



Dear Subcontractor:

Since you are being offered a contract which in part or in full requires you to perform roofing operations, the following is required and is to be considered an inclusion to your contract and you and/or your carrier agree to the following. Failure to accept these guidelines will be considered grounds for withdrawing the offer of a contract.

## ROOFING OPERATIONS & WARRANTIES

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed that such Insurance as provided by this policy is modified and subject to the following provisions:

It is a condition precedent to liability and coverage under this policy when performing "roofing operations work" that the insured, additional insured or subcontractor comply with all roofing operations procedures, protective safeguards, conditions and warranties as indicated in this endorsement.

1. You have taken "appropriate" steps to determine any approaching adverse Weather in advance of any job or work commencing.
2. You have taken "appropriate" steps to provide a temporary waterproof covering for an "open roof" able to withstand the normal elements.
3. The cover must be put in place if the "open roof" and job-site is to be left unattended for more than four hours.
4. You must conduct a diligent inspection of any hot tar or heat application work immediately preceding your departure from the premises. You are further required to "document" the inspection.
5. The insured will remain at the job-site of any hot tar or heat application job-site for a period of not less than one hour after the hot tar or heat application process has been completed. You are further required to "document" the timeline.
6. The insured will have at hand a functional, fully charged 15 lb. or larger dry chemical fire extinguisher when hot tar or other heat application process is being used.

The following additional definitions as used in this endorsement apply:

"Open Roof." The term "open roof" as used herein shall include any roof or section of roof thereof where shingles, tar, felt paper or any other protective covering has been removed, thereby leaving exposed any supporting structure, decking, wood shell, building interior or contents of any building to the elements.

"Appropriate." The term "appropriate" as used herein means actions customarily and normally taken/used by roofing contractors in the same field to protect or prevent damage under similar circumstances.

"Document." The term "document" as used herein means the insured or others working on your behalf will have a designated employee complete a signed and dated written report for each job-site of each inspection showing the time of the completion of work and the time of any required and completed inspections.

"Roofing Operations Work" means all work performed in connection with the application of weatherproofing and protective or roofing materials of any kind to roofs of buildings or other structures. The term shall also include all work performed in connection with: (a) the installation of roofs, including related metal work such as flashing, and (b) alterations, additions, maintenance, and repair, including painting and coating of existing roofs. The term shall also include but is not limited to gutter and downspout work, the construction of the sheathing or base of roofs, or the installation of television antennas, air conditioners, exhaust and ventilating equipment, skylights, solar panels or similar appliances attached to roofs.

The failure to fulfill the conditions precedent to liability and coverage under this policy as stated will render coverage under this policy null and void, at the sole option of the company. However, these warranties and policy conditions do not apply to "property damage" included within the "products-completed operations hazard."

Thank you for your cooperation,

David C. Bertelsen, President

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