

METALMASTER ROOFMASTER

LEADER IN THE INDUSTRY



MASTER SERVICE MAINTENANCE AGREEMENT

PREPARED FOR

Palatine Township

Palatine, IL

METALMASTER
ROOFMASTER
CORPORATE OFFICE
4800 METALMASTER WAY

MASTER SERVICE MAINTENANCE AGREEMENT ("Agreement")
is made effective as of the date affixed below by and between:

Palatine Township

(hereinafter referred to as "Owner")
721 S. Quentin Rd.
Palatine, IL 60067

AND

Metalmaster Roofmaster, Inc.
4800 Metalmaster Way
McHenry, Illinois 60050

RECITALS

WHEREAS, Owner is the owner of certain real property located at
721 S. Quentin Rd., Palatine, IL
hereinafter referred to as the "Subject Property"); and

WHEREAS, Owner desires that METALMASTER ROOFMASTER, INC. (hereinafter referred to as
"METALMASTER") perform periodic inspections and preventative maintenance and repairs as more
fully set forth herein; and

For good and sufficient consideration, the receipt of which is hereby acknowledged,
IT IS HEREBY AGREED THAT:

TERMS

The initial term of this Agreement shall begin on the date stated below and will continue for a
period of one (1) year thereafter. This Agreement shall automatically renew at the expiration of the
initial term on an annual basis at the current rate. The Owner may terminate this Agreement beyond
any additional annual term upon thirty (30) days written notification to METALMASTER prior to the
expiration of any annual term.

SCOPE

A. Maintenance and Repairs

Preventative maintenance and proactively making repairs are essential to extending the useful life
of a roof. Proper roof maintenance will also preserve the valuable protection of the manufacturer's
warranty (as applicable).

Throughout the term of this Agreement, METALMASTER will be available to Owner
to provide maintenance and repair services to the PVC and Shingle
roof areas only, including, but not limited to the following, if applicable:

1. 24-hour emergency response during which temporary repairs may be made to assist in
preventing further damage until a permanent solution can be applied;
2. Planned repairs agreed upon and authorized by Owner;
3. Snow and ice removal;
4. Field and flashing repairs;
5. Removing debris from the roof, drains, and gutters;
6. Alterations, maintenance, service and any other additional work authorized by Owner and
Warranty provider so that warranty protection is maintained;

To the greatest extent possible, METALMASTER will be prepared to perform recommended and
agreed upon maintenance and repairs at the initial site visit. If not, recommended and agreed upon
maintenance and repairs will be scheduled for a mutually convenient time with the Owner.

Prior to any work being performed, METALMASTER will require prior written authorization from Owner. All work as agreed upon will be performed on a Time and Material Basis, or otherwise by agreement. Premium rates will apply for after hour and emergency work performed by METALMASTER.

B. Preventative Maintenance Inspections

An effective preventative maintenance program should encompass routine inspections of the roofing system to identify potential problems which could severely damage the roofing system and surrounding or adjacent building components. The failure to perform routine inspections can also void the valuable protection of the manufacturer's warranty (as applicable). METALMASTER strongly recommends two (2) biannual comprehensive preventative maintenance inspection. The inspection will be scheduled at a time mutually convenient to both parties.

METALMASTER'S comprehensive preventative maintenance inspection consists of a visual examination of readily accessible systems and components as follows and as applicable:

1. SERVICE FIELD AREA OF ROOF

- Visually inspect the entire accessible surface of the roof covering, and check for any issues.
- Visually inspect for any mechanical or physical damage caused by tools or heavy objects, hail, vandalism, or excessive foot traffic, etc.
- Provide a thorough visual inspection of roof access points, walkways, and "natural" pathways, for potential damage, and/or excessive wear to the roof covering in high traffic areas.
- Visually inspect for any indications of "ponding water", or other signs of poor, or disrupted drainage.
- Visually inspect accessible roofing system covering field seams, and flashing connections.
- Visually inspect roofing system covering, only, for signs of wind, or severe weather damages.
- Check for visual signs of contaminants such as acids, oils, fats, chemicals, and organic solvents, coming in contact with the roofing system covering/membrane, that could potentially have adverse effects on the roof system covering/membrane, if not addressed immediately.

