

CUSTOMER AGREEMENT



Customer agreement is subject to Insurance company approval

CUSTOMER INFORMATION

Name:

Email:

Phone:

Street:

City:

State:

Zip:

Insurance:

Claim Number:

Policy Number:

ACKNOWLEDGEMENTS

- Customer warrants and agrees that he/she is the owner of property located at the address given above and is authorized and competent to enter into this Agreement.
- Southern Roofing and Renovations ("SRR") will provide materials, equipment, and provide labor, either directly or through independent contractors, as set forth herein (the "Work").
- Customer has engaged SRR as his/her selected contractor based on SRR's expertise and because SRR is licensed, bonded, and insured. Customer understands that SRR shall act in reliance on this agreement in pursuing this Work and the related work pertaining to the insurance claim included by this agreement.

INSURANCE

The parties agree that (aside from deductible and upgrades) the Work may be paid for by the Customer's Insurer. Still, the Customer acknowledges the need to evaluate any damage(s) to the property. Customer requests and authorizes SRR to expend its time and expertise to assist Customer with assessing damage and making repair and/or replacement recommendations which may be subject to coverage(s) under an insurance claim (from now on "claim"), as approved by Customer's insurer.

The Customer appoints SRR as the Customer's exclusive contractor to complete the work based on the ability of work to be performed within all local, state, federal, code and safety requirements.

Customer agrees that any portion of work, deductibles, betterment, depreciation, or additional work requested by customer, not covered by insurance, must be paid by customer within thirty (30) days written notice by SRR.

PRICING

"Price Agreeable" means all monies paid or agreed to be paid according to the Claim, including but not limited to the Insurance Deductible, Actual Cash Value, Replacement Cost Value, Recoverable Depreciation, Supplements, change orders, profit, overhead, markups, and/or margin.

The undersigned Parties do hereby agree to the terms of the above Agreement and the additional terms and conditions of Agreement set forth on the reverse side hereof.

IN WITNESS WHEREOF, the Parties have freely and voluntarily caused this Agreement to be executed individually or by their duly authorized representative under hand and seal, effective the date of acceptance set forth below.

Terms: By signing the Agreement, the homeowner authorizes SRR to pursue the Property Owner's best interest for a project replacement or repair at a "price agreeable" to the insurance company and SRR with no additional costs to the Property Owner except the deductible and any upgrades. When "price agreeable" is determined, it shall become the final contract price, and Property Owner authorizes Southern Roofing and Renovations to obtain labor and material in accordance with the "price agreeable" and the specification set out herein and on the reverse side here to accomplish the replacement or repair. Any and all monies received from the insurance company as contractor overhead and profit and/or cost increase supplements will be paid to Southern Roofing and Renovations.

SIGNATURES

Customer Signature:

Printed Name:

Date Signed:

Company Representative Signature:

Printed Name:

Date Signed:

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This Contract and any agreements made pursuant thereto between Southern Roofing and Renovations LLC (hereinafter referred to as the "Co." or "Company" or "SRR") and the customer(s) named herein on the Agreement's page 1 will be subject to all appropriate laws, regulations, and ordinances in the state of record.

