



**LANDLORD CONSENT TO INSTALLATION AND MAINTENANCE
OF ROOF MONITOR SYSTEM**

TENANT NAME: _____

ADDRESS OF FACILITY: _____

Landlord/Owner of Facility:

Name: _____

Address: _____

Dealer Name: _____

Tenant has leased the Facility from Landlord and Tenant has entered into an agreement with Beldon Technologies, Inc. dba Roof Monitor (“Roof Monitor”) for installation of a Roof Monitor™ Smart Roof Protection System (the “Roof Monitor System”) on the roof of and within the Facility. The Roof Monitor System is a technology-based system designed to monitor changes in live loads resulting from accumulation of water and/or snow on roofs of low-sloped buildings, through placement of Roof Monitor™ Sensors on the roof of the Facility and controller within the Facility. Roof Monitor requires Landlord execute this Consent before it will permit installation of the Roof Monitor System by Dealer in the Facility.

Landlord hereby expressly consents to and authorizes the entry upon and access to all portions of the Facility, including, without limitation, the roof of the Facility, by Dealer for the purposes of installing, inspecting, repairing, maintaining, replacing, and/or removing the Roof Monitor System, or any portion thereof, and if requested by Tenant, removal of snow or water accumulation (herein collectively the “Dealer Services”), at all times during the term of the lease of the Facility by and between Tenant and Landlord.

Landlord hereby acknowledges:

- (i) that Dealer is a subcontractor of Roof Monitor for installation and maintenance of the Roof Monitor System, and that Roof Monitor does not control Dealer or delivery of the Dealer Services;
- (ii) that the Roof Monitor System is a live load indicator device, is not an alarm system and does not perform any of the functions of an alarm system, does not measure or indicate the integrity of the roof system or any structural element of the facility on/in which the product will be installed, and is not a meteorological service and does not perform any of the functions of a meteorological service;

(iii) that Landlord has determined that installation of the Roof Monitor System will be beneficial to the Facility.

Landlord further acknowledges that, upon termination of the lease of the Facility, if Tenant fails to remove the Roof Monitor™ Sensors or controller, Landlord (i) may not use the software within the Roof Monitor System for remote monitoring without an express written agreement for monitoring with Roof Monitor, and (ii) Landlord may not sell or convey any portion of the Roof Monitor System to any third party and (iii) upon removal of the Roof Monitor™ Sensors or controller from the Facility, they must be returned to Roof Monitor, free and clear of any liens or encumbrance, by requesting from Roof Monitor at change@roofmonitor.com a Return Merchandise Authorization for pick-up of the equipment, and Roof Monitor will supply containers for such shipment, all at the expense of Roof Monitor.

LANDLORD HEREBY RELEASES, WAIVES, AND FOREVER DISCHARGES ROOF MONITOR, AND ITS AFFILIATES, DIRECTORS, SHAREHOLDERS, OFFICERS, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE “ROOF MONITOR PARTIES”) FROM ANY AND ALL LIABILITY, CLAIMS, LOSSES, JUDGMENTS, DAMAGES, COSTS, EXPENSES AND DEMANDS OF ANY KIND OR NATURE WHATSOEVER, EITHER IN LAW OR IN EQUITY, RESULTING OR ARISING FROM THE INSTALLATION, INSPECTION, REPAIR, MAINTENANCE, REPLACEMENT, OR REMOVAL OF ANY PORTION OF THE ROOF MONITOR SYSTEM, INCLUDING, WITHOUT LIMITATION, THE ROOF MONITOR® SENSORS AT THE FACILITY, EXCEPT AND ONLY TO THE EXTENT CAUSED BY THE WILLFUL MISCONDUCT OR GROSS (BUT NOT ORDINARY) NEGLIGENCE OF ANY OF THE ROOF MONITOR PARTIES, AND EXCEPTING ONLY FOR PROPERTY DAMAGE TO THE EXTENT ARISING SPECIFICALLY OUT OF A MALFUNCTION OF THE ROOF MONITOR EQUIPMENT WITHIN TWO (2) YEARS OF ITS INITIAL INSTALLATION AT THE FACILITY BUT IN NO EVENT TO EXCEED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS.

Landlord hereby warrants that Landlord is the owner of the Facility, and is authorized to enter into this Consent, and further warrants that the person signing this Consent on behalf of Landlord has been duly authorized to sign this Consent, and when executed constitutes a legal, valid and binding obligation of Landlord. If any term of this Consent shall, to any extent, be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Consent shall not be affected thereby, and each term of the Consent shall be valid and enforced to the fullest extent permitted by law. This Consent shall be binding upon and inure to the benefit of the successors and assigns of Landlord and the Roof Monitor Parties.

NOTE: THIS FORM SHOULD BE EXECUTED IN TRIPLICATE, ONE TO BE RETAINED BY LANDLORD/OWNER, ONE TO BE RETAINED BY TENANT, AND ONE TO BE SCANNED BY DEALER AND EMAILED TO ROOF MONITOR AT change@roofmonitor.com AND RETAINED BY DEALER.

Executed by Landlord/Owner:

_____ (signature)

Print Name: _____

Print Title: _____

Date: _____

INDEMNIFICATION BY DEALER

In consideration for Landlord/Owner executing this Consent, Dealer does hereby indemnify and hold Landlord/Owner harmless from and against any and all liability, claims, losses, judgments, damages, costs, expenses and demands of any kind or nature whatsoever, either in law or in equity, resulting or arising from the installation, inspection, repair, maintenance, replacement, or removal of any portion of the Roof Monitor System, including, without limitation, the Roof Monitor™ sensors, by Dealer at the Facility.

Executed by Dealer:

_____ (signature)

Print Name: _____

Print Title: _____

Date: _____