2. PERIMETER, PARAPET WALL, PENTHOUSE WALL, AND CURB DETAILS AND FLASHINGS

- Visually inspect the entire accessible perimeter, curb, and wall flashings surface of the roof covering, and check for any issues.
- Visually inspect for any mechanical or physical damage caused by tools or heavy objects, severe weather, vandalism, or excessive foot traffic, etc.
- Visually inspect for any indications of "ponding water", or other signs of poor or disrupted drainage.
- Visually inspect accessible roofing system covering's flashing seams.

3. ROOF DRAINS, GUTTERS, AND SCUPPERS

- Visually inspect the exterior roof drain baskets for leaves, dirt, or any other obstructions which can hinder water from entering the roof drainage components and/or exiting the roofing system surface.
- Visually inspect the roofing system scuppers and collector boxes, for leaves, dirt, or any other obstructions which can hinder water from entering the roof drainage components, and/or exiting the roofing system surface.
- Visually inspect for any roof membrane seam or flashing issues, located at the roofing systems drainage connections, that are potentially requiring service and maintenance to maintain a watertight condition.
- Visually inspect the accessible gutters (as applicable), for leaves, dirt, or any other visually apparent obstructions which can hinder water from entering the roof drainage components, and/or exiting the roofing system surface.
- Visually inspect the accessible gutter system for signs of deterioration, water tightness issues, and/or visually recognizable properly pitched slope.

4. ROOFTOP UNITS AND PENETRATIONS

- Visually inspect the accessible exterior of the existing roof top units for any apparent areas that could potentially, if not already be a source of water infiltration.
- Visually check for any roof membrane seam or flashing issues, where the roof covering is exposed to view, located at the roof top unit's curb flashings that are potentially, requiring service and maintenance to maintain a watertight condition.
- Visually inspect all existing pipe, conduit and/or any additional roof system penetration flashings, to ensure water tightness at their detail location(s).
- Provide a visual inspection of the accessible roofing system membrane, where the roof covering is exposed to view, located directly around the existing roof top units, for potential damage that could occur during the servicing of the roof-top units, by others.
- To the extent visually available only, confirm that exposed condensation currently draining from the HVAC units on the roof deck, is piped to drain to the roof drainage components.

5. ROOF SYSTEM PERIMETER EDGE FLASHING, TERMINATIONS, EXPANSION AND CONTROL JOINTS

- Visually check for any accessible perimeter edge roof covering/membrane seams or flashings, that are potentially requiring service and maintenance to maintain a watertight condition.
- Visually inspect all accessible roof covering/membrane and/or sheet metal terminations to visually ensure water tightness at their detail location(s).
- To the extent visually possible, and where accessible, confirm that exposed expansion and control joints are in watertight condition.
- Visually inspect accessible exposed coping joints, and metal flashings for any areas that could potentially, if not already require service or maintenance, or be a source of water infiltration.

6. ROOF RELATED SHEET METAL WORK AND ROOF RELATED SEALANT APPLICATION

- Visually inspect where accessible, all roof related sheet metal work, including counterflashing, coping, metal edges, etc., are in a watertight condition.
- Visually check all roof related sealant at the exposed joints of the roof related sheet metal work only, for cracking and/or shrinkage, or damages which are recognized to be in need of standard sealant and maintenance.

Upon completion of the inspection, METALMASTER will document the results of the inspection and provide Owner with an inspection report, which will contain suggestions for preventative maintenance or necessary repairs, if any.

Prior to any work being performed, METALMASTER will require prior written authorization from Owner. All work as agreed upon will be performed on a Time and Material Basis, or otherwise by agreement. Premium rates will apply for after hour and emergency work performed by METALMASTER.

C. Special Inspections

From time to time, it may become necessary to have a special inspection performed. For example, it is recommended that an inspection be performed upon construction on or above the roof or adjacent areas, installation of new equipment on the roof; extreme weather conditions such as hail, high winds or unusually heavy snow load; or fire, vandalism or other known damage to the roof or adjacent areas.

Throughout the term of this Agreement, and any extensions thereto, METALMASTER will be available to Owner to perform any special inspections, upon the prior written authorization from Owner.

D. Additional Work

Any items not specifically set forth herein shall be considered additional work and outside of the scope of the Agreement. Prior to any work being performed, METALMASTER will require prior written authorization from Owner. All work as agreed upon will be performed on a Time and Material Basis, or otherwise by agreement. Premium rates will apply for after hour and emergency work performed by METALMASTER.

PERFORMANCE

A. Labor and Equipment.

METALMASTER shall furnish the skilled servicemen, materials, tools, and equipment needed to perform the work as set forth herein.

