAVAPAI-APACHE NATION TRIBAL EMPLOYMENT RIGHTS PROGRAM:** This Agreement is subject to the Yavapai-Apache Nation Tribal Employment Rights Office Code (TERO). The contractor agrees to comply with all requirements of the Nation's TERO Code. The Nation does not assess a TERO Compliance Fee. However, the Contractor's failure to comply with any applicable requirement of the TERO Code may subject the Contractor to Enforcement Procedures and to the assessment of monetary penalties and fines. The TERO Code shall be a part of the Contract Documents. The Contractor agrees to fully comply with all requirements of the TERO Code. Prior to commencing Work under this Agreement, the Contractor shall meet with the Nation's TERO Officer and negotiate and enter into a Compliance Agreement as required under the Code. The Notice to Proceed under this Agreement will not be issued until Nation has received and reviewed the Compliance Agreement approved by the TERO Officer. The Contractor acknowledges that under the Code the Contractor has the initial and primary responsibility to ensure that all of Contractor's Subcontractors comply with the Code.

For additional information on Indian Employment and the Indian Preference requirements under this Agreement, the Contractor is advised to contact the TERO Officer; Phone (928) 567-1080.

16. **DISPUTE RESOLUTION:**

- (a) **Informal Negotiations.** Nation and Contractor agree to engage in informal negotiations to resolve any dispute arising under this Agreement. If any dispute between Nation and Contractor is not resolved through informal negotiations, the Parties agree that, subject to the Limited Waiver of Sovereign Immunity provided by Nation in Section 18(b) below, the dispute may be resolved through the Nation's Tribal Court.
- (b) **Limited Waiver of Sovereign Immunity.** As a governmental Department of the Yavapai-Apache Nation, Nation is protected by the Nation's sovereign immunity from unconsented lawsuits. Except as provided in this Section 16(b), nothing in this Agreement or other writing is or shall be deemed to be a waiver of the Yavapai-Apache Nation's or Nation's sovereign immunity from suit, which immunity is hereby expressly asserted and affirmed. However, in order to provide for dispute resolution and the enforceability of this Agreement as provided in this Section 16, Nation grants to Contractor a limited waiver of its sovereign immunity as follows: (1) Nation agrees that all unresolved disputes arising under this Agreement shall be submitted to the Yavapai-Apache Nation Tribal Court as provided under this Section 16(b) and that such tribal court action shall be the exclusive means of dispute resolution under this Agreement; (2) Nation agrees that the Yavapai-Apache Nation Tribal Court shall have subject matter jurisdiction over the resolution of disputes arising under this Agreement, but only as to matters arising under this Agreement, and no other claim or dispute may be brought before the Tribal Court, and no other court or forum shall have jurisdiction to hear any claim or dispute arising under this Agreement; (3) it is acknowledged and agreed between Nation and Contractor that the limited waiver of sovereign immunity provided by this Section 16(b), shall extend only to disputes between Nation and Contractor and shall apply only to an action by Contractor for any claim for breach of the Agreement, and that this limited waiver shall therefore not extend to or be effective as to any claim or action against Nation by any party other than Contractor (including without limitation any purported third party beneficiary of the Agreement); (4) The liability of Nation for any recovery under this Agreement as provided for hereunder shall be limited to actual unpaid contractual obligations (compensatory damages) and/or specific performance, and shall not in any case include general, consequential, incidental, special, indirect, punitive or any other damages, whether in tort or contract, all of which are hereby expressly declared to be outside of the scope of the waiver of sovereign immunity provided for under this Section 16(b), and Nation's total liability to Contractor for compensatory damages under any judgment entered by the Court as provided for herein shall in no case exceed earned but unpaid amounts owed by Nation to Contractor for the Work provided by Contractor under this Agreement up to but not exceeding the Contract Sum; (5) The Tribal Court's jurisdiction, as limited hereunder, shall not be construed to empower the Court to enter a judgment that reaches or encumbers the assets or property of the Yavapai-Apache Nation other than the financial assets of Nation, and only the financial assets of Nation shall be liable for the satisfaction of any such judgment; and (6) this limited waiver of sovereign immunity shall expire two (2) years after the termination, cancellation or completion of the Agreement, except that this limited waiver of sovereign immunity shall remain effective for any proceeding then pending and all appeals and enforcement proceedings therefore until the underlying legal claim or claims have been finally

determined. The parties also agree that this limited waiver of sovereign immunity shall be strictly construed.

- (c) **Governing Law** This Agreement shall be construed in accordance with the laws of the Yavapai-Apache Nation, and, where applicable, the laws of the State of Arizona as limited by this paragraph. Arizona law shall apply, without giving effect to any conflicts of laws principles, only with regard to interpretation of this Agreement where the laws of the Yavapai-Apache Nation are silent on such interpretation. The laws of the Yavapai-Apache Nation shall apply in all other instances.

17. BONDING: Upon execution of this Agreement and prior to Nation's issuance of the Notice to proceed and Contractor's commencement of the Work, Contractor must furnish to Nation corporate surety bonds in acceptable form from an acceptable surety in the amount of one hundred percent (100%) of the Contract Sum for Performance and one hundred percent (100%) of the Contract Sum for Payment (Performance and Payment Bonds). Should the assets of the corporate surety company furnished by Contractor become impaired to the extent of adversely affecting its suretyship, as determined by Nation, during the life of this Agreement, the Contractor will substitute such other corporate surety and bonds as may be approved by Nation.

THIS AGREEMENT is executed this 2nd day of June, 2022.

Yavapai-Apache Nation

Jon Huey For
Jon Huey, Chairman
For the Nation

Contractor – Energy Roofers, Inc.

Owner/Principal

Approved as to Form:

Scott Cary
Office of Attorney General

NOTICE TO PROCEED

TO:

Energy Roofers, Inc.
PO Box 2154
Camp Verde, AZ 86322
www.energyroofers.com

Date:

Project: Roof Repair and Other Work
Seventeen (17) Governmental Services
Buildings

You are hereby notified to commence WORK for completion of the above referenced Project in accordance with the Agreement date _____ and you are to complete the WORK within ____ consecutive _____ thereafter. The date of completion of all WORK is therefore _____.

Yavapai-Apache Nation

By: _____
Stacy Bates

Title: Public Works Director

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE to PROCEED

Is hereby acknowledged by:

Energy Roofers, Inc.

_____.

this _____ day,

of _____, 2022,

By: _____,

Title: _____,

EXHIBIT A
To

**AGREEMENT FOR CONSTRUCTION SERVICES
BETWEEN
YAVAPAI-APACHE NATION
AND
ENERGY ROOFERS, INC.**

**Contractor's Quotation of April 22, 2022
As Revised on May 11, 2022**



Date: May 11th, 2022

Name: Stacy Bates, YAN

Address: 1200 W. Pattea St

City, State: Camp Verde, AZ 86322

Phone: 649-7131

We are pleased to provide you with the following quotation

Building	Quote #	Amount
Gym	5007	\$ 1,200.00
Public Works Building	5006	\$ 3,000.00
Medical Building	4988	\$ 9,500.00
Food Bank	4987	\$ 1,000.00
Police Station	4986	\$ 1,000.00
Social Services Building	4985	\$ 3,000.00
Park Ramadas	4984	\$ 8,000.00
Rec Center	4983	\$23,400.00
Administration Building	4982	\$29,100.00
Cultural Center	4981	\$11,750.00
Clarkdale Community Cntr	4980	\$22,250.00
Clarkdale Learning Cntr	4979	\$23,600.00
Clarkdale Senior Center	4978	<u>\$29,600.00</u>
		\$166,400.00
Montessori	5004	\$18,680.00
Senior Building	5005	\$17,470.00
Forestry Building	5008	\$16,600.00
Election Board Building	4989	\$ 7,500.00
		\$60,250.00
Additional cost for request of specialty Bond for this contract \$7,366.12		
See quotes for description of work to be performed		

Thank you for your consideration of our proposal

Terms and Conditions:

Sub-Total	\$ 226,650.00
Bond	\$ 7,366.12
Tax	\$ N/A
Total	\$ 234,016.12

Price subject to change due to weekly price changes from suppliers.

Payment: 50% deposit is due at signing for material, delivery, and initial labor costs. Balance due immediately upon completion. Finance charges and late fees applied to past due invoices.

Exclusions: *No other work will be performed or provided such as Fascia replace or repair or painted, Skylight/s replaced or repaired, or removal of AC units, or material unless specifically noted above or a change order is made and agreed upon by signing. Not responsible for "oil canning" in metal roofing and/or trim flashings*

Satellite dish, if present, will be gently removed and reset into the same mounting holes. The dish may not regain signal and if not will be the homeowner's responsibility to schedule and pay for resetting.

Warranty: Energy Roofers is not responsible for any damages caused by or resulting from painters, maintenance workers, satellite, cable, or internet personnel climbing on and/or installing equipment on roof. Warranty also does not cover damage resulting from birds, tree limbs or other debris falling on roofing area. Warranty covers the roof system, material, and labor only and does not cover any consequential damages, this includes interior damage, property damage, etc. More information on the warranty will be given at time of receipt of final payment.

A 20 day preliminary lien notice may be served on the above mentioned property at the discretion of Energy Roofers, Inc. A mechanics lien will be placed on the above mentioned property if the total invoice is not paid within 15 days from date of invoice. The signature of the customer on this document indicates an agreement that the customer will pay all costs associated with the filing of the lien and will pay any costs incurred for collection of payment for this contract.

This quotation is valid for 15 days after which Energy Roofers reserves the right to void or update the proposal.

Acceptance of Proposal: This proposal, including pricing, specifications and terms are acceptable. Energy Roofers is authorized to complete the work as specified. Payment will be made as outlined on the quotation.

*The job will be scheduled after Energy Roofers receives a signed copy of this proposal. Please sign and date where indicated and mail this contract along with initial down payment to P.O Box 2154, Camp Verde AZ 86322.

Accepted on: _____
Date

Customer Signature: _____ Print _____

**Arizona ROC license numbers: ROC215643 K-42
Serving Arizona since 1984**

Thank you for your business!!

If you are not satisfied with the work performed by Energy Roofers Inc, you have the right to file a written complaint with the Arizona Registrar of Contractors for an alleged violation of section 32-1154, subsection A.
For more information, contact the ROC at (602)-542-1525 or visit www.azroc.gov.



Date: April 22, 2022

Name: Stacy Bates, YAN
Address: 1200 W. Pattea St
City, State: Camp Verde, AZ 86322
Phone: 649-7131

We are pleased to provide you with the following quotation

Building	Quote #	Amount
Gym	5007	\$ 1,200.00
Public Works Building	5006	\$ 3,000.00
Medical Building	4988	\$ 9,500.00
Food Bank	4987	\$ 1,000.00
Police Station	4986	\$ 1,000.00
Social Services Building	4985	\$ 3,000.00
Park Ramadas	4984	\$ 8,000.00
Rec Center	4983	\$23,400.00
Administration Building	4982	\$29,100.00
Cultural Center	4981	\$11,750.00
Clarkdale Community Cntr	4980	\$22,250.00
Clarkdale Learning Cntr	4979	\$23,600.00
Clarkdale Senior Center	4978	<u>\$29,600.00</u>
		\$166,400.00
Montessori	5004	\$18,680.00
Senior Building	5005	\$17,470.00
Forestry Building	5008	\$16,600.00
Election Board Building	4989	\$ 7,500.00
		\$60,250.00
See quotes for description of work to be performed		

Thank you for your consideration of our proposal

Sub-Total	\$ 226,650.00
Tax	\$ N/A
Total	\$ 226,650.00

Terms and Conditions:

Price subject to change due to weekly price changes from suppliers.

Payment: 50% deposit is due at signing for material, delivery, and initial labor costs. Balance due immediately upon completion. Finance charges and late fees applied to past due invoices.

