

# INSURANCE APPROVAL CONTINGENCY

Customer's Name(s): test

Insurance Carrier: test      Property Address: tet

Insurance Claim No.: test      Insurance Policy No.: tt

Date of Loss: tt      Type of Loss: tt

If this Insurance Approval Contingency is fully executed by the Customer and Contractor, then the following paragraph shall be included in, made a part of, and incorporated into the Roofing Agreement between the parties as if originally set forth at length therein:

“Notwithstanding anything contained in this Agreement to the contrary, if the Customer’s Insurance Claim which is the subject of the Work is denied, the Customer shall, at their option, and upon written notice to Contractor, have the right to TERMINATE THIS AGREEMENT WITHOUT FINANCIAL PENALTY and be released from ALL PAYMENT OBLIGATIONS set forth herein.”

ACCEPTED AND AGREED TO BY CUSTOMER:

Test Test2

SIGNED: Test Test2

NAME: tt

DATE: 04-09-2024

APPROVED BY COMPANY REPRESENTATIVE:

Test Test2

SIGNED: Test Test2

NAME: tt

DATE: 09 / 09 / 2024



**Roofs By Ty LLC**  
5460 Babcock Rd. Suite 120,  
San Antonio, Tx. 78240  
P: (210) 806-4843  
www.tyroofs.com

## THIRD PARTY AUTHORIZATION & DIRECTION TO PAY

Insurance Carrier: te  
Policy Number: te Claim Number: te  
Date of Loss: te Type of Loss: te

Property Street Address: te  
City: te State: te Zip: te  
Insured Email: te Insured Phone: t

THE UNDERSIGNED CUSTOMER(S) has/have retained Roofs By Ty (the "Contractor") to perform roofing services at their Property pursuant to an executed Roofing Agreement. The Contractor's work is the subject of an insurance claim currently filed or to be filed by the Customer(s) with the Insurance Carrier listed above. In order to facilitate the prompt payment of all amounts owed to Contractor thereunder, the undersigned Customer(s) hereby jointly and severally **authorize(s) and unequivocally direct(s) the Insurance Carrier to issue payments of any benefits or proceeds for labor, materials, or services rendered or to be rendered by the Contractor jointly to the Contractor and the Insured.** The Insurance Carrier must deliver such proceeds directly to the Contractor, in the form of a check payable jointly to the Contractor. The undersigned Customer(s) expressly request(s) that check payments be made out jointly to the Contractor and Customer(s). Customer(s) reaffirm(s), acknowledge(s), and agree(s) that payment for any portion of work, deductible(s), betterment, or additional work requested by Customer(s) which are not received by Contractor from the Insurance Carrier shall be the responsibility of Customers to pay in accordance with the Roofing Agreement. **THIS THIRD- PARTY AUTHORIZATION & DIRECTION TO PAY IS NOT INTENDED TO BE, AND DOES NOT CONSTITUTE AN ASSIGNMENT OF BENEFITS; NOR DO(ES) THE CUSTOMER(S) WAIVE OR ASSIGN ANY OF THEIR RIGHTS UNDER THE ABOVE INSURANCE POLICY BY VIRTUE OF THIS THIRD-PARTY AUTHORIZATION & DIRECTION TO PAY.**

THE UNDERSIGNED CUSTOMER(S) FURTHER AUTHORIZE(S) AND DIRECT(S) THE INSURANCE CARRIER ABOVE TO DIRECTLY COMMUNICATE WITH CONTRACTOR AND ITS REPRESENTATIVES CONCERNING THE ABOVE-REFERENCED INSURANCE CLAIM, AS WELL AS ALL OTHER MATTERS INCIDENTAL OR RELATED TO THE SAME, AND TO DISCLOSE ANY AND ALL INFORMATION AND DOCUMENTS CONCERNING THE SAME, INCLUDING DISCLOSURE OF THE SUBJECT INSURANCE POLICY(IES) IN FULL.

