

RETROTHERM INSULATORS, INC.

**AGREEMENT**

This Agreement is made this    day of   , 20    by and between Retrotherm Insulators, Inc. (Hereinafter referred to as RETROTHERM) and  
(Hereinafter referred to as BUYER), located at  
for work to be performed in accordance with the Prime Contract. For the considerations and subject to the terms and conditions set forth herein, and in the proposal included hereof which shall be a part hereof, the above named parties covenant and agree as follows.

**PROPOSED WORK.**

**ESTIMATED TOTAL PRICE.** BUYER agrees to pay RETROTHERM for satisfactory performance of the Work the sum of \$

This proposal is made subject to the terms and conditions in the agreement as follows hereof and RETROTHERM will perform the proposed work after receipt of two executed copies of said agreement. The above price is firm for 30 days after the date hereof.

\_\_\_\_\_ initials

**SCOPE OF WORK.** RETROTHERM agrees to furnish all tools, work equipment, materials and labor required to perform in a workmanlike manner all work described in the proposal on the previous page hereof (hereinafter referred to as the WORK) and to perform said WORK according to any plans and specifications attached hereto, which plans and specifications shall be initialed by both parties and made a part hereof, and no deletions, changes or additions to the scope of WORK may be made hereafter by either party unless a written change order describing and stating the considerations for each such deletion, change or addition is agreed to and executed in advanced by both parties.

**PREMIUM TIME.** The price is based on regular straight time labor rates and no overtime or premium time will be worked unless a change order authorizing the added cost of such overtime or premium time is agreed to by both parties.

**INTERFERENCE.** RETROTHERM and BUYER shall negotiate a mutually acceptable starting date for the WORK and BUYER shall plan, schedule and coordinate all other activities at the work site, whether by BUYER or third parties, to prevent insofar as is practicable mutual interference between said activities and the activities of RETROTHERM and should the productivity of RETROTHERM equipment or manpower be reduced due to interference of said activities, then RETROTHERM shall be reimbursed by BUYER for the actual added out-of-pocket cost of such reduced productivity including unproductive payroll and equipment rental costs but excluding any profit thereon.

**JOB SITE SERVICES.** BUYER shall provide at its sole cost the following job site services:

- a) adequate lighting during working hours;
- b) adequate ventilation during working hours and, during the curing period for spray applications, five to ten air changes per hour until the insulation is fully cured;
- c) on-site adequately sized rubbish receptacle;
- d) 120/240V, 50 amp, single phase, 60 cycle power source within 150 feet of the work site;
- e) water at normal city pressure and volume within 100 feet of the work site;
- f) continuous heat sufficient to maintain the work site at not less than 50 degrees F, and for spray applications, adequate heat and ventilation to keep material from freezing during the curing period;
- g) work surface preparation for spray applications to provide a sound, clean, dry, oil free substrate;
- h) adequate, dry, secure storage space near the work site for materials and work equipment for the duration of the job;
- i) clear ingress to, egress from and access to the work site to accommodate rolling scaffold and/or hydraulic lift.

**HOUSECLEANING.** RETROTHERM will clean up the debris it generates and upon completion of the work will leave the work site broom clean and in good order.

\_\_\_\_\_ Initials

**PAYMENT.** RETROTHERM shall submit invoices for the WORK and BUYER shall pay invoices as follows:

- (a) \$ \_\_\_\_\_ upon arrival of materials and equipment at the work site.
- (b) RETROTHERM's monthly invoice determined by the value of materials stored on-site and the percentage of actual "in-place" completed work.
- (c) RETROTHERM's final invoice, which invoice amount shall be equal to the sum of the quoted lump sum move-in/move-out charge and the product of the quoted unit price times the actual number of units of the originally proposed work completed, as determined by actual measurement, plus the considerations agreed to by change order between BUYER and RETROTHERM which total amount shall be adjusted for any prior payments received by RETROTHERM and any applicable discount or late charges provided for herein.

Invoice amounts are due and payable upon receipt of invoice unless special arrangement have been made as set forth as follows:

Any amount which remains unpaid 30 days after the invoice date shall be increased at the rate of 0.3% of the outstanding balance per week thereafter until paid in-full. This is equivalent to an annual interest rate of 15.6%.

**GUARANTEE.** RETROTHERM guarantees the quality of its workmanship for a period of 1 year and upon receipt of a valid written claim within said period shall, at its option, replace or repair any defect or failure in workmanship. RETROTHERM shall install all materials in accordance with the manufacturer's instructions and guarantees material quality, performance, and suitability for the application only to the extent of its ability to recover under the manufacturer's guarantee.

**LIMITATION OF RESPONSIBILITY.** RETROTHERM will not be responsible for the cost of any goods or services provided to RETROTHERM without written authorization by RETROTHERM; nor for any delay or damage caused by force majeure, storm, work stoppages and accidents not due to the gross or willful negligence of RETROTHERM; nor for the application of materials where obstructions prevent standard spray application methods; nor for material damage caused by inadequate ventilation and/or freezing temperatures while curing of the insulation or inadequate protection against leakage or condensation thereafter; nor for failure of unsound substrate due to the weight of the materials applied to it; nor for minor paint damage to poorly bonded paint which occurs during the removal of plastic sheeting and protective tape.

**TERMINATION.** Either party may terminate this agreement upon breach thereof by the other and after five working days advance notice in writing to the party in default whereupon RETROTHERM shall make no new commitments of money to suppliers, bring the work to an orderly termination on or before the termination date and submit its final invoice based on the decimal part of the job completion times the price plus the cost of any surplus material on hand or committed for but not installed as of the termination date and BUYER shall pay said final invoice within ten (10) days of receipt thereof whereupon BUYER shall take possession of said surplus material and all rights and obligations of both parties under this agreement shall cease.

\_\_\_\_\_ Initials

**INSURANCE.** RETROTHERM will maintain for the duration of the work insurance coverage as follows:

<u>Type</u>	<u>Policy #</u>	<u>Limits of Liability</u>
Comprehensive Automobile Liability	Q082930047	1,000,000 each occurrence
Comprehensive General Liability	Q322900298	2,000,000 general aggregate
Business Catastrophe Liability	Q322970010	1,000,000 umbrella policy
Workman's Compensation Insurance	Q922900084	1,000,000 each accident

**INTERPRETATION.** The laws of the Commonwealth of Pennsylvania shall govern the interpretation of this agreement.

\_\_\_\_\_ Initials

**PROJECT INFORMATION SUMMARY**

**OWNER:**

**ARCHITECT:**

**PRIME CONTRACTOR:**

**PROJECT NAME:**

**LOCATION:**

**REMOBILIZATION CHARGE: \$** \_\_\_\_\_ **per site visit**

**UNIT PRICE: \$** \_\_\_\_\_ **per**

**ATTACHMENTS:**

**IN-WITNESS WHEREOF** the undersigned agree to full performance of the covenants set forth herein and the conditions set forth on the previous pages of this Agreement, any attachments initialed by both parties and listed under Attachments, by themselves and by their heirs, successors and assigns.

**FOR: RETROTHERM INSULATORS, INC.**

**FOR: BUYER \_\_\_\_\_**

**BY: \_\_\_\_\_**

**BY: \_\_\_\_\_**

**TITLE: ROBERT CHILCOTE, PRESIDENT**

**TITLE: \_\_\_\_\_**

**DATE: \_\_\_\_\_**

**DATE: \_\_\_\_\_**

