

# Commercial Cash Agreement

THIS CONTRACT is executed June 24th, 2022, between ECO Roof and Solar, Inc. whose address is 3217 27<sup>th</sup> St. Metairie, LA 70002, ("Contractor") and Maclain Romaguera ("Client"), whose address is 508 Madison Street, New Orleans, LA 70116.

WHEREAS, Client represents/owns the real property commonly known as: Romaguera Properties, 508 Madison Street, New Orleans, LA 70116. ("Property").

NOW THEREFORE, in consideration of these mutual promises and other good and valuable consideration, the parties agree as follows:

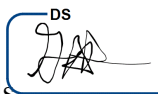
**Contract Price: \$60,166.24**

**Payment Schedule shall be as follows:**

- 1st Payment - Due ten (10) business days after Contract signed date- ½ of the Total Contract Price.....\$35,301.75
- Final payment - Due upon full and final completion of work –remaining ½ of the Total Contract Price in addition to any conditional items and/or change orders.....\$24,864.49 + supplements ( Any unforeseen work that is required to properly install the roof. In this case, that would be any decking issues we find. In the case that we do find an issue, we would stop work, contact the owner and request approval before moving forward.)

**"Substantial Completion"** is defined as: The Project’s roof system(s) installation has/have been completed and the roof system, components and other trades is/are fully functional, while any remaining equipment and/or remaining material’s removal has yet to occur. When the job has reached the point of substantial completion, prior to the final payment check disbursement, the owner and contractor will conduct a formal project site “walk-through”. In agreement, they’ll compile and line-itemize a summary punch list, noting any items that need to be resolved before the owner accepts the work as complete.

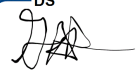
**"Full and Final Completion"** shall be defined as completion of the Work, including the completion of the Client’s aforementioned punch list and including a building inspection by an inspector representative. This term shall additionally include Contractor providing Client with a Blanket Lien Release from contractor who performed Work, within 10 business days of completion. Once client has received the Blanket Lien Release, client will then release final payment within 10 business days to contractor.

  
 Client Initials \_\_\_\_\_  
 Contractor Initials <sup>MC</sup> \_\_\_\_\_



9. Safety. Contractor shall take all reasonable safety precautions with respect to the Work, shall comply with all applicable laws, ordinances, rules, regulations, requirements and orders of any public authority for the safety of persons or property.
10. Drains. Would the Client like to have the existing drains scoped? \_\_\_ Yes \_\_\_ No  
\_\_\_ X \_\_\_ NA  
i. If client chooses “No,” Contractor shall not be liable or responsible for any drains below the surface or deck of the roof.
11. Employment Practices. Contractor, in the performance of the Work, is an independent contractor and, as such, shall be responsible for compliance with the provisions of all applicable State and/or Federal Social Security, Unemployment Compensation, Workmen’s Compensation, Sales and Use Tax, Withholding Tax and other tax laws now or hereafter in effect and shall pay all taxes, contributions and premiums required thereunder.
12. No Liens. Contractor shall deliver the Work to the Client in good condition, free and clear of all claims, liens and encumbrances arising by, through, or under Contractor. At all times, Contractor shall defend and hold Client harmless from and indemnify Client from and against all such claims, liens or encumbrances, pending or threatened.
13. Responsibility for Damage. Contractor shall be responsible for all damage or injury arising from Contractor's performance of the Work.
14. Insurance. Contractor shall, in a manner satisfactorily to the Client, maintain at its own expense until the completion of the Work and final payment therefore the following insurance:
- (a) Worker's Compensation and Employer's Liability as required by law; (b) Comprehensive General Liability; and
  - (b) Comprehensive Automobile Liability.

Maintenance of the required insurance protection does not relieve Contractor of responsibility for any losses not covered by the above-required policies. Upon Client’s written request, Contractor shall furnish original certificates, together with copies of the policies, evidencing that existence of the required coverage with the Client named as a co-insured. Failure of Contractor to fulfill any of its obligations contained in this Section shall constitute a material breach of this Contract.