ACCEPTED & AGREED TO BY CUSTOMER:

Test Test2

SIGNED: Test Test2

NAME: et

DATE: 09 / 03 / 2024

ACCEPTED & AGREED TO BY COMPANY REPRESENTATIVE:

Test Test2

SIGNED: Test Test2

NAME: te

DATE: 09 / 03 / 2024

THIRD PARTY AUTHORIZATION & DIRECTION TO PAY

## GOOD FAITH ESTIMATE AGREEMENT

### Description Of Services

- **ROOF**

- Removal and complete tear-off of existing shingles, felt, and all accessories
- Ltd Lifetime Manufacturer Warranty Architectural shingles installed
- New drip edge to be installed
- Synthetic Underlayment installed over entire roof
- "California Cut" valley to be installed
- Lead pipe boots replaced over all plumbing vents
- Install New Dryer, Kitchen, and bathroom vents
- Ridge Vent to be installed
- Complete clean up and haul-off all debris
- Magnetic rollers for nail removal

#### **INTERIOR (Not applicable if not listed below)**

tes

#### **GUTTER DETAILS**

tes



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**Color Selections:**

**Shingles:** te

**Drip Edge:** te

|   |  |
|---|--|
| <u>PAYMENT TERMS</u>                    |  |
| Total Agreement Amount                  |  |
| Deposit due upon receipt from insurance |  |
| Balance due upon substantial completion |  |

**Special Condition**

If the insurance company denies the full replacement of the roof this agreement is null and void. Customer is responsible for their deductible by Texas State Law.

\*Total Agreement Amount is subject to change based upon insurance approval and supplemental work/charges.

*E.E.* \*

*E.E.* \*

## **Terms and Conditions**

**This contract and any agreement made pursuant thereto (the "Agreement") is between Roofs By Ty (the "Company") and the customer(s) named herein. This Agreement is subject to all appropriate law, regulations, and ordinances in the State of Texas and these terms and conditions.**

1. Each Agreement is subject to approval of our credit department and office without exception. This Agreement and all applicable warranties shall not be assigned except by or with the written permission of the Company.
2. SHOULD DEFAULT BE MADE IN PAYMENT OF THIS AGREEMENT, CHARGES SHALL BE ADDED FROM THE DATE THEREOF AT A RATE OF ONE AND ONE HALF (1 ½) PERCENT PER MONTH (18% PER ANNUM) WITH A MINIMUM CHARGE OF \$2.00 PER MONTH. IF PLACED IN THE HAND OF AN ATTORNEY FOR COLLECTION, YOU SHALL PAY ALL ATTORNEYS FEES, COSTS, AND LEGAL FILING FEES INCURRED.
3. The Company shall have no responsibility for damages from rain, fire, tornado, windstorm, or other perils, as it is normally contemplated to be covered by HOMEOWNER'S INSURANCE or BUSINESS RISK INSURANCE, or unless a specified written agreement be made therefore prior to commencement of the work at your residence (the "Project.") During the duration of the Project, your 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/replacement period. The company is not responsible for any mold, fungi, interior damage resulting from mold or fungi, or the abatement of any said items.
4. The quotation on the face hereof does not include expenses or charges for bond insurance premiums or costs beyond normal insurance coverage, and any such additional expenses, premiums, or costs shall be added to the amount of the Agreement
5. Replacement of deteriorated decking, fascia boards, and roof jacks, ventilators, flashing or other materials, unless otherwise STATED IN THIS AGREEMENT, are NOT INCLUDED and will be charged as an extra, on a time and material basis.
6. This Company shall not be liable for failure of performances due to labor controversies, strikes, fires, 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.
7. The Company is not responsible for any damages on or below the roof due to leaks by excessive wind driven rain, ice, or hail during the period of warranty. EXCESSIVE WIND IS 65 M.P.H. THE WARRANTY IS TRANSFERRABLE ONE TIME.
8. Property Owner acknowledges the value of the Contractor Services provided by Roofs By Ty. This value includes the on-site property inspections, travel to and from property

inspections, as well as meetings with third party representatives, when required. Roofs By Ty will provide the necessary equipment and tools, ladders and safety equipment needed for inspections, estimates and reports. Property Owner understands there is a considerable investment of time for the Contractor Services, as well as time and material costs spent on the production of photos, satellite imagery, measurements, as well as writing reports and estimates as required by any third party. This may include multiple site visits and phone calls with local engineers, attorneys, suppliers, manufacturer's representatives, insurance representatives, and/or other parties. In the event Property Owner cancels this agreement for any reason, Property Owner agrees to immediately pay Roofs By Ty any actual incurred costs pertaining to their project, based on above services, plus 15% restocking fee.