B. Insurance.

Upon Owner request, METALMASTER will provide OWNER with evidence of worker's compensation, general liability and/or property damage insurance in form, content and amount satisfactory.

C. Storage

Throughout the term of this Agreement, and any extensions thereto, METALMASTER shall be presumed to have the Owner's tacit approval and consent to park or otherwise leave material on the jobsite.

D. Debris Removal

METALMASTER shall cart away surplus materials and debris from their work on the jobsite.

E. Separate Contracts

OWNER may allow other non-roof related contracts in connection with the Subject Property and METALMASTER shall cooperate with any other such contractors, if necessary.

F. Access

Throughout the term of this Agreement, and any extensions thereto, Owner shall provide METALMASTER with reasonable access to the roof for METALMASTER to perform any services as agreed upon with Owner or as otherwise contemplated herein.

MISCELLANEOUS

A. Termination

Either party may terminate this Agreement by giving thirty (30) days written notice to the other party if (i) the other party becomes insolvent, files a petition in bankruptcy, or otherwise transfers or ceases doing business; or (ii) the other party fails to cure a material breach of this Agreement within seven (7) days after receipt of written notice of such breach from the party not in default; or (iii) if either party institutes any legal proceeding to enforce any term(s) of this Agreement or in any way related to the services performed; or (iv) by mutual agreement of the parties. Any expiration or earlier termination of this Agreement does not modify or alter any of the obligations of the parties that accrued prior to such termination.

B. Price Modification

METALMASTER reserves the right to amend the price of this Agreement upon sixty (60) days written notice of the change to OWNER.

C. Warranty

METALMASTER warrants that services will be performed in a professional and workmanlike manner with a reasonable standard of care in accordance with general industry standards. EXCEPT FOR THE PRECEDING WARRANTY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, METALMASTER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE PREVENTATIVE MAINTENANCE SERVICES.

D. General Limitations

Inspections performed by METALMASTER are solely limited visual inspections and will not be technically exhaustive (i.e. inspection that involves dismantling, the extensive use of advanced techniques, measurements, instruments, testing, calculations, or other means) and will not identify latent defects or concealed conditions. The purpose of the inspection is to provide you with information about the condition of certain roofing and roofing related items. A system or component is not readily accessible if Inspection requires moving personal property, dismantling, destructive measures, or any action that will, in the opinion of METALMASTER, likely involve risk to persons or property. Anything not readily observable because it is concealed or inaccessible due to obstructions including (but not limited to) floor coverings, suspended ceiling tiles, insulation, furniture or other personal property, soil, vegetation, water, ice or snow cannot be inspected. METALMASTER is not required to move or disturb such items in order to diminish or eliminate the obstruction. METALMASTER inspections are not required to determine the condition of systems or components which are not readily accessible; the remaining life of any system or component; the causes of any condition or deficiency; future conditions including, but not limited to, failure of systems and components; alterations, maintenance, repairs or any other work performed by anyone other than METALMASTER; the suitability of the property for any specialized use; compliance with regulatory requirements (codes, regulations, laws, ordinances, etc.); the market value of the property or its marketability; the advisability of the purchase of the property.; the presence of potentially hazardous plants, insects or animals including, but not limited to wood destroying organisms or diseases harmful to humans; the presence of any environmental hazards including, but not limited to toxins, carcinogens, asbestos, mold, noise, and contaminants in soil, water, and air; any and all materials which may have an adverse reaction to the system; the effectiveness of any system installed or methods utilized to control or remove suspected hazardous substances. Water/moisture leaks which may have an adverse reaction to the system; the effectiveness of any system installed or methods utilized to control or remove suspected hazardous substances. Water/moisture leaks seepage and drainage problems are often only visible during or after a certain amount of rain or other exposure to moisture. It is thus impossible to observe water/moisture leaks seepage and drainage problems unless the inspection is conducted during or immediately after rain or other exposure to moisture sufficient to reveal such problems.

E. Limitation of Liability

IN NO EVENT WILL METALMASTER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES SET FORTH HEREIN, AGREED UPON SERVICES WITH OWNER OR THE USE OF METALMASTER PRODUCTS. IN NO EVENT WILL METALMASTER' S TOTAL LIABILITY FOR ANY DAMAGES IN ANY ACTION BASED ON OR ARISING OUT OF OR IN CONNECTION WITH SERVICES SET FORTH HEREIN EXCEED THE TOTAL AMOUNT PAID BY OWNER FOR SERVICES PROVIDED FOR IN THIS AGREEMENT. OWNER AGREES TO HOLD HARMLESS AND INDEMNIFY METALMASTER FOR ANY CLAIMS, LOSSES OR DAMAGES RELATED THERETO INCLUDING, BUT NOT LIMITED TO REASONABLE ATTORNEYS FEES AND COSTS.

