

Disclaimer related to foam insulation

Date: _____ Property Address: _____

Owner's Name(s): _____

Owner has requested that Contractor install a new roofing system ("the Work") at the Property, which has previously had spray-on foam insulation ("Insulation") applied to the underside of the roof deck, the walls, or between the floor joists in the attic. Contractor agrees to undertake its Work upon the following conditions:

- Owner acknowledges that Contractor is providing and installing a new roof system consisting generally of replacement underlayment, replacement of flashing and miscellaneous metals on the roof – subject to Owner agreement – and the roof covering itself. Contractor has not and will not perform an inspection of the Foam insulation to determine whether the insulation was properly installed/applied, whether it meets or exceeds current code requirements, what effect, if any, the presence of the Insulation will have on the overall performance of the property's building components, or whether it has been properly maintained or is in need of maintenance.
- Foam insulation releases dangerous vapors when installed, and can produce dangerous dust when cut, sanded, trimmed, or otherwise altered. In the event any such work is necessary, Owner acknowledges that the Property must be vacated and remain unoccupied by people and animals for the duration of any such work and cleanup, and for 48 hours thereafter. Such dust and vapor can be toxic to people, animals and/or plants, and can be carried downwind from the worksite. Contractor disclaims responsibility for any and all costs, claims or causes of action related to such work, and/or for the effects of any such dust or other pieces, particles or particulates of foam insulation. Owner accepts exclusive responsibility for making appropriate arrangements for any nearby buildings, people, animals and plants.
- Foam insulation ("Insulation") retains heat and can retain moisture in the attic, the roof decking, between the roof decking and the moisture barrier on the "roof side" of the roof deck. Contractor cannot determine how much moisture may accumulate or what effect this accumulation may have on the long-term performance of the roofing system installed by Contractor.
- Foam insulation applied to the underside of the roof deck may completely encapsulate all water, gas, electrical, heat and air conditioning and other lines ("Utility Lines") attached to or suspended from the deck. Contractor disclaims all damage which may arise from normal construction operations, including those that could damage hidden Utility Lines such as pierced water or gas lines, electrical shorts, or any other issues not the result of Contractor's reckless disregard or intentional misconduct.
- Contractor disclaims all damage to the Insulation itself, including de-adhering from the decking, any loss of efficiency or insulation related to or resultant from such de-adhesion, separations within the foam, loss of insulative properties, or any other damage which the Insulation may suffer as a result of Contractor's Work.
- Foam insulation applied to the underside of the roof deck may become detached and fall during normal construction operations. Contractor disclaims all damage to foam insulation and to anything on which such foam insulation may fall during, or resultant from normal construction operations.