9. THIS CONTRACT CANNOT BE CANCELLED ONCE WORK IS COMMENCED ON THE PROJECT EXCEPT BY MUTUAL WRITTEN AGREEMENT OF THE PARTIES.
10. ANY REPRESENTATIONS, STATEMENTS, OR OTHER COMMUNICATIONS NOT WRITTEN ON THIS AGREEMENT ARE AGREED TO BE IMMATERIAL, not relied upon by either party, and do not survive the execution of this Agreement. This Agreement may not be amended, modified, or otherwise changed except by a writing executed by the parties. If any provision of this Agreement should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this contract shall not be affected thereby.
11. The Company's maximum liability in the event of any default by it shall be the original cost of labor and materials for the Project which you agree shall be a liquidated sum. You hereby release, indemnify, and hold the Company (including its owners, employees, and agents) harmless from and against all other liabilities, claims, causes of action, damages, losses and expenses (including attorney's fees and costs,) including but not limited to, any property damage or personal injury incurred by you or any other party related to or arising out of the services rendered by the Company on the Project. This indemnification extends to all responsibilities and undertakings as set forth in this Agreement and all warranty exclusions as indicated in this Agreement and in the warranty provided to you by the Company.
12. If there are solar panels on the roof, homeowner agrees to take all necessary steps to remove, protect, and reinstall the same. Under no circumstances will the Company be responsible for damage to them during the Project.
13. The company is not responsible for construction problems associated with your home. If pointed out to the Company, we will attempt to assist you on correcting them on a time and material basis.
14. The Company is not responsible for any damages related to leaks from skylights unless the Company completed the skylight replacement as part of the Project.
15. Warranty is for 5 years on roof replacement, 1 year on siding replacement, 1 year on gutters, and no warranty on all other repairs (including interior work.)

16. Payments are to be made: Not less than half down payment AND Customer agrees to our percentage of completion billing policy. Company reserves the right to bill proportionately based on percentage of work complete. Customer understands that the company may issue a stop work order if requested progress payment is not received.
17. Pay per Trade Policy: Customer agrees to pay in full at the completion of each trade on the project. Company reserves the right to collect payment in full per trade prior to beginning on the next trade.
18. Company Retainage Policy: Customer agrees to pay in full at the time of completion of each contract. The maximum allowable retainage for any punch-out will be 5% of original contract price.
19. The Company's failure to enforce any right under this Agreement shall not be construed as a waiver of any subsequent right to enforce the same or any other right, term or condition.
20. You, the consumer, may cancel this transaction at any time prior to midnight of the 3rd business day after the date of this transaction.

# Insurance Supplement Notice

**Dear Test Test2,**

Due to the widespread damage from storms, insurance companies are overwhelmed, understaffed, and moving very slowly to satisfy claims. In order to try and keep up with these claims, insurance companies have brought in thousands of adjusters from all over the country to assess damages and write the claims on these properties. Oftentimes we find that these adjusters are inexperienced with required local building code and protocol. Therefore, we find claims with missing items, incorrect measurements, and aspects not written up to local code.

As a result, they are also missing thousands of dollars of insured items on many claims. **We don't think that's fair.** You've paid the premium for your homeowner's insurance; you deserve a quality product – no shortcuts!

As a local, licensed contractor, we are required to adhere to certain standards. In addition to building code, there are certain items that are essential to a quality job that are often missed at the initial adjustment meeting. We have an entire department that works directly with our field project managers to ensure that we not only bring everything up to code, but up to our high building standards.

As your contractor, we will send our recommendations to your insurance company, and request they pay for all code and build costs they missed on their initial inspection. **THIS CAN TAKE 4-6 WEEKS JUST FOR THEM TO APPROVE.** Please be patient as we help you get the best build for your home.

Please sign below to acknowledge you are fully aware there is a high likelihood that we will be sending a supplement to your insurance company, and, depending on their response, will result in a modification to your Total Agreement Amount and Scope of Work. PLEASE NOTE THAT WE **CANNOT BEGIN THE BUILDING PROCESS** UNTIL YOUR INSURANCE COMPANY AGREES TO PAY FOR THE MISSING OR UNDERPRICED ITEMS ON YOUR CLAIM.

Please also note that your start date is contingent upon the approval of supplementary funds. We reserve the right to reschedule your start date in either circumstance and will promptly inform you regarding any changes. We appreciate your patience, and the opportunity to serve you!





# Signature Certificate

Reference number: F7DC7CCD-5F49-4C9A-AF30-7F23DAF5FA49

Sent on September 19, 2024 12:55 PM UTC

Signed By

Signature

**Test Test2**

qualitytesterteam@gmail.com

Viewed: September 19, 2024 12:55 PM UTC

Signed: September 19, 2024 12:57 PM UTC



IP address: 106.222.236.13

Location: Kanayannur, IN

Document completed by all parties on  
September 19, 2024 12:57 PM UTC