DS  
  
Client Initials \_\_\_\_\_  
Contractor Initials MC \_\_\_\_\_

15. Indemnity. Contractor hereby indemnifies and saves harmless the Client against any and all loss, damage, liability, claims, demands, costs, or expenses, including attorney fees and costs of litigation, arising from or in any way attributable to the activities of Contractor or any of the Contractor's employees, Contractor's Work or Contractor's presence or activities on the Project site without limitation, injuries or deaths to persons and damage to property, where such loss, damage, liability, claims, demands, costs, or expenses arise out of the Contractor's negligence or willful acts.
16. Warranty. Contractor hereby warrants that all workmanship performed hereunder shall be free from defects for a period of 5 years on proposed scope of work (the "Warranty Period") from the date of completion. The foregoing warranty shall be against any and all defects in labor, and/or equipment, violations of applicable laws, codes, statutes, ordinances, regulations and requirements and provisions set forth in this Contract. The manufacturer will warrant the materials for a period of time set forth in their warranty information. Contractor shall not be held liable for any defects in workmanship arising from materials. Contractor shall not be obligated to perform any corrections arising from Client's Negligence.
17. Client's Remedies. Contractor shall be liable to Client for any damages sustained by the Client as a result of Contractor's breach of this Contract.
18. Contractor's Remedies. Client shall be liable to Contractor for any damages sustained by Contractor as a result of Client's breach of this Contract.
19. Termination.
- a. In General. This Contract shall terminate upon satisfaction of all requirements contained herein by both parties, and in any other manner as provided herein.
  - b. Upon Breach by Contractor. In the event of Contractor's breach of this Contract, the following procedures will apply:
    - i. Client shall notify Contractor of said breach in writing and shall give Contractor fifteen days to remedy such breach, provided, however, if it is or becomes impossible or commercially
    - ii. In the event Contractor fails to timely correct said breach in a manner satisfactorily to Client, Client may notify Contractor that this Contract is terminated, and Contractor shall be liable to Client for all damages and/or costs sustained by Client as a result of said breach, including all legal fees and costs.
  - c. Upon Breach by Client
    - i. Contractor shall notify Client of said breach and shall give Client 15 days

Client Initials

Contractor Initials MC

from its receipt of such notice to remedy the breach, provided, however, if it is or becomes impossible or commercially impracticable for Client to cure such breach within 15 days, then Client shall have such additional time as is necessary to cure the breach until the impossibility or commercial impracticability

- ii. In the event Client fails to timely correct said breach in a manner satisfactorily to Contractor, then Contractor may notify Client that this Contract is terminated, and Client shall be liable to Contractor for all damages and/or costs sustained by Contractor as a result of said breach including all legal fees and costs.

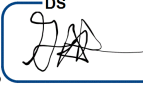
d. In addition to the termination rights above, the following rescission rights shall apply:

- i. The Client may rescind this Contract and obtain a full refund of any deposit within seventy-two hours after the Final Effective Date (i.e., the date of last execution of the First Amendment).
- ii. As to subsection (ii) above, the Client shall give written notice of rescission of this Contract to the Contractor at the physical address provided herein within seventy-two hours after the Client is notified of the denial. The Client may give notice of rescission of this Contract:

- a. In an electronic form, which is effective on the date of the electronic transmission;
- b. (b) By mail, which is effective upon deposit in the United States mail, postage prepaid, sent to the physical address stated in the contract; or
- c. (c) By personal delivery to the Contractor, which is effective upon delivery.

iii. Within ten days after rescission of this Contract per subsection (ii) above, the Contractor shall return to the Client any payments or deposits made by, or evidence of indebtedness of, the Client in connection with this Contract for Work on the Property

iv. The Client's rescission of this Contract per subsection (ii) above does not preclude the Contractor from retaining all or a portion of any payments or deposits made by the Client to compensate the Contractor for Work actually performed on the Property, in a workmanlike manner consistent with standard roofing industry practices, but the Contractor may retain only an amount required to compensate the Contractor for the actual work

Client Initials   
Contractor Initials MC

performed.

- v. The Client's rescission of this Contract per subsection (ii) above does not abrogate the Contractor's right to pursue common law remedies for the reasonable value of roofing materials ordered and actually installed on the subject property pursuant to this Contract for Work before the Client rescinded this Contract, as long as the Contractor performed the roofing services consistent with roofing industry standards for workmanlike performance of roofing services.

Termination Fees: In the event of termination of this Contract because of a material breach by the Client, the Contractor shall be entitled to be paid for all Work performed by Contractor and according to the Standard of Work provided above for which payment has not been made, based on the greater of the fair market value for Work or the percentage of the Contract Price attributable to the Work as the full amount to which Contractor is entitled.

- 20. Payment No Release. No payment to Contractor under this Contract, whether in full or in part, shall be deemed to operate as Client's acceptance of any work or an admission that Contractor has complied with any provisions of this Contract.
  
- 21. Remedies Not Exclusive. The options and remedies provided herein shall be neither exclusive, nor deemed as limiting Client's or Contractor's rights and remedies under this Contract, or under applicable law. Client or Contractor shall be entitled to exercise all of its rights and remedies under this Contract or under applicable law, concurrently, and in such order as Client or Contractor in its sole discretion determines.
  
- 22. Successors and Assigns. This Contract shall inure to the benefit of and be binding upon any permitted successors and assigns of the parties hereto. This Contract shall not be assigned without the prior written consent of the other party.
  