1. All contracts are subject to the approval of our credit department and office without exception. The person executing this contract must obtain the consent of the officer of the Company for this contract to be effective under any conditions in the state of record.
2. SHOULD DEFAULT BE MADE IN PAYMENT OF THIS CONTRACT, CHARGES SHALL BE ADDED FROM THE DATE THEREOF AT A RATE EQUAL TO THE GREATER OF ONE- AND ONE-HALF PERCENT (1.5%) PER MONTH (18% PER ANNUM) WITH A MINIMUM CHARGE OF \$20.00 PER MONTH OR THE MAXIMUM AMOUNT ALLOWED BY LAW. IF PLACED IN THE HANDS OF AN ATTORNEY FOR COLLECTION, CUSTOMER SHALL BE RESPONSIBLE FOR ALL ATTORNEY'S FEES AND COSTS.
3. The Company shall have no responsibility for damages from rain, fire, tornado, windstorm, or other perils, including as is normally contemplated to be covered by HOMEOWNER'S INSURANCE or BUSINESS RISK INSURANCE, or unless specified in writing, made therefor before the commencement of work.
4. The quotation on the face hereof does not include expenses or charges for bond insurance premiums or costs beyond standard insurance coverage, and any such additional expenses, premiums, or costs shall be added to the amount of the contract. (For example, Performance Bonds or Maintenance Bonds.)
5. Replacement of deteriorated decking, fascia boards, roof jacks, ventilators, flashing, or other materials, unless otherwise STATED IN THE CONTRACT, are NOT INCLUDED and will be charged as an extra on a time and material basis.
6. After 90 days, Company reserves the right to revise the price in accordance with costs in effect at the time. (For example, increases in material cost).
7. The Company shall not be liable for the failure of performance due to labor controversies, strikes, fires, pandemics, wars, riots, protests, supply shortages, labor shortages, weather, inability to obtain materials from usual sources, or any other circumstances beyond the control of the Company, whether of a similar or dissimilar nature.
8. The Company is not responsible for any damage on or below the roof due to leaks, excessive wind-driven rain, ice, or hail during the period of warranty. EXCESSIVE WIND is 50 M.P.H. or faster.
9. If material must be reordered or restocked because of cancellation by the Customer, there will be a RESTOCKING FEE equal to fifteen percent (15%) of the contract price.
10. This contract or warranty shall not be assigned except by or with the written permission of the Company.
11. The Company is not responsible for any mold or interior damage resulting from mildew.
12. IF THIS CONTRACT IS CANCELLED BY THE CUSTOMER LATER THAN 5 DAYS from the execution, Customer shall pay the Company a fee for the inspection and construction consulting services provided by SRR. By signing this contract, Customer agrees that the appropriate damages for cancellation shall be \$200.00 (two hundred dollars) per person per hour expended in evaluating the property or \$2,000.00 whichever is greater, as liquidated damages, not as a penalty. The Company agrees to accept such a reasonable and just compensation for cancellation. For the cancellation to be effective, notice must be sent via certified mail to Southern Roofing and Renovations LLC.
13. THIS CONTRACT CANNOT BE CANCELLED ONCE WORK IS COMMENCED EXCEPT BY MUTUAL WRITTEN AGREEMENT OF THE PARTIES.
14. If any provision of this contract should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this contract shall not be affected thereby.
15. ANY REPRESENTATIONS, STATEMENTS, OR OTHER COMMUNICATIONS NOT WRITTEN ON THIS CONTRACT ARE AGREED TO BE IMMATERIAL, and not relied on by either party and do not survive the execution of this contract.
16. The maximum liability for the Company shall be the original cost of labor and materials for the repair, which Customer agrees shall be a liquidated sum, under any event of default by Company herein.
17. During the duration of the work, the Customer's homeowner's insurance will be responsible for any interior damage as long as the Company has taken appropriate action to protect the roof during the repair of the roof.
18. If there are any solar panels on the roof, the Company will not be responsible for any damage during the repair, so the homeowner agrees to have a solar panel company take the appropriate action to protect it if necessary.
19. The Company is not responsible for the construction problems of your home. If pointed out and notified to our Company, we will try and assist you in correcting them on a timely and material basis.
20. The Company is not responsible for any damage on or below the roof due to leaks from skylights unless the Company completes the skylight replacement.
21. Warranty is for two (2) years on roof replacement, one (1) year on siding replacement, and one (1) year on gutter repairs. There is no warranty on roof repairs. Extended service warranties are available for an additional charge. THE WARRANTY IS NON-TRANSFERABLE.
22. Payments are to be made Half-down payment or first insurance check, whichever is greater. The Company reserves the right to bill proportionately based on the percentage of work completed. Further, the Customer agrees to endorse and turn over to the Company any check received from an insurance company or the third party within seven (7) days of receipt thereof will be considered default. Customer's violation of this provision shall be considered conversion and entitle SRR to the greater of punitive damages or treble damages.
23. Any hidden conditions or building code-related issues which result in additional labor and/or material costs will require a signed change order to proceed. The Customer understands the Company may issue a stop-work order if the change order is not accepted. (For example, rotten decking, fascia, gas vents, HVAC lines or coils, etc.) The Company is not responsible for damages.
24. Customer understands that existing framing issues such as uneven rafter and bowed sheathing are not the responsibility of the Company to fix and will only be repaired if needed and on a time and material basis.
25. Customer understands all insurance proceeds are to be paid to the Company for insurance-approved repairs unless noted in writing on the customer agreement or a change order contract.
26. ADDITIONALLY, THE COMPANY MAY ENFORCE ITS RIGHT TO PAYMENT BY OTHER MEANS, INCLUDING, BUT NOT LIMITED TO, FILING OF A LIEN AGAINST THE PROPERTY OF THE CUSTOMER INVOLVED IN THIS CONTRACT, REPORTING TO APPROPRIATE CREDIT REPORTING AGENCIES, AND ANY OTHER LEGAL REMEDIES AVAILABLE AT LAW.
27. Customer Understands that SRR, subcontracts all dumpster work. Any flat tires due to nails left under the dumpster, driveway, or garage damage are the responsibility of the contracted dumpster company.
28. CUSTOMER AGREES TO PAY IN FULL AT THE TIME OF COMPLETION OF EACH CONTRACT
If you are notified by your insurer that all or part of the claim or contract is not a covered loss under your insurance policy, you may cancel the contract by mailing or delivering a signed and dated copy of this cancellation notice or any other signed and dated written notice to the address listed below, DISPUTES@SOUTHERNRNR.COM, or Fax (800) 880-5046 at any time prior to midnight on the third business day after you have received such notice from your insurer. If you cancel, any payments made by you under the contract, except those for emergency repairs already performed by SRR, will be returned to you within 10 business days of receipt of your cancellation notice.
29. Customer is responsible for advising SRR of any covenants, conditions, or restrictions for the property. SRR is not responsible for the violation of any covenants, conditions, or restrictions unless Customer notifies SRR in writing and reference is made in the specific terms of this Agreement.

I _____, the undersigned, hereby cancel this transaction as of ____/____/____

Customer Signature: _____