



#### Terms and Conditions

1. **HARRIS EXTERIORS & MORE INC.** is hereafter referred to as "Company" All agreements are subject to the written approval of a manager of the Company upon receipt of a Customer signed copy of this agreement.
2. **Permit Fees.** All building permits and inspections shall be paid by the Customer. Customer authorizes Company to obtain building permits on their behalf.
3. **Warranty.** Company guarantees its workmanship for a period of five (5) years. Company responsibility under this warranty is limited to the repair or replacement of any Defective work of which it receives written notice of within five years from substantial completion of the work. The warranty is non-transferable. However, if roofing and sheet metalwork is involved, it is agreed that at the company's standard roof guarantee, a copy of which is available in the company's office, shall apply unless otherwise specifically agreed to in writing prior to both parties, the the commencement of the work. 90# roof roofing is not warranted against leaks. However, if specified in writing and signed by Company will service the installation of said roofing for a period of one year.
4. **Damage Caused by Nature.** The Company is not responsible for damage from natural causes including but not limited to rain, fire, tornado, windstorm, or other perils as is normally contemplated to be covered by homeowners insurance or business risk insurance, unless a specified in a signed written agreement. The Company is not responsible for ice dams, (thawing and refreezing of ice, water, or snow) or any other damage on or below the roofline due to leaks by excessive snow or wind-driven rain, ice or hail. Excessive winds are 50mph or greater m.p.h.
5. **Change Orders.** All changes to this agreement shall be written change orders signed by both parties I advance of start of the work noted in the change order. Customer Authorizes his spouse or live-in roommate to sign any change orders. In the event that extra work is required to complete work described in this agreement, the Customer will sign a Change order upon request.
6. **Reorder & Restocking.** If material has to be reordered or restocked because of a wrongful cancellation or change requested by the Customer, Customer shall pay a restocking fee equal to twenty-five percent (25%) of the price of said items.
7. **Terminated of Agreement.** If this agreement is wrongfully terminated by the Customer before commencement of the work, Customer shall pay to the Company twenty-five percent (25%) of the total agreement amount as liquidated damages, not as a penalty. If this agreement is wrongfully terminated by the Customer after commencement of the work, Customer shall pay to the Company for all work and materials provided or on a special order and fifteen percent (15%) of the total agreement for lost profit and overhead. If this damages agreement is rightfully terminated by the Customer, Customer shall pay the company for all work and materials provided less any caused by the Company.
8. **Solar panels, Satellite dishes & TV Antennae.** If there are any solar panels, satellite dishes, or TV antennae on the roof, the Company is not responsible for damages or Adjustment. Customer agrees to take the appropriate action to protect or adjust said equipment, if necessary.
9. **Pre-existing Construction Deficiencies.** The Company is not responsible for pre-existing construction deficiencies that manifest themselves during the construction process, i.e. nail pops, wood rot, decking defection, etc. If a construction problem is pointed out prior to construction and Company is notified in writing, Company will try to assist Customer to correct the problem(s) on a time and material basis. Replacement of deteriorated decking, fascia boards, roof jackets, ventilators, flashing or other materials, unless otherwise stated is responsible for damage caused by skylights leaking.
10. **Liability.** The Company will not be responsible for the slight scratching or denting of gutters, oil droplets in driveway, hairline fractures in concrete, or damage to plants or shrubbery. If excessive damage is caused by Company, Company will repair or replace damage area only at Company's expense. Company shall not be liable for any consequential or incidental damages. The maximum liability for the company under any circumstances shall be the original cost of labor and materials for the repair.
11. **Substitutions and Matching.** Company shall have the right to substitute material set forth in the plans and specifications with material of equal or better quality. The Customer authorizes Company to use its best judgement in matching existing materials and Company shall not be liable for minor variations thereof.
12. **Delay.** If Company is delayed in the progress of the work by any act or neglect of the Customer or by any changes ordered in the job or by any labor dispute, fire, unforeseen delay in deliveries or in obtaining building permits, or by adverse weather conditions or any causes beyond Company control, then the contract time shall be extended for such reasonable time as necessary. In the event the job does not commence within sixty (60) days of the date of this contract, Company may cancel this contract and return all deposits to the Customer. If the Company fails by reason of its own fault to commence or complete the job within 60 days of the estimated commencement of completion date, the Customer shall give the Company written notice of their intention to declare the contract in default. The Company shall have seven days from receipt of said invoice to commence the job or resume work on the job and diligently prosecute said work until completion.
13. **Final Payment.** Final payment shall be upon substantial completion of the work provided; however, the Customer may hold back an amount equal to the cost of any work that is not complete.
14. **Default.** In the event the Customer fails to pay Company and payment when due, the Customer shall pay the Company in addition to the amount due; interest on said amount the rate of 2% per month or the highest rate permitted by law, whichever is lesser; and the Company's reasonable attorney's fees, expert witness fees, deposition and transcription fees and costs of suit.
15. **Ventilation.** Company will not be responsible for any interior ventilation problems (bathroom vent, heat vents, any exhaust fans, covered soffit vent) or any improper venting through attic. Company is not responsible for mold and or fungus growth on interior decking or insulation, unless stated in writing and signed by both parties.
16. **Miscellaneous.** This agreement represents the entire agreement between the parties and may not be modified except by a writing signed by both parties. The Customer waives any right to a jury trial and consents to jurisdiction and venue at Company's election in the county in which the work is performed or any adjacent county. If any provision of this agreement is held to be unenforceable the remaining provisions of this agreement shall not be affected.