

## BLUEGRASS ROOFING LETTER OF INTENT (LOI)

This Letter of Intent (LOI) sets forth the preliminary understanding between Bluegrass Roofing (Premier Construction Group, LLC) (“**Contractor**”) and the undersigned Client (“**Client**”) regarding the provision of roofing services, including roof replacement and/or repairs, at the Client's property. This LOI aims to establish mutual intent and expectations, allowing Bluegrass Roofing to begin investing time and resources in support of the project while certain contingencies—such as insurance claim approval or financing—are pending.

This LOI also documents the Client's intent to retain Bluegrass Roofing as the project contractor, subject to the conditions and terms described herein.

This LOI is intended to be a good faith expression of the parties' intent to proceed with the project and does **not** constitute a binding agreement to perform services except where explicitly stated.

A final, binding agreement for the roofing services will be executed upon satisfaction of the outlined contingencies and mutual agreement on the final terms.

### Identification of Parties

#### **Contractor:**

Bluegrass Roofing, a DBA of Premier Construction Group, LLC  
3217 Summit Square Place, Suite 100. Lexington, KY 40509  
Phone: (859) 433-8120  
Email: Info@bluegrass-roofing.com

#### **Client:**

**Client Name(s)\*:** Jevohn Gentry

**Property Address\*:** 150 e 34th st

**Phone Number\*:** 2533942515

**Email Address\*:** jevohngentry@gmail.com

### 1. PROJECT DESCRIPTION



## 1.1 Scope of Work (Roof Replacement and/or Repairs)

This LOI covers a comprehensive range of roofing services, which may include:

- **Roof Replacement:** Complete removal of the existing roof and installation of a new roofing system.
- **Roof Repairs:** Targeted repairs addressing leaks, structural damage, or localized issues as determined by an initial inspection.

Based on the final project scope, additional services such as removal and disposal of old materials, installation of underlayment, and necessary cleanup may also be included.

## 1.2 Property Location

The project will be executed at the Client's property located at:

**Address\*:**

150 e 34th st

If the LOI is being executed in connection with an insurance claim, the Client acknowledges that the roof has sustained damage due to storm or hail damage, wind or water intrusion, and age-related deterioration exacerbated by external factors. A more detailed assessment of the damage will be conducted during the initial inspection, which will then guide the final scope of work and cost estimates.

## 2. ESTIMATED PRICING AND PAYMENT TERMS

### 2.1 Insurance-Based Projects

For projects funded through a property insurance claim, the following pricing structure applies if the Client executes an Assignment of Benefits (AOB) or Authorization to Contact Insurer (ACI):

- **Price Guarantee:** Bluegrass Roofing guarantees that the Client will not be responsible for any out-of-pocket costs beyond the applicable insurance deductible and, if applicable, any unrecoverable depreciation as determined by the insurer.
- The Contractor will directly manage the claim process, including negotiations and payment collection, with the insurer.
- This guarantee applies solely to the scope of work approved by the insurance company. Any additional work the Client requests outside the approved scope will require a separate agreement and payment.

### 2.2 Non-Insurance Projects

If the Client is not pursuing an insurance claim and elects to pay for the roofing services out-of-pocket, Bluegrass Roofing will provide an estimated cost range after an initial property assessment. This estimate will reflect the size and complexity of the roof, material selection, labor and equipment requirements, and local permitting and code compliance costs. The final price will be confirmed in a separate agreement following the inspection and acceptance of the proposal.

### 2.3 Deposit and Installment Requirements



For non-insurance projects, the Client will be required to pay an initial deposit, typically **10%**, when signing the final service agreement. The remaining balance will be payable according to the following structure:

- 50% upon material delivery
- 50% upon completion of work

For insurance-based projects, work will commence upon receipt of the initial insurance payment, with final payment drawn from subsequent insurance disbursements. If the insurer issues payments directly to the Client, the Client agrees to promptly endorse and transfer those funds to Bluegrass Roofing.

### 3. PROJECT TIMELINE

#### 3.1 Anticipated Start Date

The anticipated start date for the roofing project will be based on the method of payment and project funding:

- **Insurance-Based Projects (with an executed AOB):** Work will commence within two (2) weeks of receiving initial funds from the insurance provider. This timeline assumes Bluegrass Roofing manages the insurance claim under an executed Assignment of Benefits (AOB).
- **Non-Insurance Projects:** For projects not involving an insurance claim, work will commence within two (2) weeks of receipt of the initial installment payment from the Client.

Both timelines are contingent on the availability of required materials and favorable weather conditions during scheduling.

#### 3.2 Completion Estimate

While the exact duration of the project will depend on the size and complexity of the roofing system, most residential roofing jobs are expected to be completed within 1 to 5 business days from the start of physical work. Larger or more complex projects may require additional time. All timelines are estimates and are subject to extension due to weather conditions, material supply delays, unforeseen structural issues, and changes requested by the Client.

#### 3.3 Contingency for Material Supply Delays

In the event that specified roofing materials are unavailable due to supply chain issues, work may be temporarily delayed until the necessary products are in stock. Bluegrass Roofing will promptly notify the Client of delays and provide reasonable alternatives or revised scheduling options.