Exclusions: No other work will be performed or provided such as Fascia replace or repair or painted, Skylight/s replaced or repaired, or removal of AC units, or material unless specifically noted above or a change order is made and agreed upon by signing. Not responsible for "oil canning" in metal roofing and/or trim flashings

Satellite dish, if present, will be gently removed and reset into the same mounting holes. The dish may not regain signal and if not will be the homeowner's responsibility to schedule and pay for resetting.

Warranty: Energy Roofers is not responsible for any damages caused by or resulting from painters, maintenance workers, satellite, cable, or internet personnel climbing on and/or installing equipment on roof. Warranty also does not cover damage resulting from birds, tree limbs or other debris falling on roofing area. Warranty covers the roof system, material, and labor only and does not cover any consequential damages, this includes interior damage, property damage, etc. More information on the warranty will be given at time of receipt of final payment.

A 20 day preliminary lien notice may be served on the above mentioned property at the discretion of Energy Roofers, Inc. A mechanics lien will be placed on the above mentioned property if the total invoice is not paid within 15 days from date of invoice. The signature of the customer on this document indicates an agreement that the customer will pay all costs associated with the filing of the lien and will pay any costs incurred for collection of payment for this contract.

This quotation is valid for 15 days after which Energy Roofers reserves the right to void or update the proposal.

Acceptance of Proposal: This proposal, including pricing, specifications and terms are acceptable. Energy Roofers is authorized to complete the work as specified. Payment will be made as outlined on the quotation.

***The job will be scheduled after Energy Roofers receives a signed copy of this proposal. Please sign and date where indicated and mail this contract along with initial down payment to P.O Box 2154, Camp Verde AZ 86322.**

Accepted on: _____
Date

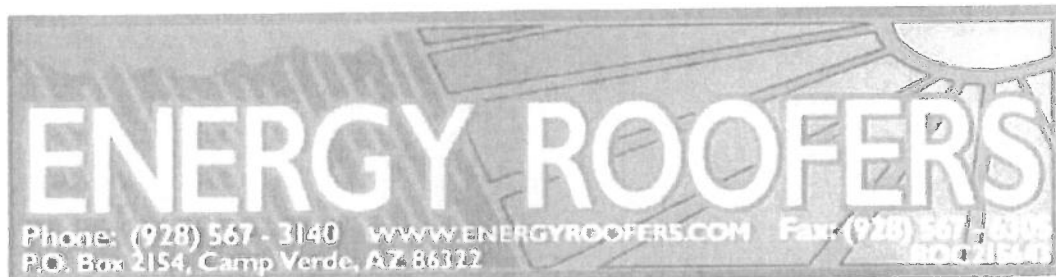
Customer Signature: _____ Print _____

**Arizona ROC license numbers: ROC215643 K-42
Serving Arizona since 1984**

Thank you for your business!!

If you are not satisfied with the work performed by Energy Roofers Inc, you have the right to file a written complaint with the Arizona Registrar of Contractors for an alleged violation of section 32-1154, subsection A.

For more information, contact the ROC at (602)-542-1525 or visit www.azroc.gov.



Date: March 14, 2022

Quote #: 5007-CV-22

Name: Stacy Bates, YAN
Address: 1200 W Pattea St
City, State: Camp Verde
Phone: 649-7131

Job Address:
Gym
2400 W Dasti St
Camp Verde, AZ 86322

We are pleased to provide you with the following quotation

Description of Work

Reseal all penetrations on the metal roof and tighten or replace any loose screws

Thank you for your consideration of our proposal

Sub-Total	\$ 1,200.00
Tax	\$ N/A
Total	\$ 1,200.00
Due at signing 50%	\$ 600.00

Terms and Conditions:

Price subject to change due to weekly price changes from suppliers.

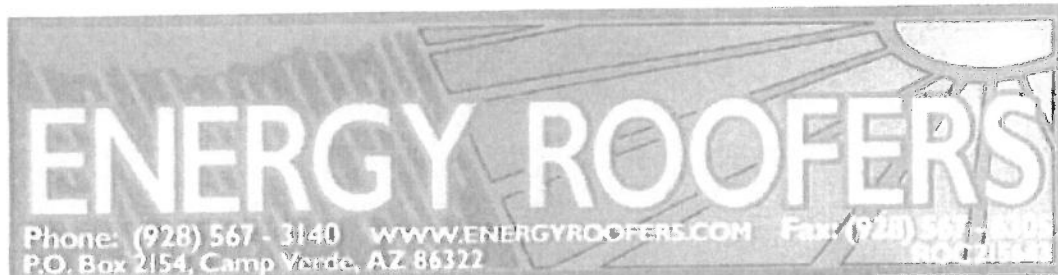
Payment: 50% deposit is due at signing for material, delivery, and initial labor costs. Balance due immediately upon completion. Finance charges and late fees applied to past due invoices.

Exclusions: No other work will be performed or provided such as Fascia replace or repair or painted, Skylight/s replaced or repaired, or removal of AC units, or material unless specifically noted above or a change order is made and agreed upon by signing. Not responsible for "oil canning" in metal roofing and/or trim flashings

Satellite dish, if present, will be gently removed and reset into the same mounting holes. The dish may not regain signal and if not will be the homeowner's responsibility to schedule and pay for resetting.

Warranty: Energy Roofers is not responsible for any damages caused by or resulting from painters, maintenance workers, satellite, cable, or internet personnel climbing on and/or installing equipment on roof. Warranty also does not cover damage resulting from birds, tree limbs or other debris falling on roofing area. Warranty covers the roof system, material, and labor only and does not cover any consequential damages, this includes interior damage, property damage, etc. More information on the warranty will be given at time of receipt of final payment.

This quotation is valid for 30 days after which Energy Roofers reserves the right to void or update the proposal.



Date: March 14, 2022

Quote #: 5006-CV-22

Name: Stacy Bates, YAN
Address: 1200 W Pattea St
City, State: Camp Verde
Phone: 649-7131

Job Address:
Public Works Bldg
1200 W Pattea St
Camp Verde, AZ 86322

We are pleased to provide you with the following quotation

Description of Work

Remove (6) 3x10 skylights and install new ones

Thank you for your consideration of our proposal

Sub-Total	\$ 3,000.00
Tax	\$ N/A
Total	\$ 3,000.00
Due at signing 50%	\$ 1,500.00

Terms and Conditions:

Price subject to change due to weekly price changes from suppliers.

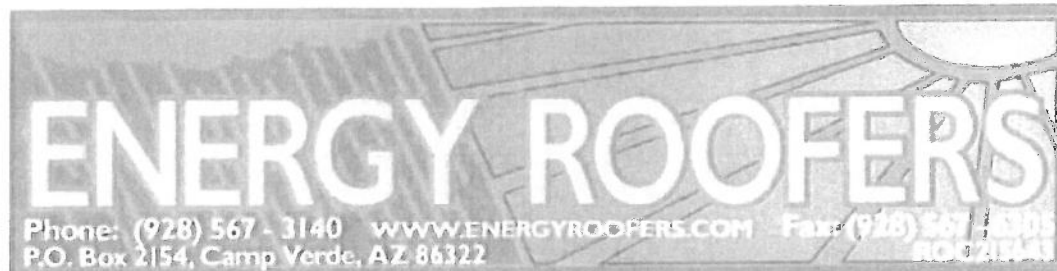
Payment: 50% deposit is due at signing for material, delivery, and initial labor costs. Balance due immediately upon completion. Finance charges and late fees applied to past due invoices.

Exclusions: No other work will be performed or provided such as Fascia replace or repair or painted, Skylight/s replaced or repaired, or removal of AC units, or material unless specifically noted above or a change order is made and agreed upon by signing. Not responsible for "oil canning" in metal roofing and/or trim flashings

Satellite dish, if present, will be gently removed and reset into the same mounting holes. The dish may not regain signal and if not will be the homeowner's responsibility to schedule and pay for resetting.

Warranty: Energy Roofers is not responsible for any damages caused by or resulting from painters, maintenance workers, satellite, cable, or internet personnel climbing on and/or installing equipment on roof. Warranty also does not cover damage resulting from birds, tree limbs or other debris falling on roofing area. Warranty covers the roof system, material, and labor only and does not cover any consequential damages. this includes interior damage, property damage, etc. More information on the warranty will be given at time of receipt of final payment.

This quotation is valid for 30 days after which Energy Roofers reserves the right to void or update the proposal.



Date: February 25, 2022

Quote #: 4988-CV-22

Name: Stacy Bates, YAN
Address: 1200 W Pattea St
City, State: Camp Verde
Phone: 649-7131

Job Address:
Medical Bldg
2121 W Reservation Loop Rd
Camp Verde, AZ 86322

We are pleased to provide you with the following quotation

Description of Work

Inspect metal roof and repair as necessary
 Remove and dispose of existing roof covering on flat roof sections
 Apply 1.0" polyurethane foam (R-6.7 insulation value) build up to drain properly
 Remove 2 A/C units to properly seal underneath them, then reinstall
 Apply tan colored elastomeric roof coating at 2.5 gal per 100s.f
 Clean up all work related debris
 5 year no leak warranty

If damaged plywood needs replaced there will be an additional cost of \$110.00 per sheet

Thank you for your consideration of our proposal

Sub-Total	\$ 9,500.00
Tax	\$ N/A
Total	\$ 9,500.00
Due at signing 50%	\$ 4,750.00

Terms and Conditions:

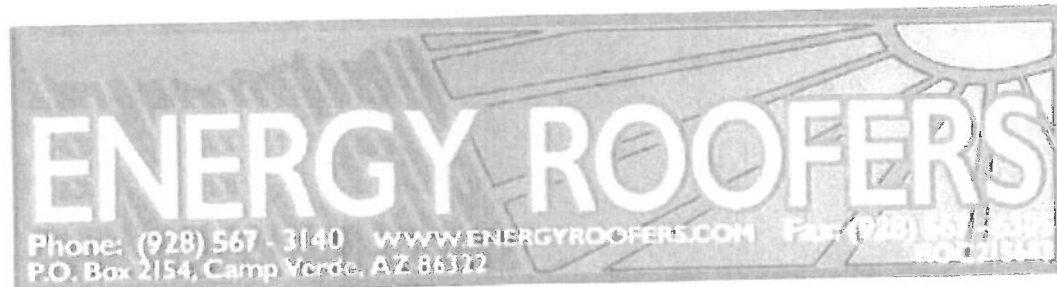
Price subject to change due to weekly price changes from suppliers.

Payment: 50% deposit is due at signing for material, delivery, and initial labor costs. Balance due immediately upon completion. Finance charges and late fees applied to past due invoices.

Exclusions: No other work will be performed or provided such as Fascia replace or repair or painted, Skylight/s replaced or repaired, or removal of AC units, or material unless specifically noted above or a change order is made and agreed upon by signing. Not responsible for "oil canning" in metal roofing and/or trim flashings

Satellite dish, if present, will be gently removed and reset into the same mounting holes. The dish may not regain signal and if not will be the homeowner's responsibility to schedule and pay for resetting.

Warranty: Energy Roofers is not responsible for any damages caused by or resulting from painters, maintenance workers, satellite, cable, or internet personnel climbing on and/or installing equipment on roof. Warranty also does not cover damage resulting from birds, tree limbs or other debris falling on



Date: February 25, 2022

Quote #: 4987-CV-22

Name: Stacy Bates, YAN
Address: 1200 W Pattea St
City, State: Camp Verde
Phone: 649-7131

Job Address:
Food Bank
3364 Hamaley Ave
Camp Verde, AZ 86322

We are pleased to provide you with the following quotation

Description of Work

Reseal all penetrations on the metal roof and tighten or replace any loose screws

Thank you for your consideration of our proposal

Sub-Total	\$ 1,000.00
Tax	\$ N/A
Total	\$ 1,000.00
Due at signing 50%	\$ 500.00

Terms and Conditions:

Price subject to change due to weekly price changes from suppliers.

