



STANDARD SERVICE AGREEMENT

July 30, 2013

Terms & Conditions

1. Upon receipt of a request received via phone, email, fax, U.S. Mail or otherwise, for roofing or roofing related service work, KCS Construction LLC (hereafter referred to as "KCS") will, respond to the request with an appropriately manned crew for the purpose of leak repair, or other services as may be required. Crews will be assigned to each service call in the order in which they are received. KCS telephone lines are monitored 24 hours a day, 7 days a week for the purpose of receiving emergency calls.
2. The size of the work crew dispatched will be determined by KCS, within its sole discretion and will be based upon the type and nature of the work required, with two personnel being typical for most purposes. The minimum size crew will be no fewer than two technicians. Larger crews will be dispatched when conditions such as large quantities of work are anticipated, as determined by KCS and in its sole discretion.
3. Occasionally, only temporary repairs are possible if we are requested to respond during inclement weather. Under such circumstances, a second trip will be necessary in order to provide permanent repairs, which also will be billed in accordance with the rates outlined herein this two page agreement. *No work will be performed when conditions, weather or otherwise, present a safety hazard to our workers.*
4. Due to the many unknowns encountered in roofing service work, no warranties, expressed or implied, are offered under this agreement and KCS specifically does not provide any warranty, either expressed or implied, for services provided. Work is deemed accepted, as is, upon completion. Further, KCS shall not be responsible for property damage of any kind caused either directly or indirectly by water intrusion to include mold and mildew. KCS will endeavor to make a conscientious workmanlike effort to satisfy your concerns. Unknown existing roof conditions do not lend its self for repair warranties considering surrounding conditions.
5. It is understood under this agreement and customer represents that all structures to receive service work are structurally sound, and are able to withstand the weight of workers and their tools. In the event that any structure does not meet these conditions, any damages caused as a result of unsound conditions are the sole responsibility of the customer and KCS shall not be responsible for said damages.
6. All work performed under the terms of this agreement will be billed in the following manner:
 - a. Equipment - As needed, will be charged at market hourly rate
 - b. Materials - Net Cost plus 25% Overhead & Profit
 - c. Labor - \$69.00 per Man Hour / Portal to Portal
 - d. **Note: Emergency service requested during off hours (Saturdays, Sundays, Holidays, and between 3:30 pm & 6:00 am Monday-Friday) will be charged at one and one-half times our labor rate.**

7. Our payment terms are net, due thirty (30) days from date of invoice. Past due accounts will be assessed an additional 1.5 percent per month. No further work will be performed under this agreement, *or any other contract or agreement*; until all past due invoices are paid in full. KCS reserves the right to require C.O.D. payments based on payment and/or credit history. Customer agrees and accepts these terms and shall make payment to KCS in accordance with said terms.
8. KCS will maintain at all times Worker's Compensation, General Liability, and Automobile Liability Insurance. A Certificate of Insurance will be provided upon request.
9. It is understood by both parties that the primary intent of roofing service work is to eliminate moisture intrusion into the building. If, after two attempts KCS has failed to locate the source of the roof leak, KCS will provide a written proposal for the replacement of either part, or all, of the roof in question upon request of Owner.
10. Mold: Contractor is not responsible for indoor air quality including growth of mold or other organisms. Owner shall hold harmless and indemnify Contractor from all claims, including claims of tenants and occupants, arising from indoor air quality for any reason whatsoever, including claims resulting from a failure by Owner or General Contractor to maintain the interior of the building in a manner to avoid growth of mold.
11. In the event it is necessary to collect an overdue account at KCS's sole discretion by use of their attorney and/or litigation costs, the customer will be liable for all reasonable attorney's fees and court costs incurred in connection with the collection of the debt.
12. By signing below, the undersigned also authorizes his or her personnel, agents, and/or representatives to also request work to be done by KCS pursuant to the terms set forth herein at any time hereafter until such time the authorized representative cancels this agreement in writing.

Accepted by:
Authorized Representative

KCS Construction LLC



Print Name: _____

Title: _____

Email Address: _____

Phone: _____

For KCS Construction LLC records please provide the following information:

Legal Company Name: _____

Accounts Payable Contact Name: _____

Accounts Payable Email Address: _____

Billing Address: _____

Phone: _____

Fax Number: _____