The Contractor is committed to completing the project efficiently and professionally while prioritizing quality, safety, and client satisfaction.

### 4. CONTINGENCIES



This Letter of Intent is subject to the following contingencies, which must be satisfied before the commencement of work or execution of a final agreement:

#### **4.1 Insurance Claim Approval**

For projects involving an insurance claim, this LOI is contingent upon the Client's insurance provider approving coverage for the roofing work. If the claim is denied in full or in part, the Client and Contractor will determine whether to proceed with the project on a self-pay basis or terminate discussions without further obligation.

#### **4.2 Financing Approval**

If the Client intends to finance the roofing project through a third-party lender or payment program, this LOI is contingent upon the Client's approval for such financing. If financing is not approved, either party may withdraw from the project without penalty.

#### **4.3 Permit or HOA Approvals**

In jurisdictions or communities where permits or Homeowners' Association (HOA) approval is required for roofing work, this LOI is contingent upon obtaining all necessary permissions. The Contractor will assist with documentation and submission requirements as needed, but commencement of work may be delayed until such approvals are received.

These contingencies are designed to protect both parties and ensure that the project is only initiated when all necessary approvals and funding sources are confirmed.

### **5. EXCLUSIVITY**

By signing this Letter of Intent, the Client agrees that they will not solicit bids from, enter into agreements with, or authorize any other roofing contractors to inspect, evaluate, quote, or perform work on the subject property during the insurance claim evaluation, financing process, or initial inspection phase being conducted by Bluegrass Roofing (Premier Construction Group, LLC).

This exclusivity allows the Contractor to dedicate resources—including inspections, administrative support, claim guidance, and material planning—without concern that the Client will seek to use that information to engage a competing contractor.

If the Client receives insurance approval or financing for the roofing work, the Client agrees to proceed with Bluegrass Roofing as their selected contractor, subject to final agreement on the scope of work and any material selections. This commitment ensures the integrity of the pre-construction work performed by Bluegrass Roofing and prevents unnecessary delays or disruptions.

If the Client breaches this exclusivity agreement by engaging another contractor during the evaluation or claim process or by using the information, inspection findings, or estimates provided by Bluegrass Roofing to negotiate with another company, the Contractor reserves the right to:

- Cease all further work or support immediately, and



- Invoice the Client for time and resources invested in inspections, documentation, and claim assistance at a flat consultation rate of **\$500** or a fee otherwise specified in a separate pre-inspection or consultation agreement.

This clause is not a penalty but reasonable compensation for professional services rendered in reliance on the Client's expressed intent to proceed in good faith.

## 6. TERM AND EXPIRATION

This Letter of Intent (LOI) shall remain in effect for thirty (30) calendar days from the date of execution by the Client unless extended in writing by mutual agreement. If a final construction agreement has not been signed within this timeframe, the LOI will automatically expire unless otherwise agreed.

This LOI shall automatically terminate under the following conditions:

- **Insurance Claim Denial:** If the Client's insurance provider denies the roofing claim in full and the Client elects not to proceed on a self-pay basis.
- **Financing Denial:** If the Client is unable to secure the necessary financing and chooses not to proceed with an out-of-pocket payment plan.
- **Written Withdrawal:** If either party provides written notice of intent to withdraw from the LOI prior to execution of a final agreement for any reason.

Upon termination, neither party shall have any further obligation under this LOI except for any costs recoverable under the Exclusivity clause (if triggered). Terminating this LOI does not affect the enforceability of separate agreements signed between the parties.

## 7. CLIENT ACKNOWLEDGMENT

By signing this Letter of Intent (LOI), the Client affirms that they have read and fully understand the contents of this document. The Client agrees that they are entering into this LOI in good faith, with the intention of moving forward with Bluegrass Roofing (Premier Construction Group, LLC) as their selected contractor for the roofing project, subject to the satisfaction of the outlined contingencies.

The Client acknowledges that this LOI enables Bluegrass Roofing to begin investing time and resources in pre-construction activities, including inspections, consultations, estimate preparation, insurance communications, and material planning.

The Client understands that this LOI is not a final construction agreement and does not obligate either party to proceed with the project until a formal contract is executed. However, the Client acknowledges that:

- The exclusivity clause outlined in this LOI is binding for its stated duration.
- All other terms, including pricing, scheduling, and scope of work, are non-binding until finalized in a separate written contract.

The Client further agrees to cooperate in good faith with the Contractor through the evaluation process and to communicate any changes in circumstances that may affect the project's feasibility or timing.

**Client/Homeowner 1**

**Homeowner 1 Printed Name\*:** Jevohn Gentry

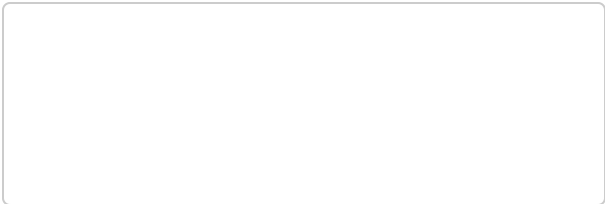
**Homeowner 1 Date\*:** 2025-06-16

**Signature\*:**



**Client/Homeowner 2 (if applicable)**

**Signature:**



**Contractor Representative**

**Signature:**