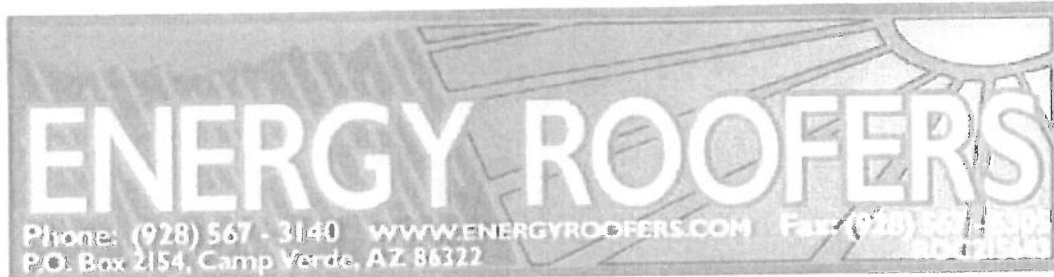
Payment: 50% deposit is due at signing for material, delivery, and initial labor costs. Balance due immediately upon completion. Finance charges and late fees applied to past due invoices.

Exclusions: No other work will be performed or provided such as Fascia replace or repair or painted, Skylight/s replaced or repaired, or removal of AC units, or material unless specifically noted above or a change order is made and agreed upon by signing. Not responsible for "oil canning" in metal roofing and/or trim flashings

Satellite dish, if present, will be gently removed and reset into the same mounting holes. The dish may not regain signal and if not will be the homeowner's responsibility to schedule and pay for resetting.

Warranty: Energy Roofers is not responsible for any damages caused by or resulting from painters, maintenance workers, satellite, cable, or internet personnel climbing on and/or installing equipment on roof. Warranty also does not cover damage resulting from birds, tree limbs or other debris falling on roofing area. Warranty covers the roof system, material, and labor only and does not cover any consequential damages, this includes interior damage, property damage, etc. More information on the warranty will be given at time of receipt of final payment.

This quotation is valid for 30 days after which Energy Roofers reserves the right to void or update the proposal.



Date: February 25, 2022

Quote #: 4986-CV-22

Name: Stacy Bates, YAN
Address: 1200 W Pattea St
City, State: Camp Verde
Phone: 649-7131

Job Address:
Police Station
2372 Kinsey St
Camp Verde, AZ 86322

We are pleased to provide you with the following quotation

Description of Work

Reseal all penetrations on the metal roof and tighten or replace any loose screws

Thank you for your consideration of our proposal

Sub-Total	\$ 1,000.00
Tax	\$ N/A
Total	\$ 1,000.00
Due at signing 50%	\$ 500.00

Terms and Conditions:

Price subject to change due to weekly price changes from suppliers.

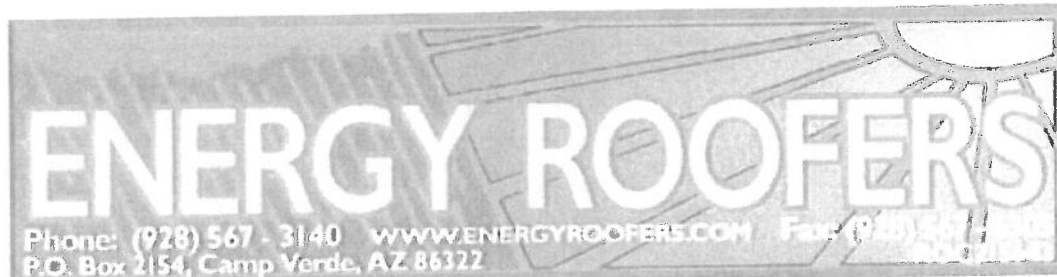
Payment: 50% deposit is due at signing for material, delivery, and initial labor costs. Balance due immediately upon completion. Finance charges and late fees applied to past due invoices.

Exclusions: No other work will be performed or provided such as Fascia replace or repair or painted, Skylight/s replaced or repaired, or removal of AC units, or material unless specifically noted above or a change order is made and agreed upon by signing. Not responsible for "oil canning" in metal roofing and/or trim flashings

Satellite dish, if present, will be gently removed and reset into the same mounting holes. The dish may not regain signal and if not will be the homeowner's responsibility to schedule and pay for resetting.

Warranty: Energy Roofers is not responsible for any damages caused by or resulting from painters, maintenance workers, satellite, cable, or internet personnel climbing on and/or installing equipment on roof. Warranty also does not cover damage resulting from birds, tree limbs or other debris falling on roofing area. Warranty covers the roof system, material, and labor only and does not cover any consequential damages, this includes interior damage, property damage, etc. More information on the warranty will be given at time of receipt of final payment.

This quotation is valid for 30 days after which Energy Roofers reserves the right to void or update the proposal.



Date: February 25, 2022

Quote #: 4985-CV-22

Name: Stacy Bates, YAN
Address: 1200 W Pattea St
City, State: Camp Verde
Phone: 649-7131

Job Address:
Social Services Bldg
3462 Smith Ave
Camp Verde, AZ 86322

We are pleased to provide you with the following quotation

Description of Work

Apply sprayfoam around all penetrations and along ridge of the metal roof
Coat sprayfoam repair with elastomeric roof coating
Roof consists of a metal panel system and only the penetrations need sealed

Thank you for your consideration of our proposal

Sub-Total	\$ 3,000.00
Tax	\$ N/A
Total	\$ 3,000.00
Due at signing 50%	\$ 1,500.00

Terms and Conditions:

Price subject to change due to weekly price changes from suppliers.

Payment: 50% deposit is due at signing for material, delivery, and initial labor costs. Balance due immediately upon completion. Finance charges and late fees applied to past due invoices.

Exclusions: No other work will be performed or provided such as Fascia replace or repair or painted, Skylight/s replaced or repaired, or removal of AC units, or material unless specifically noted above or a change order is made and agreed upon by signing. Not responsible for "oil canning" in metal roofing and/or trim flashings

Satellite dish, if present, will be gently removed and reset into the same mounting holes. The dish may not regain signal and if not will be the homeowner's responsibility to schedule and pay for resetting.

Warranty: Energy Roofers is not responsible for any damages caused by or resulting from painters, maintenance workers, satellite, cable, or internet personnel climbing on and/or installing equipment on roof. Warranty also does not cover damage resulting from birds, tree limbs or other debris falling on roofing area. Warranty covers the roof system, material, and labor only and does not cover any consequential damages, this includes interior damage, property damage, etc. More information on the warranty will be given at time of receipt of final payment.

This quotation is valid for 30 days after which Energy Roofers reserves the right to void or update the proposal.



Date: February 25, 2022

Quote #: 4984-CV-22

Name: Stacy Bates, YAN
Address: 1200 W Pattea St
City, State: Camp Verde
Phone: 649-7131

Job Address:
 Park Ramadas
 Off Smith Ave.
 Camp Verde, AZ 86322

We are pleased to provide you with the following quotation

Description of Work

Remove and dispose of existing roof covering
 Install synthetic underlayment
 Install 2" drip edge and necessary flashings
 Install 30 year architectural shingle and ridge
 Clean up all work related debris
 5 year no leak warranty

If damaged plywood needs replaced there will be an additional cost of \$110.00 per sheet

Thank you for your consideration of our proposal

Sub-Total	\$ 8,000.00
Tax	\$ N/A
Total	\$ 8,000.00
Due at signing 50%	\$ 4,000.00

Terms and Conditions:

Price subject to change due to weekly price changes from suppliers.

Payment: 50% deposit is due at signing for material, delivery, and initial labor costs. Balance due immediately upon completion. Finance charges and late fees applied to past due invoices.

Exclusions: No other work will be performed or provided such as Fascia replace or repair or painted, Skylight/s replaced or repaired, or removal of AC units, or material unless specifically noted above or a change order is made and agreed upon by signing. Not responsible for "oil canning" in metal roofing and/or trim flashings

Satellite dish, if present, will be gently removed and reset into the same mounting holes. The dish may not regain signal and if not will be the homeowner's responsibility to schedule and pay for resetting.

Warranty: Energy Roofers is not responsible for any damages caused by or resulting from painters, maintenance workers, satellite, cable, or internet personnel climbing on and/or installing equipment on roof. Warranty also does not cover damage resulting from birds, tree limbs or other debris falling on roofing area. Warranty covers the roof system, material, and labor only and does not cover any



Date: February 25, 2022 **Quote #:** 4983-CV-22

Name: Stacy Bates, YAN **Job Address:**
Address: 1200 W Pattea St **Rec Center**
City, State: Camp Verde **2400 W Datsi St.**
Phone: 649-7131 **Camp Verde, AZ 86322**

We are pleased to provide you with the following quotation

Description of Work

Remove and dispose of existing roof covering (2layer shingles)
 Install synthetic underlayment
 Possibly leave the custom drip edge covering fascia
 Install 30 year architectural shingle and ridge
 Clean up all work related debris
 5 year no leak warranty

If damaged plywood needs replaced there will be an additional cost of \$110.00 per sheet

Thank you for your consideration of our proposal

Sub-Total	\$ 23,400.00
Tax	\$ N/A
Total	\$ 23,400.00
Due at signing 50%	\$ 11,700.00

Terms and Conditions:

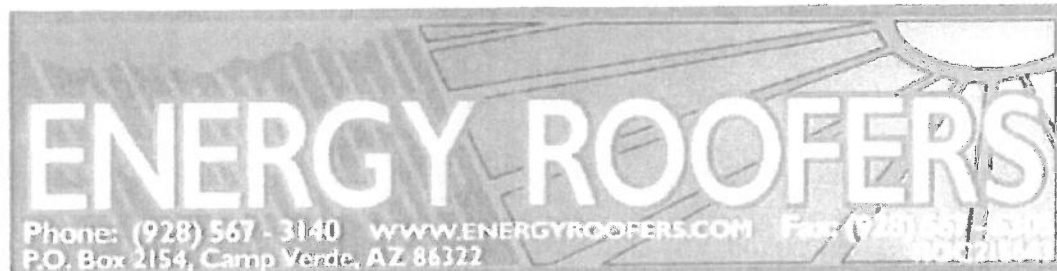
Price subject to change due to weekly price changes from suppliers.

Payment: 50% deposit is due at signing for material, delivery, and initial labor costs. Balance due immediately upon completion. Finance charges and late fees applied to past due invoices.

Exclusions: No other work will be performed or provided such as Fascia replace or repair or painted, Skylight/s replaced or repaired, or removal of AC units, or material unless specifically noted above or a change order is made and agreed upon by signing. Not responsible for "oil canning" in metal roofing and/or trim flashings

Satellite dish, if present, will be gently removed and reset into the same mounting holes. The dish may not regain signal and if not will be the homeowner's responsibility to schedule and pay for resetting.

Warranty: Energy Roofers is not responsible for any damages caused by or resulting from painters, maintenance workers, satellite, cable, or internet personnel climbing on and/or installing equipment on roof. Warranty also does not cover damage resulting from birds, tree limbs or other debris falling on roofing area. Warranty covers the roof system, material, and labor only and does not cover any



Date: February 25, 2022

Quote #: 4982-CV-22

Name: Stacy Bates, YAN
Address: 1200 W Pattea St
City, State: Camp Verde
Phone: 649-7131

Job Address:
Administration Bldg
2400 W Datsi St.
Camp Verde, AZ 86322

We are pleased to provide you with the following quotation

Description of Work

Clean and prep roof by pressure washing roof
Repair blisters and cracks and seal around A/C unit with sprayfoam
Apply tan colored elastomeric roof coating at 24 mil
Clean up all work related debris
5 year no leak warranty

Thank you for your consideration of our proposal

Sub-Total	\$ 29,100.00
Tax	\$ N/A
Total	\$ 29,100.00
Due at signing 50%	\$ 14,550.00

Terms and Conditions:

Price subject to change due to weekly price changes from suppliers.