- 23. Notice. Except as otherwise required by law, any notice required or permitted hereunder shall be in writing and shall be given by email, by personal delivery, or by deposit in the U.S. Mail, postage prepaid, addressed to the party at the address set forth below, or at such other address as a party may designate in writing pursuant hereto:

Client Initials   
Contractor Initials MC

If to Contractor:

ECO Roof and Solar  
3217 27<sup>th</sup> St.  
Metairie, LA 70002  
Attn: Dylan Lucas  
Tel.: 303-434-0024  
Email: [dlucas@ecorooftandsolar.com](mailto:dlucas@ecorooftandsolar.com)

If to Client:

Romaguera Properties  
508 Madison Street  
New Orleans, LA 70112  
Attn: Maclain Romaguera  
Tel: (504)512-4067  
Email: [maclain@romagueraproperties.com](mailto:maclain@romagueraproperties.com)

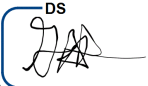
Except as otherwise provided herein, notice shall be deemed to have been given on the date on which notice is delivered, if notice is given by personal delivery, on the date of the electronic transmission, if notice is given in an electronic form and one business day after the date of deposit in the U.S. mail, if mailed.

24. No Waiver. Any failure to enforce or waiver of any breach of any of the provision of this Contract shall not constitute a waiver of any continued or additional breach of the same or any other provisions of this Contract. Client's failure to give notice to Contractor shall not limit, alter, diminish, restrict or waive Contractor's obligations set forth in this Contract.
25. Entire Agreement. Both parties hereby agree that this Contract and all documents referred to herein represents and constitutes the entire agreement between said parties and no other document or representation, either verbal or written, whether made heretofore, simultaneously with the execution hereof, or hereafter, except as set forth herein, shall be binding on either party hereto.
26. Amendment. This Contract may be amended, altered, or modified only by written instrument executed by both parties hereto.
27. Governing Law. This Contract shall be interpreted in accordance with the laws of the State of Louisiana. In the event of a lawsuit, the proper venue shall be in Parish, Louisiana.
28. Severability. The provisions of this Contract are severable, and should any provision be found to be invalid or unenforceable, such finding shall not affect the validity or enforceability of any other provisions hereunder.

Client Initials   
Contractor Initials MC

29. Independent Contractor. Contractor is not an employee or agent of the Client, but only an independent contractor. Nothing in this Contract shall authorize or empower Contractor to create or assume any obligation or responsibility whatsoever, express or implied, in the name or on behalf of the Client, nor to make any representation, warranty or Contract on Client's behalf.
30. Attorney Fees. In the event of a default under, or breach of this Contract, the prevailing party shall be entitled to reasonable attorney fees and costs including all costs incurred on appeal.


[Remainder of page left intentionally blank – Signature Page Follows]

Client Initials   
Contractor Initials MC



IN WITNESS WHEREOF, the Client and Contractor for themselves, their heirs, representatives, successors and assigns, have executed this Contract the day and year first above written.

**Romaguera Properties; CLIENT**

By:  \_\_\_\_\_  
DocuSigned by:   
DDC815564D6F450...

Title: Owner \_\_\_\_\_

**ECO Roof and Solar, Inc.; CONTRACTOR**

By: Matthew Carter \_\_\_\_\_

Title: Sr. Project Manager \_\_\_\_\_

**EXHIBIT A**

Client Initials   
Contractor Initials MC

## Scope of Work

- 1. R&R Modified Bit Roof- Hot Mopped- 28.74 SQ
- 2. Remove 2" ISO Board- 28.74 SQ
- 3. Install 3.5" ISO Board- 28.74 SQ
- 4. Glass Mat Gypsum 1/4"- 28.74 SQ
- 5. R&R Exhaust Fan- Commercial- 2
- 6. R&R Flashing- Pipe Jack
- 7. Roofer- 4 hours to remove gravel
- 8. R&R Exhaust Fan- Large Commercial- 1
- 9. R&R Flash Parapet Wall Only- Up to 3"- 284LF
- 10. R&R Mod-Bit Roof- Add glass felt layer- hot mopped- 28.74 SQ
- 11. R&R Membrane Roofing- Can't strips- wood- 284LF
- 12. R&R Roof Scupper- PVC/TPO clad aluminum- 7
- 
- Tapered Section Crickets- These are in between the scuppers to direct water flow
- 
- 13. Material only ISO Board 4"-3" - 22.5 SQ
- 14. Material only ISO Board 3"-2" - 22.5 SQ
- 15. Material only ISO Board 2"-1" - 22.5 SQ
- 16. Material only ISO Board 1"-0" - 22.5 SQ
- 17. Electrician for HVAC - 4HR
- 18. Bid Item- Roof Hatch - TBD
- 19. Temporary Toilet- 10 days
- 20. Commercial Supervision
- 21. Final Cleaning- 2874 sq ft
- 22. Boom Lift- 10 days
- 

---

Matt Carter – Senior Project Manager  
Email: [mcarter@ecorooftandsolar.com](mailto:mcarter@ecorooftandsolar.com)  
Phone: D) 405.590.9470 – O) 504.353.9368

Client Initials   
Contractor Initials MC