F. Entire Agreement

This Agreement contains the entire understanding between the parties hereto, with respect to the subject matter hereof, and supersedes any and all prior contracts and agreements. In the event of any conflict between a provision of this Agreement and any other document, this agreement shall control. This Agreement can be altered, amended or varied only by a written document signed by both parties.

G. Governing Law

This agreement shall be construed under and governed by the law of the State of Illinois, without regard to the conflict of law provisions thereof.

H. Arbitration

Any dispute concerning the interpretation of this Agreement or arising from any agreed upon services shall be resolved by arbitration conducted in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding and shall not be subject to appeal or a question of fact, law or mixed fact and law.

I. Collection

All amounts due METALMASTER that are not paid timely shall bear interest at the rate of eighteen percent (18%) per annum. If METALMASTER has to initiate legal or collection proceedings to enforce any terms of this Agreement, Owner shall pay METALMASTER all reasonable attorney's fees, court costs and related expenses.

J. Limitations Period

Any legal action arising from this Agreement or from any agreed upon services, including (but not limited to) the arbitration proceeding more specifically described above, must be commenced within one (1) year from the date of the services. **Failure to bring such an action within this time period shall be a complete bar to any such action and a full and complete waiver of any rights, or claims based thereon.** This time limitation period may be shorter than otherwise provided by law.

K. Severability

If at any time any provision or portion of a provision of this Agreement shall be held to be illegal, void, or unenforceable, such provision or portion thereof held illegal, void, or unenforceable shall be of no force or effect and shall not impair the enforceability of any other provision or the remaining portion of such provision, as the case may be.

L. Ambiguity

If an ambiguity or question of intent arises with respect to any provision of this Agreement, this Agreement shall be construed as it drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring either party by virtue of authorship of any of the provisions of this Agreement.

IN WITNESS THEREFOR,
the parties have hereunto set their hands and seal this
February 23, 2021'

Choose the best plan to protect your investment!
(Check the box, Initial, and Date your authorized formal selection)

GOLD

FEES (ANNUAL) | SUM: \$205.00

Upon execution of this Agreement and for the services herein agreed upon, Owner agrees to pay METALMASTER the "FEES (ANNUAL) SUM" as listed above. METALMASTER shall have no obligation under this Agreement until payment in full is received by METALMASTER. METALMASTER reserves the right to cancel this Agreement at any time for non-payment upon written notification to OWNER. **As part of this Agreement, METALMASTER will provide an Annual comprehensive preventative maintenance inspection.**

INITIAL DATE

SILVER

FEES (BIANNUAL) | SUM: \$398.00

Upon execution of this Agreement and for the services herein agreed upon, Owner agrees to pay METALMASTER the "FEES (BIANNUAL) SUM" as listed above. METALMASTER shall have no obligation under this Agreement until payment in full is received by METALMASTER. METALMASTER reserves the right to cancel this Agreement at any time for non-payment upon written notification to OWNER. **As part of this Agreement, METALMASTER will provide a Biannual comprehensive preventative maintenance inspection. Also included as part of this agreement a 5% discount towards any roof related non-warranty repairs for the term of this agreement, only.**

INITIAL DATE

DIAMOND

FEES (TRIANNUAL) | SUM: \$796.00

Upon execution of this Agreement and for the services herein agreed upon, Owner agrees to pay METALMASTER the "FEES (TRIANNUAL) SUM" as listed above. METALMASTER shall have no obligation under this Agreement until payment in full is received by METALMASTER. METALMASTER reserves the right to cancel this Agreement at any time for non-payment upon written notification to OWNER. **As part of this Agreement, METALMASTER will provide a Triannual comprehensive preventative maintenance inspection. Also included as part of this agreement a 10% discount towards any roof related non-warranty repairs for the term of this agreement, only.**


INITIAL DATE

METALMASTER ROOFMASTER, INC.


AUTHORIZED REPRESENTATIVE
Daniel F. Smea

WRITTEN NAME OF SIGNATURE
Power

TITLE

OWNER


AUTHORIZED REPRESENTATIVE
Sharon Langlotz-Johnson

WRITTEN NAME OF SIGNATURE
Township Supervisor

TITLE