Payment: 50% deposit is due at signing for material, delivery, and initial labor costs. Balance due immediately upon completion. Finance charges and late fees applied to past due invoices.

Exclusions: No other work will be performed or provided such as Fascia replace or repair or painted, Skylight/s replaced or repaired, or removal of AC units, or material unless specifically noted above or a change order is made and agreed upon by signing. Not responsible for "oil canning" in metal roofing and/or trim flashings

Satellite dish, if present, will be gently removed and reset into the same mounting holes. The dish may not regain signal and if not will be the homeowner's responsibility to schedule and pay for resetting.

Warranty: Energy Roofers is not responsible for any damages caused by or resulting from painters, maintenance workers, satellite, cable, or internet personnel climbing on and/or installing equipment on roof. Warranty also does not cover damage resulting from birds, tree limbs or other debris falling on roofing area. Warranty covers the roof system, material, and labor only and does not cover any consequential damages, this includes interior damage, property damage, etc. More information on the warranty will be given at time of receipt of final payment.

ENERGY ROOFERS

Phone: (928) 567-3140 WWW.ENERGYROOFERS.COM Fax: (928) 567-8305
P.O. Box 2154, Camp Verde, AZ 86322

Date: February 25, 2022

Quote #: 4981-CV-22

Name: Stacy Bates, YAN
Address: 1200 W Pattea St
City, State: Camp Verde
Phone: 649-7131

Job Address:
Cultural Center
290 W Middle Verde Rd
Camp Verde, AZ

We are pleased to provide you with the following quotation

Description of Work

Repair metal roof as necessary
Remove and dispose of existing roof covering on flat roofs
Apply 1.0" polyurethane foam (R-6.7 insulation value)
Apply tan colored elastomeric roof coating at 2.5 gal per 100s.f
Clean up all work related debris
5 year no leak warranty

If damaged plywood needs replaced there will be an additional cost of \$110.00 per sheet

Thank you for your consideration of our proposal

Sub-Total	\$ 11,750.00
Tax	\$ N/A
Total	\$ 11,750.00
Due at signing 50%	\$ 5,875.00

Terms and Conditions:

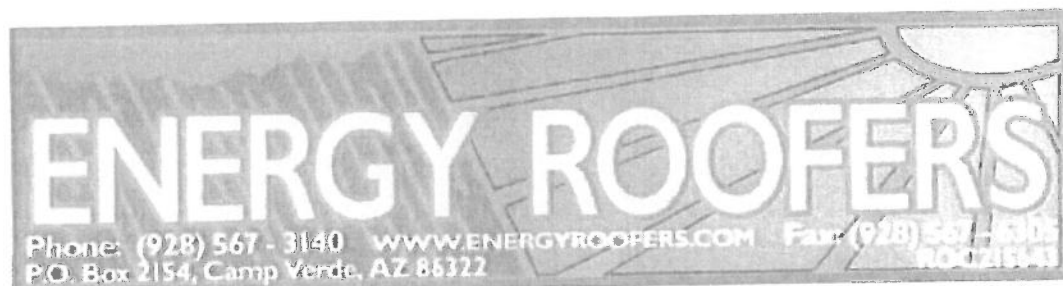
Price subject to change due to weekly price changes from suppliers.

Payment: 50% deposit is due at signing for material, delivery, and initial labor costs. Balance due immediately upon completion. Finance charges and late fees applied to past due invoices.

Exclusions: No other work will be performed or provided such as Fascia replace or repair or painted, Skylight/s replaced or repaired, or removal of AC units, or material unless specifically noted above or a change order is made and agreed upon by signing. Not responsible for "oil canning" in metal roofing and/or trim flashings

Satellite dish, if present, will be gently removed and reset into the same mounting holes. The dish may not regain signal and if not will be the homeowner's responsibility to schedule and pay for resetting.

Warranty: Energy Roofers is not responsible for any damages caused by or resulting from painters, maintenance workers, satellite, cable, or internet personnel climbing on and/or installing equipment on roof. Warranty also does not cover damage resulting from birds, tree limbs or other debris falling on roofing area. Warranty covers the roof system, material, and labor only and does not cover any



Date: February 25, 2022

Quote #: 4980-CD-22

Name: Stacy Bates, YAN
Address: 1200 W Pattea St
City, State: Camp Verde
Phone: 649-7131

Job Address:
 Clarkdale Community Bldg
 1633 Beecher St.
 Clarkdale, AZ

We are pleased to provide you with the following quotation

Description of Work

Remove and dispose of existing roof covering, foam, torch down and shingles
 Install synthetic underlayment
 Install 2" drip edge and necessary flashings
 Install 30 year architectural shingle and ridge on shingle section
 Apply 1.0" polyurethane foam (R-6.7 insulation value) over flat roof sections
 Apply tan colored elastomeric roof coating at 2.5 gal per 100s.f over foam
 Clean up all work related debris
 5 year no leak warranty

If damaged plywood needs replaced there will be an additional cost of \$110.00 per sheet

Thank you for your consideration of our proposal

Sub-Total	\$ 22,250.00
Tax	\$ N/A
Total	\$ 22,250.00
Due at signing 50%	\$ 11,125.00

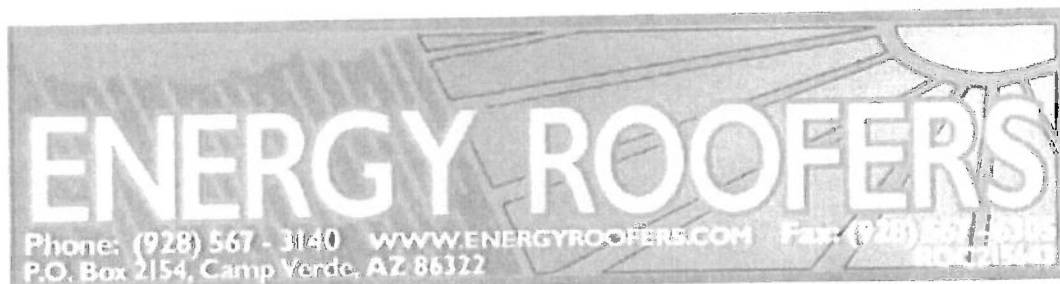
Terms and Conditions:

Price subject to change due to weekly price changes from suppliers.

Payment: 50% deposit is due at signing for material, delivery, and initial labor costs. Balance due immediately upon completion. Finance charges and late fees applied to past due invoices.

Exclusions: No other work will be performed or provided such as Fascia replace or repair or painted, Skylight/s replaced or repaired, or removal of AC units, or material unless specifically noted above or a change order is made and agreed upon by signing. Not responsible for "oil canning" in metal roofing and/or trim flashings

Satellite dish, if present, will be gently removed and reset into the same mounting holes. The dish may not regain signal and if not will be the homeowner's responsibility to schedule and pay for resetting.



Date: February 25, 2022

Quote #: 4979-CD-22

Name: Stacy Bates, YAN
Address: 1200 W Pattea St
City, State: Camp Verde
Phone: 649-7131

Job Address:
Clarkdale Learning Center
102 Ketchum Ave
Clarkdale, AZ

We are pleased to provide you with the following quotation

Description of Work

Remove and dispose of existing roof covering
Install synthetic underlayment
Install 2" drip edge and necessary flashings
Install 30 year architectural shingle and ridge
Clean and prep flat section
Repair scuppers with mesh
Apply 2 coats of tan colored elastomeric roof coating
Clean up all work related debris
5 year no leak warranty

If damaged plywood needs replaced there will be an additional cost of \$110.00 per sheet

Thank you for your consideration of our proposal

Sub-Total	\$ 23,600.00
Tax	\$ N/A
Total	\$ 23,600.00
Due at signing 50%	\$ 11,800.00

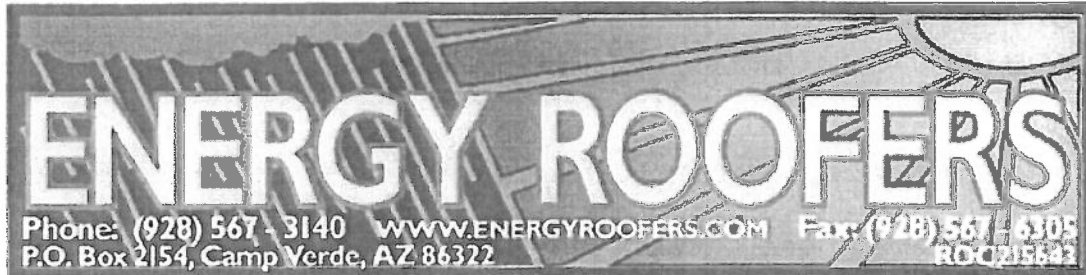
Terms and Conditions:

Price subject to change due to weekly price changes from suppliers.

Payment: 50% deposit is due at signing for material, delivery, and initial labor costs. Balance due immediately upon completion. Finance charges and late fees applied to past due invoices.

Exclusions: No other work will be performed or provided such as Fascia replace or repair or painted, Skylight/s replaced or repaired, or removal of AC units, or material unless specifically noted above or a change order is made and agreed upon by signing. Not responsible for "oil canning" in metal roofing and/or trim flashings

Satellite dish, if present, will be gently removed and reset into the same mounting holes. The dish may not regain signal and if not will be the homeowner's responsibility to schedule and pay for resetting.



Date: February 25, 2022

Quote #: 4978-CD-22

Name: Stacy Bates, YAN
Address: 1200 W Pattea St
City, State: Camp Verde
Phone: 649-7131

Job Address:
Clarkdale Senior Bldg
1622 Beecher St
Clarkdale, AZ

We are pleased to provide you with the following quotation

Description of Work

Remove and dispose of existing roof covering
Install synthetic underlayment
Install 2" drip edge and necessary flashings
Install 30 year architectural shingle and ridge
Clean up all work related debris
5 year no leak warranty

If damaged plywood needs replaced there will be an additional cost of \$110.00 per sheet

Thank you for your consideration of our proposal

Sub-Total	\$ 29,600.00
Tax	\$ N/A
Total	\$ 29,600.00
Due at signing 50%	\$ 14,800.00

Terms and Conditions:

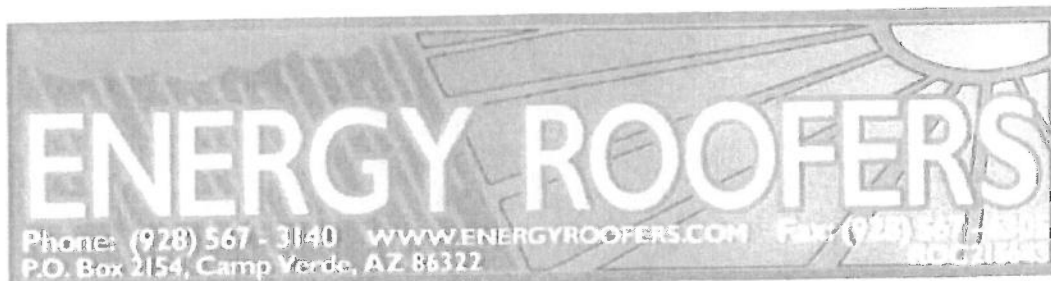
Price subject to change due to weekly price changes from suppliers.

Payment: 50% deposit is due at signing for material, delivery, and initial labor costs. Balance due immediately upon completion. Finance charges and late fees applied to past due invoices.

Exclusions: No other work will be performed or provided such as Fascia replace or repair or painted, Skylight/s replaced or repaired, or removal of AC units, or material unless specifically noted above or a change order is made and agreed upon by signing. Not responsible for "oil canning" in metal roofing and/or trim flashings

Satellite dish, if present, will be gently removed and reset into the same mounting holes. The dish may not regain signal and if not will be the homeowner's responsibility to schedule and pay for resetting.

Warranty: Energy Roofers is not responsible for any damages caused by or resulting from painters, maintenance workers, satellite, cable, or internet personnel climbing on and/or installing equipment on roof. Warranty also does not cover damage resulting from birds, tree limbs or other debris falling on roofing area. Warranty covers the roof system, material, and labor only and does not cover any



Date: March 14, 2022

Quote #: 5004-CV-22

Name: Stacy Bates, YAN
Address: 1200 W Pattee St
City, State: Camp Verde
Phone: 649-7131

Job Address:
Montessori School
3580 Smith Ave
Camp Verde, AZ 86322

We are pleased to provide you with the following quotation

Description of Work

Trailer #1:

Clean and prep roof
 Install drip edge
 Apply 1.0" polyurethane foam (R-6.7 insulation value) over existing roof
 Apply tan colored elastomeric roof coating at 2.5 gal per 100s.f
 Remove and dispose of existing roof covering on shed
 Install underlayment and drip edge
 Install 30 year architectural shingle and ridge on shed
 Clean up all work related debris
 5 year no leak warranty

Trailer #2:

Remove and dispose of existing roof covering on home and shed
 Install synthetic underlayment
 Install 2" drip edge
 Install 30 year architectural shingle and ridge
 Clean up all work related debris
 5 year no leak warranty

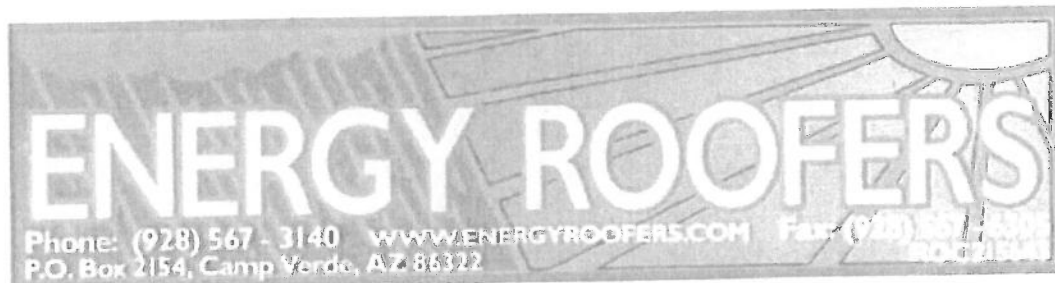
If damaged plywood needs replaced there will be an additional cost of \$110.00 per sheet

Thank you for your consideration of our proposal

Terms and Conditions:

Trailer #1 w/Sed	\$ 12,110.00
Trailer #2 w/Shed	\$ 6,570.00
Tax	\$ N/A
Total	\$ 18,680.00
Due at signing 50%	\$ 9,340.00

Price subject to change due to weekly price changes from suppliers.



Date: March 14, 2022

Quote #: 5005-CV-22

Name: Stacy Bates, YAN
Address: 1200 W Pattea St
City, State: Camp Verde
Phone: 649-7131

Job Address:
Senior Bldg
2367 Wiki Way
Camp Verde, AZ 86322

We are pleased to provide you with the following quotation

Description of Work

Remove and dispose of shingle roof covering
Install synthetic underlayment
Install necessary flashings
Leave custom drip edge
Install 30 year architectural shingle and ridge
Apply 2 coats of elastomeric roof coating over modified bitumen on flat section
Clean up all work related debris
5 year no leak warranty

If damaged plywood needs replaced there will be an additional cost of \$110.00 per sheet

Thank you for your consideration of our proposal

Sub-Total	\$ 17,470.00
Tax	\$ N/A
Total	\$ 17,470.00
Due at signing 50%	\$ 8,735.00

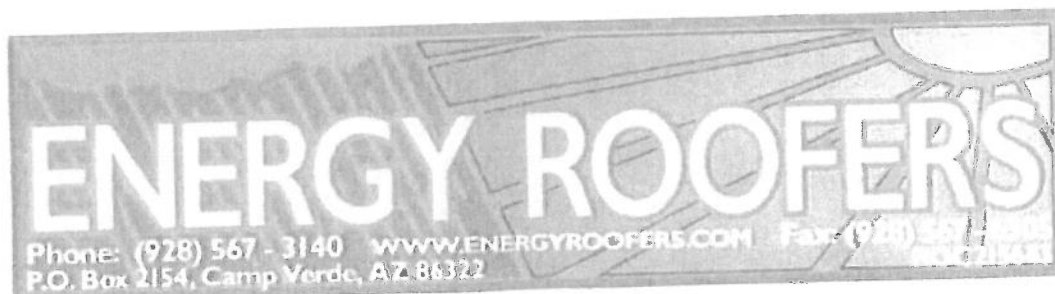
Terms and Conditions:

Price subject to change due to weekly price changes from suppliers.

Payment: 50% deposit is due at signing for material, delivery, and initial labor costs. Balance due immediately upon completion. Finance charges and late fees applied to past due invoices.

Exclusions: No other work will be performed or provided such as Fascia replace or repair or painted, Skylight/s replaced or repaired, or removal of AC units, or material unless specifically noted above or a change order is made and agreed upon by signing. Not responsible for "oil canning" in metal roofing and/or trim flashings

Satellite dish, if present, will be gently removed and reset into the same mounting holes. The dish may not regain signal and if not will be the homeowner's responsibility to schedule and pay for resetting.



Date: March 14, 2022

Quote #: 5008-CV-22

Name: Stacy Bates, YAN
Address: 1200 W Pattea St
City, State: Camp Verde
Phone: 649-7131

Job Address:
Forestry Bldg
Camp Verde, AZ 86322

We are pleased to provide you with the following quotation

Description of Work

Clean and prep roof
Remove (6) 2x4 skylights and install (6) new 2x4 curb mount skylights
Apply 1.0" polyurethane foam (R-6.7 insulation value) over existing roof
Apply tan colored elastomeric roof coating at 2.5 gal per 100s.f
Clean up all work related debris
5 year no leak warranty

Thank you for your consideration of our proposal

Sub-Total	\$ 16,600.00
Tax	\$ N/A
Total	\$ 16,600.00
Due at signing 50%	\$ 8,300.00

Terms and Conditions:

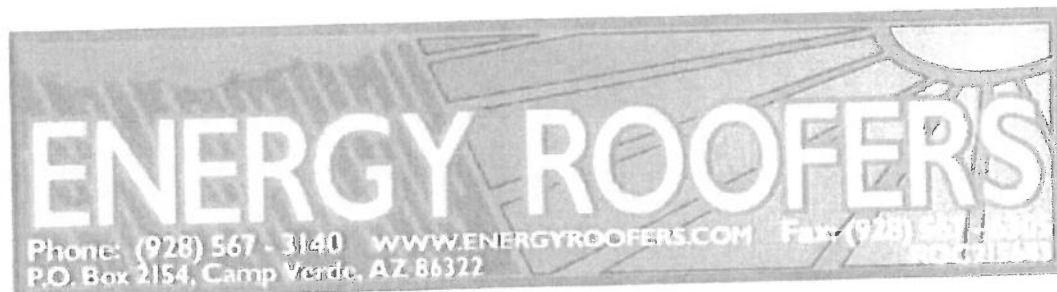
Price subject to change due to weekly price changes from suppliers.

Payment: 50% deposit is due at signing for material, delivery, and initial labor costs. Balance due immediately upon completion. Finance charges and late fees applied to past due invoices.

Exclusions: No other work will be performed or provided such as Fascia replace or repair or painted, Skylight/s replaced or repaired, or removal of AC units, or material unless specifically noted above or a change order is made and agreed upon by signing. Not responsible for "oil canning" in metal roofing and/or trim flashings

Satellite dish, if present, will be gently removed and reset into the same mounting holes. The dish may not regain signal and if not will be the homeowner's responsibility to schedule and pay for resetting.

Warranty: Energy Roofers is not responsible for any damages caused by or resulting from painters, maintenance workers, satellite, cable, or internet personnel climbing on and/or installing equipment on roof. Warranty also does not cover damage resulting from birds, tree limbs or other debris falling on roofing area. Warranty covers the roof system, material, and labor only and does not cover any consequential damages, this includes interior damage, property damage, etc. More information on the warranty will be given at time of receipt of final payment.



Date: February 25, 2022

Quote #: 4989-CV-22

Name: Stacy Bates, YAN
Address: 1200 W Pattea St
City, State: Camp Verde
Phone: 649-7131

Job Address:
Election Board Trailer
Camp Verde, AZ 86322

We are pleased to provide you with the following quotation

Description of Work

Clean and prep roof
Install drip edge
Apply 1.5" polyurethane foam (R-10.5 insulation value) over metal roof
Apply tan colored elastomeric roof coating at 2.5 gal per 100s.f
Clean up all work related debris
5 year no leak warranty

Thank you for your consideration of our proposal

Sub-Total	\$ 7,500.00
Tax	\$ N/A
Total	\$ 7,500.00
Due at signing 50%	\$ 3,750.00

Terms and Conditions:

Price subject to change due to weekly price changes from suppliers.

Payment: 50% deposit is due at signing for material, delivery, and initial labor costs. Balance due immediately upon completion. Finance charges and late fees applied to past due invoices.

Exclusions: No other work will be performed or provided such as Fascia replace or repair or painted, Skylight/s replaced or repaired, or removal of AC units, or material unless specifically noted above or a change order is made and agreed upon by signing. Not responsible for "oil canning" in metal roofing and/or trim flashings

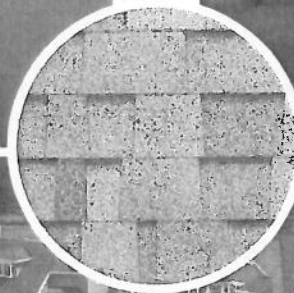
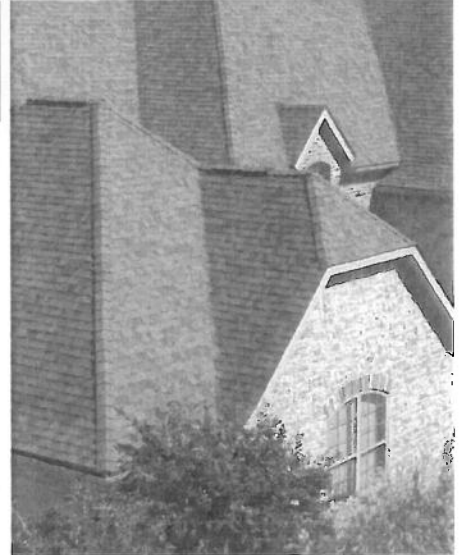
Satellite dish, if present, will be gently removed and reset into the same mounting holes. The dish may not regain signal and if not will be the homeowner's responsibility to schedule and pay for resetting.

Warranty: Energy Roofers is not responsible for any damages caused by or resulting from painters, maintenance workers, satellite, cable, or internet personnel climbing on and/or installing equipment on roof. Warranty also does not cover damage resulting from birds, tree limbs or other debris falling on roofing area. Warranty covers the roof system, material, and labor only and does not cover any consequential damages, this includes interior damage, property damage, etc. More information on the warranty will be given at time of receipt of final payment.

EXHIBIT B
To

**AGREEMENT FOR CONSTRUCTION SERVICES
BETWEEN
YAVAPAI-APACHE NATION
AND
ENERGY ROOFERS, INC.**

**Warranty Stipulations
June 2, 2022**



Shingle & Accessory Guide LIMITED LIFETIME WARRANTY

Available with select shingles. Please refer to warranty for details.

Thank you for choosing Malarkey Roofing Products® (Malarkey) shingles for your recent, home roofing project.

All of our shingles come with a product warranty (see Table 1 on the next page for a complete listing), as well as the optional Accessory Products used as part of the roof system installation. Malarkey Accessory Products include:

- **Right Start™** UDL and **Secure Start®** line of synthetic field underlayments
- **Arctic Seal®** and **Secure Start®** HT self-adhering underlayments
- **Smart Start™** starter shingles
- **Malarkey Hip and Ridge Shingles** (EZ-Ridge™ and RidgeFlex™)¹

Warranties can be hard to understand, so if you have any questions, refer to our website, www.malarkeyroofing.com/warranty-center, or contact our Technical Services Department by phone at (800) 545-1191, 7:00 am to 5:00 pm Pacific Time, or email: technicalinquiries@malarkeyroofing.com.

Malarkey Roofing Products® warranties stand with any in the industry. Highlights of our coverage include:

- **A Right Start™ Period:** Every Malarkey warranty begins with a multi-year, non-prorated warranty period designed to protect your shingle investment and get it off to a good start. During this initial period shingles do not depreciate, and you enjoy 100% warranty coverage.
- **Transferability:** During the Right Start™ period the warranty may be transferred to a subsequent owner, entitling them to the same coverage as the original owner.
- **Enhanced Wind Warranty Option:** Every Malarkey warranty includes protection against high winds and increases when you install a roofing system of Malarkey shingles and accessory products.
- **Scotchgard™ Protector:** Malarkey shingles that feature Scotchgard™ Protector from 3M™ also enjoy Limited Lifetime Warranty coverage against discoloration or staining due to algae growth.
- **Your Choice Warranty Option:** If you prefer another manufacturer's limited warranty to Malarkey's limited warranty for a similar product, we will honor their terms and conditions.

LIMITED LIFETIME WARRANTY

Most Malarkey shingles come with a Limited Lifetime Warranty against manufacturing defects that adversely affect the performance of the shingle. It is offered to individual homeowners who first had the shingles installed on the single family, detached house they use as their primary residence. "Lifetime" coverage is in effect as long as you, the original owner or eligible subsequent owner (following a successful warranty transfer), maintain as their primary residence, the house where the Malarkey shingles and accessories were installed.

When Malarkey Limited Lifetime Warrantied shingles are installed with two or more of the Malarkey Accessory Products listed above, those accessory items are also covered by the Limited Lifetime Warranty. Windsor® Starter shingles are not an accessory because they are required in Windsor® shingle installations and therefore covered by the Windsor® shingle warranty.

Other types of properties excluded from Lifetime coverage include houses no longer maintained by the original property owner or eligible subsequent owner as their primary residence, churches, schools, apartment buildings, condominiums, cooperative housing arrangements or buildings owned by corporations, trusts or government entities. These types of dwellings are limited to the warranty period listed in Table 1 under TERM (NOT PRIMARY RESIDENCE).

RIGHT START™ PERIOD

Malarkey roofing products are manufactured to very high standards, and because of this, every shingle listed in Table 1 starts with an initial, non-prorated Right Start™ Period of 7 to 15 years, depending on the product, that states:

If the shingles are found to have manufacturing defects that adversely affect the performance of the shingle, Malarkey will either repair, replace or pay for installation of new shingles plus a reasonable cost for underlayment and other materials.

No payment will be made for tear-off or disposal of old roofing. Malarkey's maximum liability under this warranty shall be equal to the dollar limit (per square* of material) expressed in Table 1, plus reasonable installation costs as defined by RS Means². Given the situation, Malarkey retains the right to fulfill its obligation by providing replacement materials only.

During the Right Start™ Period (see TRANSFERABILITY section), the Limited Lifetime Warranty may be transferred to a subsequent owner of the house, entitling them to the same coverage as the original owner.

* Square is a roofing term for the amount of material it takes to cover a 10-ft. by 10-ft. area of roof.

¹ Dura-Seal™ 3-tab shingles are only allowed as hip and ridge shingles when the field shingles are Dura-Seal™.

² RS Means®, a product line of Reed Construction Data, is North America's leading supplier of construction cost information. Visit www.rsmeans.com.

COVERAGE BEYOND THE RIGHT START™ PERIOD

Once the Right Start™ Period has passed, shingle values for the purpose of replacement are now prorated, decreasing each month by a certain percentage based on the number of months in their warranty, or term. For example, The Alaskan® shingle has a term of 35 years. Multiple that by the number of months in a year [12], and you get 420 months. The Alaskan's depreciation rate, expressed in the column, REDUCTION PER MONTH [see Table 1], is therefore, 1/420.

Another way to think about it is the dollar limit per square of shingles, reduced by the number of months the shingles have been on the roof.








Example 1: A claim for 40 squares of The Alaskan® shingles that was settled 12 years after installation –

- A = number of affected squares: 40
- B = initial dollar limit/SQ: \$90
- C = the number of months that remain on the warranty: 420 [length of the term x 12 months/yr.] minus 144 [12 years shingles were on the roof x 12 months/yr.] = 276 months
- D = length of the term = 420 months
- **Prorated warranty value:** $[A \times B \times C] \div D = [40 \times 90 \times 276] \div 420 = \$2,365.71$

Any costs in excess of the prorated adjustment are the owner's responsibility. If money was already paid under the warranty, the prorated warranty value will be reduced by that amount.

Limited Lifetime Warranty shingles, however, stop depreciating when they reach 80% of their term. Back to our example of The Alaskan® — its term is 35 years, or 420 months. 80% of 420 months is 336 months; therefore, The Alaskan® stops depreciating after 28 years $[336 \div 12 = 28]$.

TABLE 1

SHINGLE	TERM	TERM [NOT PRIMARY RESIDENCE]	WIND MPH [KPH]	ENHANCED WIND† [KPH]	RIGHT START™ PERIOD	DOLLAR LIMIT/SQ	REDUCTION PER MONTH*
3-TAB SHINGLES							
Dura-Seal™	300 Months	25 years	60 [97]	70 [113]	7 years	\$60	1/300
Dura-Seal™ AR	300 Months	25 years	60 [97]	70 [113]	7 years	\$65	1/300
The Alaskan® 	Lifetime	35 years	110 [177]	130 [209]	10 years	\$90	1/420
LAMINATE SHINGLES							
Highlander®	Lifetime	40 years	110 [177]	130 [209]	10 years	\$75	1/480
Highlander® AR	Lifetime	40 years	110 [177]	130 [209]	10 years	\$80	1/480
Highlander® NEX®	Lifetime	40 years	110 [177]	130 [209]	10 years	\$75	1/480
Highlander® NEX® AR	Lifetime	40 years	110 [177]	130 [209]	10 years	\$75	1/480
Ecoasis™ Costa (oxidized)	Lifetime	40 years	110 [177]	130 [209]	10 years	\$85	1/480
Ecoasis™ NEX®	Lifetime	40 years	110 [177]	130 [209]	10 years	\$90	1/480
Ecoasis™ Sol	Lifetime	40 years	110 [177]	130 [209]	12 years	\$90	1/480
Vista®	Lifetime	40 years	110 [177]	130 [209]	12 years	\$80	1/480
Vista® AR	Lifetime	40 years	110 [177]	130 [209]	12 years	\$85	1/480
Ecoasis™ Costa (NEX®)	Lifetime	40 years	110 [177]	130 [209]	12 years	\$90	1/480
Legacy®	Lifetime	50 years	110 [177]	130 [209]	15 years	\$95	1/600
Legacy® 	Lifetime	50 years	110 [177]	130 [209]	15 years	\$100	1/600
Legacy® XL 	Lifetime	50 years	110 [177]	130 [209]	15 years	\$100	1/600
Ecoasis™ Premium 	Lifetime	50 years	110 [177]	130 [209]	15 years	\$160	1/600
DESIGNER SHINGLES							
Windsor® 	Lifetime	50 years	110 [177]	140 [225]	15 years	\$200	1/600
Windsor® XL 	Lifetime	50 years	110 [177]	140 [225]	15 years	\$200	1/600
Windsor® Ecoasis™	Lifetime	50 years	110 [177]	140 [225]	15 years	\$200	1/600
Windsor® Ecoasis™ 	Lifetime	50 years	110 [177]	140 [225]	15 years	\$200	1/600

* See the Limited Wind Warranty & Enhanced Wind Warranty section for details.

* The shingle's depreciation rate per month following expiration of the Right Start™ Period.

ACCESSORY WARRANTIES (FOUR VARIATIONS)

1. When you install two or more Malarkey Accessory Products [listed on page 1] with any brand of Malarkey Limited Lifetime Warranty shingles, those accessory products carry the same Limited Lifetime Warranty along with its Right Start™ Period.
2. When you install one Malarkey Accessory Product with any brand of Malarkey Limited Lifetime Warranty shingles, that accessory product carries a 20-year warranty against manufacturing defects and a Right Start™ Protection Period of 5 years.
3. When you install one or more Malarkey Accessory Products with any Malarkey Non-Limited Lifetime Warranty shingle [i.e., Dura-Seal™ AR], those accessory products carry a 10-year warranty against manufacturing defects and a Right Start™ Protection Period of 5 years.
4. Installed separately [for example, as part of a competitor's roof system], every Malarkey Accessory Product carries a 10-year warranty against manufacturing defects.

LIMITED WIND WARRANTY & ENHANCED WIND WARRANTY

Malarkey shingle warranties include two types of *wind* warranties: a **Limited Wind Warranty** and an **Enhanced Wind Warranty**, and both protect against damage to shingles from high winds [i.e., shingle blow-off]. Wind warranties are in effect for the same duration as Right Start™ Periods.

Terms and Conditions: Malarkey's wind warranties apply only when shingles are properly adhered, whether by hand-sealing with asphalt roof cement conforming to ASTM D4586 or by activation of the shingles' self-sealing strips.

In high wind areas, as listed by the National Weather Service, Malarkey strongly recommends, and in many areas building code requires, shingles, including starter shingles, be fastened with six [6] nails [nine [9] nails for the Windsor® shingle line] as per Malarkey's printed instructions.

The Limited Lifetime Warranty covers Malarkey shingles up to the wind speeds in **Table 1, column Wind**.

The Enhanced Wind Warranty covers Malarkey shingles up to the wind speeds in **Table 1, column Enhanced Wind**.

In addition to the Limited Lifetime Warranty conditions, Enhanced Wind Warranty roof systems must include:

1. Application of Malarkey Smart Start™ starter shingles
2. Fastening of Malarkey shingles, including starter shingles, using six [6] nails [nine [9] nails for Windsor® shingle line]
3. Either of Malarkey's Hip and Ridge shingles [EZ-Ridge™ or RidgeFlex™]³

Malarkey's maximum liability under wind warranties is, at its option, to repair or replace blown-off shingles [including materials and labor], hand-seal [or have hand-sealed] the shingles at our expense, or pay the owner an amount not exceeding the dollar limits expressed in **Table 1**, plus reasonable installation costs as defined by RS Means®. No amount shall be paid for removal or disposal of damaged shingles.

LIMITED ALGAE RESISTANT ROOFING SYSTEM WARRANTIES

Malarkey offers two shingle warranties against damage due to discoloration caused by the development of blue-green algae [primarily the cyanobacteria *Gloeocapsa* spp], and both require Malarkey algae resistant hip and ridge shingles⁴ [EZ-Ridge™ or RidgeFlex™] featuring Scotchgard™ Protector from 3M™⁵.

The first warranty shares the same Limited Lifetime Warranty coverage offered on those Malarkey field shingles that feature Scotchgard™ Protector from 3M, subject to the conditions and limitations listed below.

The payment to the owner for those shingles that exhibit discoloration due to algae will be an amount not exceeding the dollar limits expressed in **Table 1** and reasonable installation costs for your area as defined by RS Means®. Malarkey's maximum liability under this warranty is, at its option, to repair or replace the defective shingles or pay the owner an amount not exceeding the dollar limits expressed in **Table 1** and reasonable installation costs as defined by RS Means®.

*The second warranty covers Malarkey's Algae Resistant [AR] shingles. These shingles are listed in **Table 1** in the first column, and have "AR" after their name. These shingles are warrantied against discoloration or staining due to algae growth, with a prorated settlement after five [5] years [60 months]. AR shingles and terms include:*

SHINGLE	ALGAE WARRANTY TERM
Vista® AR	12 years
Highlander® AR	10 years
Highlander® NEX® AR	10 years
Dura-Seal™ AR	5 years

For claims within the first five years meeting all warranty requirements, the payment to the owner for those shingles that exhibit discoloration due to algae will be an amount not exceeding the dollar limits expressed in **Table 1** and reasonable installation costs for your area as defined by RS Means®.

After the first five [5] years [60 months], the settlement is prorated, and Malarkey may, at its discretion, repair, replace or offer a labor payment to cover the reasonable cost for cleaning the affected shingles. The maximum payment under this warranty will be prorated based upon the number of months the shingles have been installed on the roof up to the maximum warranty period. After the warranty period expires, there is no remedy for algae on AR shingles.

³ Dura-Seal™ shingles used for hip and ridge will qualify for Enhanced Wind Warranty coverage only when Dura-Seal™ is the field shingle.

⁴ Dura-Seal™ AR shingles used for hip and ridge will satisfy the requirements of algae resistance coverage only when Dura-Seal™ AR is the field shingle.

⁵ Scotchgard™ and 3M™ are trademarks of the 3M Company.

Malarkey's maximum liability for algae is, at its option, to repair or replace the defective shingles or pay the owner an amount not exceeding the dollar limits expressed in Table 1 and reasonable installation costs as defined by RS Means® (prorated after 60 months).

TRANSFERABILITY

During the Right Start™ Period, these warranties may be transferred, but only by the original property owner to the first subsequent owner, after notification to Malarkey as described below. If the transfer takes place within the Right Start™ Period, the eligible new owner is entitled to the balance of the original warranty and Right Start™ period. "Lifetime" warranty coverage is transferable as long as the subsequent owner maintains the home as their primary residence. If the transfer occurs after the Right Start™ Period, the warranty to the subsequent owner will be limited to two (2) years from the date of the real estate title transfer. Warranty coverage will be as stated in the COVERAGE BEYOND THE RIGHT START™ PERIOD section.

To transfer the warranty, the current holder of the warranty must notify Malarkey's Warranty Services Department (see the **CLAIMS PROCEDURE** section) in writing within sixty (60) days from the date the title of the property was changed. We will either send you a *Shingle Warranty Transfer* document to fill out or simply request you provide us with the following information:

- The name, address and phone of the current holder of the warranty
- The date of the original, completed installation
- Proof of purchase
- The address where the shingles were installed
- The name and address of the new owner, and
- The date of title transfer

If Malarkey is not notified of the transfer as outlined above, the warranty shall not transfer, and Malarkey will have no further liability of any nature to the warranty holder.

EXCLUSIONS

The Limited Lifetime Warranty covers only manufacturing defects in Malarkey shingles that adversely affect the performance of the shingle. It covers the asphalt shingle products listed in Table 1 that are sold and installed in the U.S. and Canada. Warranty claims that Malarkey determines are cosmetic in nature are not considered manufacturing defects. The warranty does not cover other products such as flashing and metal work or damage to shingles attributable in whole or in part to other causes including, but not limited to:

- Improper fastening or installation not in accordance with Malarkey's written instructions
- Improper ventilation; at a minimum ventilation must comply with FHA Minimum Property Standards
- Improper transportation, storage, or handling of shingles and/or accessories
- Defects in, or failure of, flashing or metal work or material used as a roof face over which shingles are applied
- Penetrations of the roofing system for installation of rooftop appurtenances (solar panels, satellite dishes, stovepipes, etc.), structural changes, or other alterations to the roof after application of the shingles
- Inordinate traffic on the roof for any reason (equipment installation/removal, moss and debris removal, gutter cleaning, etc.)

- Settlement, movement, distortion, failure or cracking of the roof decks, walls or foundations of the building
- Damage to shingles, roof deck, or structure due to ice damming or water backup
- Variation in color (shading) which may occur from the positioning of colored granules on the shingles. Shading or discoloration of shingles or ridges due to algae [excluding AR or Scotchgard™ shingles as described in the Limited Algae Resistant Roofing System Warranties section]
- Deterioration or distortion caused by mold, mildew, or other vegetation, organic compounds, paints, chemicals, or similar materials
- Granule sloughing due to excessive granules on the shingles
- Impact of foreign objects
- Violent or unusual weather conditions, such as flooding, tornadoes, hailstorms, winds in excess of Wind Speed Limits [Table 1], or other "Acts of God"
- Fire, acts of vandalism, and other, similar occurrences

Color Match. Malarkey reserves the right to discontinue or modify any shingles or accessories, including the colors offered; therefore, replacement shingles due under the warranties may not be an exact match. Even if the same color and style of shingle or accessory is available, the product may not appear to be an exact match to the existing shingles or accessories due to normal weathering, aging, and other factors.

Wind Warranties. Shingles that come with a factory-applied self-sealing strip must be subjected to sunlight for several days before full sealing can occur. Shingles installed in fall or winter may not seal until the following spring; consequently, the shingles should be hand-sealed. Shingles which do not receive direct sunlight or are not exposed to adequate surface temperatures may never seal. This is the nature of the shingles, and failure to seal down under such circumstances is not a manufacturing defect.

If any self-sealing shingles exposed to adequate temperatures and direct sunlight fail to activate the self-sealing strips during the first year after application, Malarkey will have no liability under this warranty for such defects unless proper written notification has been made prior to the end of the first year after installation and Malarkey has been allowed the opportunity to hand-seal any non-sealed shingles at its own expense. Malarkey will not be responsible for the cost of removal and replacement of any rooftop appurtenances or equipment installations in order to conduct repairs for valid claims, such as, but not limited to, solar panels.

CLAIMS PROCEDURE

1. Warranty claims shall be made in writing by certified or registered mail to the address below and accompanied by proof of purchase. Warranty claims must be made within 30 days of discovery and prior to any repairs being made.

Malarkey Warranty Services Department
P.O. Box 17217, Portland, OR 97217

2. Malarkey will be given the opportunity to inspect the roof and be provided with samples before any steps are taken to repair the roof.

Any repairs made prior to or during the investigation period without Malarkey's prior written approval, will be at the owner's expense.

3. Malarkey may require you to send us, at your expense, photographs and/or sample shingles or accessories for testing.
4. After verification the shingles are defective, Malarkey will perform its obligations under these warranties within forty-five (45) days of receipt of notice, unless performance is delayed by circumstances beyond Malarkey's control. Any cost in excess of the prorated adjustment will be the owner's responsibility.

SOLE AND EXCLUSIVE WARRANTY

This Limited Warranty is the only express and/or implied warranty made by Malarkey in connection with the sale of its products. No representative of Malarkey or any other person has any authority whatsoever to accept from or for Malarkey, any additional or different liability or responsibility for Malarkey Products.

Malarkey shall not be liable for damage to any building or contents or injury to persons or for any consequential damages resulting from breach of the warranty or any other warranty or condition, implied by law or otherwise, including any implied warranty of merchantability or fitness. Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages; this exclusion may not be applicable in all states and provinces. This warranty gives specific legal rights; there may be other rights that vary state to state and province to province.

The parties agree that any condition or claims relating to this warranty shall be first submitted to mediation under The Construction Industry Arbitration and Mediation Rules of the American Arbitration Association [or other mutually acceptable arbitrator]. No court or other tribunal shall have jurisdiction until the arbitration is completed.

Some states and provinces do not allow these exclusions, limitations, and incidental or consequential damages, so these may not apply to your situation. These Limited Warranties may not be modified or changed except in writing and signed by an officer of Malarkey. No one (other than an officer of Malarkey) has the authority to assume any additional liability or responsibility for Malarkey in connection with the shingles and accessories except as described above.

This warranty gives the warranty holder specific legal rights and there may be others depending on the state or province. The parties agree that any condition or claim relating to this warranty shall be first submitted to mediation under the construction industry arbitration and mediation rules of the American Arbitration Association [or other mutually acceptable arbitrator]. No court or other tribunal shall have jurisdiction until the arbitration is completed.

Malarkey reserves the right to discontinue or modify any of its products, including the color blend of said shingles, without notice to the owner and shall not be liable to the owner as a result of this modification or discontinuance.

YOUR CHOICE WARRANTY OPTION

If you prefer another manufacturer's limited warranty coverage for "like" products rather than Malarkey's limited warranty, you may elect to have Malarkey honor the terms and conditions of our competitor's limited warranty in place of Malarkey's limited warranty. To do this, you must select another manufacturer's limited warranty coverage, and Malarkey will then provide limited warranty coverage based on that competitor's current published limited warranty at the time of purchase.

SHINGLE AND ACCESSORY WARRANTY REGISTRATION

Registration of the warranty is not required to receive full stated coverage of the warranty for your product, but is recommended. If you choose to register your roofing installation, complete the online Shingle Warranty Registration Activation Form at www.malarkeyroofing.com/warranty-center.



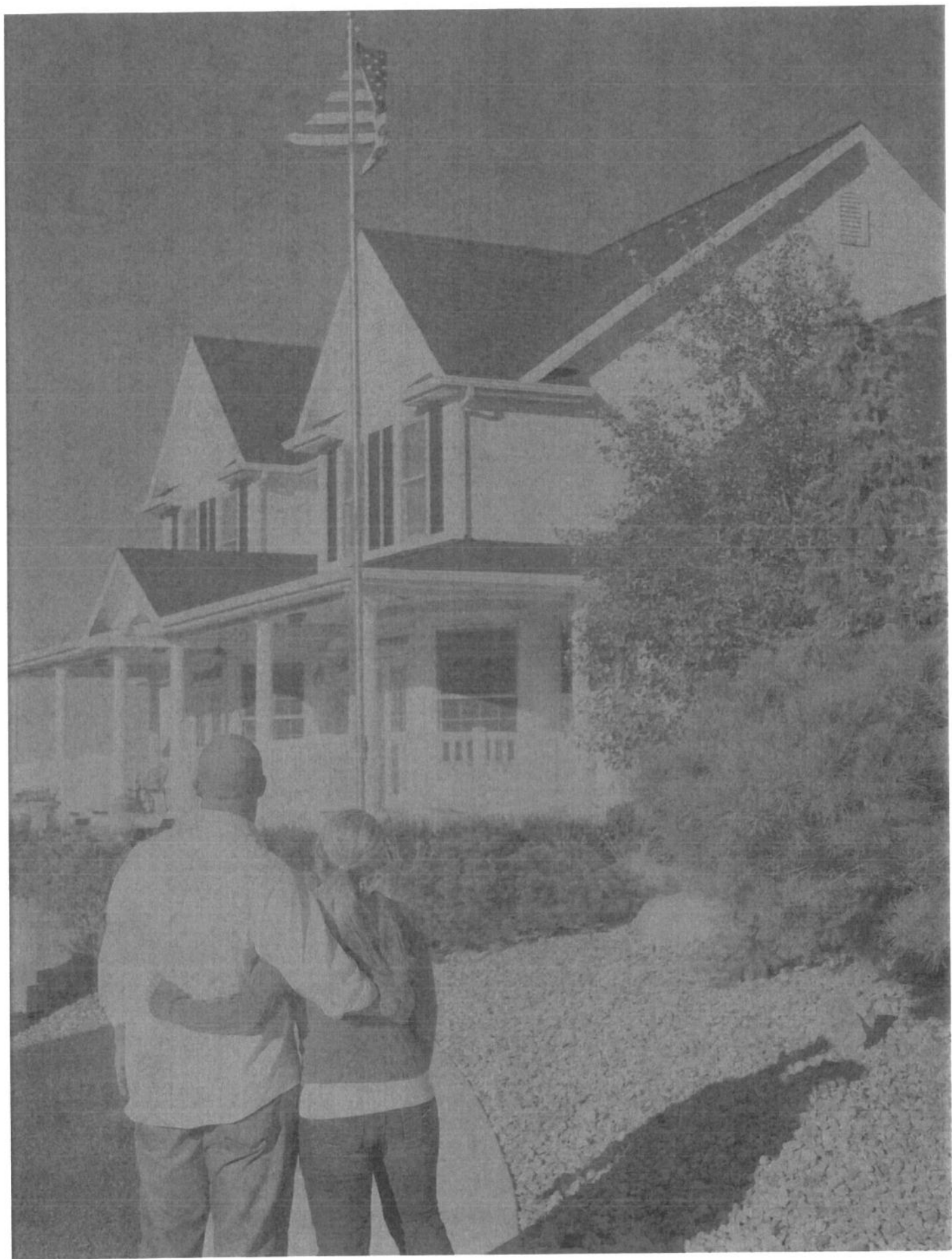
If you choose to register your roofing installation (not required to receive full stated coverage of the warranty for your product), complete the online Shingle Warranty Registration Activation Form by scanning this code, or visiting: WWW.MALARKEYROOFING.COM/WARRANTY-CENTER

The owner should retain all documents and proof of purchase of Malarkey products for submission to Malarkey for validation of claims.

Thank you again for choosing Malarkey Roofing Products®. Enjoy your new roof.

Mailing Address:
P.O. Box 17217, Portland, OR 97217
O: 503.283.1191 | 800.545.1191 | F: 503.289.7644
www.MalarkeyRoofing.com

Rev. 06/20





Thank you for choosing
MALARKEY ROOFING PRODUCTS®
to protect your home.



SWD Urethane Roof Warranty

MATERIAL LIMITED WARRANTY

Project Reference:	_____	Warranty Number:	_____
Building Name:	_____	Warranty Term:	_____
Building Address:	_____	Date Issued:	_____
Building City/State/Zip:	_____		
Building Owner:	_____	Roof Area (Sq Ft):	_____
Owner's Phone:	_____	Foam Spec:	_____
Owner's Address:	_____	Coating Spec:	_____
Owner's City/State/Zip:	_____		
Approved Contractor:	_____	Completion Date:	_____
Contractor Phone:	_____		
Contractor Address:	_____		
Contractor City/State/Zip:	_____		

LIMITED WARRANTY

SWD Urethane Company, hereafter "SWD", warrants to the original Building Owner listed above, hereafter "Owner", that for the duration of the warranty term the Quik-Shield Materials supplied by SWD to the building listed above will not leak due to manufacturing defects or ordinary wear and tear by the elements.

THIS LIMITED WARRANTY IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

EXCLUSIVE REMEDY

SWD will provide replacement Material free of charge, or the cash equivalent of the SWD Quik-Shield Materials, for any portion of SWD products judged to be materially defective in accordance with the service process as outlined below. This exclusive remedy is available only for that portion of the SWD Material exhibiting defects at the time of settlement and excludes any labor or additional costs involved with repairing or replacing the defective product. Replacement product will be warranted only to the remainder of the original Limited Warranty period. SWD's maximum liability under this Limited Warranty is the original cost of the SWD Quik-Shield Material used on the roof prorated over the life of the Limited Warranty less any previously incurred warranty costs by SWD.

CONDITIONS AND LIMITATIONS

SWD shall have no obligation under this Limited Warranty unless and until SWD and the original authorized roofing contractor have been paid in full for all material, supplies, services, warranty and other costs included in or incidental to the roofing system. Coverage is limited to the terms and conditions set forth above. No representative of SWD has any authority to make promises, representations or assume additional liability or responsibility for SWD or in connection with SWD products. This Limited Warranty is neither a maintenance agreement nor an insurance policy. This Limited Warranty specifically EXCLUDES from coverage damage or failure of the SWD Quik-Shield Materials caused by or resulting from:

- Products supplied by others; SWD assumes no responsibility for proper or improper installation or performance of non-SWD products.
- Improper application (including surface or substrate preparation) of SWD Quik-Shield Materials. Cosmetic blisters do not compromise the integrity of the roof system and are therefore excluded as failed Material.
- Deformation, movement, settlement, separation, cracks or failure of the roof deck, substrate, parapet walls, copings, HVAC units, vents, metal or plastic work, non-warranted flashing or underlying components under the coated foam roof system.
- Insufficient drainage or slope conditions, including ponded water.
- Installation of, or damage caused by, roof top accessories, additions or equipment including, but not limited to, lightning protection equipment, antennas, HVAC units, pitch pans, scuppers, skylights, roof drains or drainage systems, framework or supports for signs, piping, conduit or sprinkler systems, or other trades or tradesmen on or to the roof.
- Lack of roof maintenance, failure to provide repairs consistent with SWD specifications or unauthorized acts by non-SWD authorized service contractors.
- Abuse or neglect including, but not limited to, vandalism, recreational abuse, acts of war, civil disobedience, excessive foot traffic, storage of materials on roof, falling objects, or exposure to contaminants.
- Infiltration or condensation of moisture, mold, fungi, spores, insects, or other organic pathogens through, in or around the walls, copings or building structures of underlying or surrounding materials, or damage caused by birds.
- Chemicals, solvents, fluids, oils, grease, gases or other materials vented to the roof.
- Natural disasters or extreme or unusual weather conditions, including, but not limited to, wind damage, flood, hail, tornado, hurricane, lightning, fire, earthquakes or acts of God.

In the event of damage to or the failure of the SWD Quik-Shield Materials due to any of the occurrences specifically excluded above, the Owner shall promptly notify SWD in writing and, at Owner's own expense, have the damage or failure repaired by an SWD authorized and approved contractor. All repairs MUST be made in accordance with SWD instructions. Owner agrees to allow SWD, or its designated representative(s) or employee(s), to inspect the roof and other areas deemed necessary to maintain the integrity of the roofing system upon notification of damage or failure due to a non-warrantable cause. Failure to comply with SWD instructions, to use an unauthorized and/or unapproved contractor, or to promptly make the repairs required shall void this Limited Warranty.



SWD Urethane Roof Warranty

ROOF ACCESS & INSPECTION

During the term of this Limited Warranty SWD, or its designated representative(s) or employee(s), or the Approved Contractor will have the right, but not the obligation, to inspect the roof or any other areas it deems necessary on a periodic basis and shall notify the Owner of the existence of any conditions which threaten the integrity of the System or require repair. Owner will, at own cost, make all required repairs and/or correct any such conditions immediately according to SWD guidelines upon receiving notification. Failure to make any such repair or cure compromising conditions will void this warranty. If roof access is restricted due to security or other restrictions, Owner agrees to reimburse SWD, its designated representative, employee or Approved Contractor for all reasonable costs incurred during inspection and/or repair of the System as a result of the restrictions. Owner is responsible for the removal and replacement of any roof structures or equipment necessary to expose the System for inspection and/or repair.

WARRANTY TRANSFER

This warranty may be assigned or transferred to such tenant, purchaser or successor provided all of the following criteria are met: (1) written notice, including the intended building use, is provided to and approval received from SWD, (2) SWD, its designated representative(s) or employee(s), performs a full roof inspection within 30 days of the transfer date, (3) any and all repairs requested by SWD are made, and (4) an inspection fee and/or transfer fees are paid to SWD. The assignment or transfer does not become effective unless and until SWD receives the required funds.

WARRANTY CLAIMS

In the event any leak should occur in the SWD Quik-Shield Materials: (a) Owner must notify SWD verbally on the date the defect is discovered and in writing via registered mail within 30 days of the discovery date. Notice provided to the roofing contractor is NOT notice to SWD. By so notifying SWD, the Owner authorizes SWD, or its designated representative(s) or employee(s), to investigate the cause of the leak including, but not requiring, inspection of the SWD Materials, roof structure and/or other rooftop structures or equipment, photos and/or a sample of the SWD Materials for testing. (b) If upon investigation, SWD determines that the leak is not excluded under the Terms and Conditions set forth in this Limited Warranty, the Owner's sole and exclusive remedy and SWD's liability shall be limited to the repair of the leak; (c) Should the investigation reveal that the leak is excluded under the Terms and Conditions set forth in this Limited Warranty, the investigation costs shall be paid by the Owner. Failure by Owner to pay for these costs shall render this Limited Warranty null and void. If the cause of the leak is determined to be outside the scope of this Limited Warranty, SWD shall advise the Owner of the type and/or extent of the repairs required to be made at the Owner's expense which, if the Owner properly makes, will permit this Limited Warranty to remain in effect for the unexpired portion of its term. This warranty certificate and all inspection, maintenance and repair records should be kept immediately available in the event it is necessary to make a claim.

GOVERNING LAW, LIMITATION OF DAMAGES

This warranty will be governed by the laws of the State of Arizona without regard to principles of conflicts of laws. The parties agree that, as a condition precedent to litigation, any controversy or claim relating to this warranty shall first be submitted to mediation before a mutually acceptable mediator. In the event that mediation is unsuccessful, the parties agree that neither one will commence or prosecute any lawsuit or proceeding other than before the appropriate state or federal court in the State of Arizona. Each party irrevocably consents to the jurisdiction and venue of the above identified courts.

BY PURCHASE, ACCEPTANCE OR RECEIPT OF THIS WARRANTY, THE ORIGINAL OWNER AS NAMED ABOVE ACCEPTS THE TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS CONTAINED IN THIS WARRANTY. THIS WARRANTY SHALL BE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SWD BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, DAMAGE TO THE INTERIOR OR EXTERIOR OF THE BUILDING. ANY ACTION FOR BREACH OF THIS AGREEMENT, EXCEPT FOR NONPAYMENT BY THE OWNER, MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE BREACH OCCURS OR IS DISCOVERED.

SWD'S FAILURE AT ANY TIME TO ENFORCE ANY OF THE TERMS AND CONDITIONS STATED HEREIN SHALL NOT BE CONSTRUED TO BE A WAIVER OF SUCH PROVISIONS. THIS WARRANTY INCLUDES THE COMPLETE AND EXCLUSIVE AGREEMENT BETWEEN THE BUILDING OWNER AND SWD AND SUPERSEDES ANY AND ALL PRIOR ORAL AND WRITTEN AGREEMENTS OR REPRESENTATIONS. THE WARRANTY OBLIGATION OF SWD AND THE REMEDY STATED HEREIN IS THE SOLE AND EXCLUSIVE AGREEMENT, REMEDY AT LAW OR IN EQUITY FOR DEFECTS IN MATERIAL SUPPLIED BY SWD.

This Limited Warranty is void unless signed by an authorized representative of SWD and Building Owner. No representative of SWD or the Approved Contractor has any authority to make promises, representations or assume additional liability or responsibility for SWD or in connection with SWD products described in this warranty. Building Owner's signature constitutes acceptance of all Terms and Conditions of this Limited Warranty and the SWD System. This Limited Warranty is effective as of the Completion Date listed on this document. Warranty coverage does not begin until SWD Urethane has received a copy with building owner and approved contractor signatures. SWD Urethane must receive a copy this warranty with building owner and approved contractor signatures within 60 days of issue date. If a signed copy is not received within 60 days of issued date the warranty will be void. Owner's failure to pay the full contract price for installation, materials, warranty fees and all other expenses to the Approved Contractor voids this warranty.

SWD REPRESENTATIVE

BUILDING OWNER

APPROVED CONTRACTOR

Authorized Signature

Authorized Signature

Authorized Signature

Name (print)

Name (print)

Name (print)

Title

Title

Title

Date

Date

Date