



RESIDENTIAL ROOFING AGREEMENT

\$3193.95

Snow Country Roofing

Phone 802-266-2434

Email info@snowcountryroofing.com

Web www.snowcountryroofing.com

Between: Snow Country Roofing, (General Contractor) and

Property Owner:	Joseph Lemnah
Property Owner:	Beth Lemnah
Street Address:	6 Woods Hollow Rd. Westford, VT 05499
Mailing Address:	"
Phone Number:	302-381-3604
Phone Number Alt:	
Email:	blemnah@ewsd.org

Scope of work:

Construction Phase: Hire & manage competent tradesmen & sub-contractors to perform all services approved by the Property Owner. This may include Roofing, Siding, Gutters, Paint, Debris Removal, and Carpentry, or other ancillary trades. A detailed list of items will be provide to you prior to beginning work as agreed and Attached to this Agreement.

Price Estimate:

See Attached Detailed Prices and Itemized List. - Exhibit A \$9,581.86

Price Guarantees:

- 1) Property Owner will never pay more than the approved total agreed to in Exhibit A, unless expressly authorized in writing.
- 2) Property Owner may cancel this agreement anytime within 3 days of signing at no cost or obligation.

Payment Terms

- ☒ Cash Jobs - 1/3 Due as Deposit. 1/3 Due When Work Starts. 1/3 Upon Completion.
- ☐ Finance Jobs - \$500 Down Payment - Balance due upon completion.

Warranty:

All installations come with a 3 year labor warranty. (Mailed separately after completion and payment in full)

Acceptance of Agreement:

The above terms, specifications and conditions are satisfactory and are hereby accepted. The Contractor is authorized to perform the work specified in Exhibit A. Property Owner agrees to make all payments in accordance with the "Payment Terms" shown above.

Property Owner:	Date:	4/11/19
Property Owner:	Date:	4/11/19
SCR Representative:	Date:	4/11/19

This agreement is composed of this document front & back and the following other documents by reference:
Warranty - Issued upon final Payment, Exhibit A - Detailed list of items and prices.

- Main House Reddek + Shingle white dopedge.
- Skylight Overlay. # Dual Brown #
- Bath room Vent. 1KO
Brown Flashing

1. This Agreement pertains to services provided by Snow Country Roofing, and or its Assign(s), (hereinafter "SCR" or "Contractor").
2. Entire Agreement - This Agreement constitutes the entire agreement between the parties and may be changed only by mutual written and signed agreement of the parties.
3. Severability - This agreement and its parts are not severable.
4. Written Project Specifications - The written Agreement specifies all work agreed to be performed by the Contractor on behalf of the Property Owner. Any verbal communications or representations regarding the project not written on this Agreement are agreed not to exist.
5. Contract Changes - The provisions of this Agreement shall apply to subsequent mutual written Changes Orders, Addendum(s) or Agreements between the parties relating to this project.
6. Provision Clause - The invalidity or non-enforceability of any provision shall have not effect on the remaining provisions.
7. Landscaping - SCR is considerate of the customers gardening, flower beds and landscaping, but due to the nature of construction work, some damage may occur. We attempt to minimize any damage. Please remove any valuable decorations prior to construction.
8. Work Site Dangers - Customer shall not walk in or around work area while construction is in progress. Construction sites are a danger to person(s) and pets on the ground from falling debris, nails and power equipment. Please stay clear.
9. Satellite Dish - In the event that SCR removes a satellite dish from the building in order to complete work, the property owner shall be solely responsible for hiring a qualified technician to re-align such equipment. The cost arising from such work shall be the sole responsibility of the property owner.
10. Driveway Access - Material distributor(s) and dumpster company may require driveway access with heavy materials and equipment. SCR will not be responsible for subsequent damage to Property Owner's driveway or curbs by others.
11. New Roof Appearance - The customer understands that during installation of fiberglass shingles, the shingles may not immediately lie completely flat until the shingles have relaxed. This condition becomes more prevalent the heavier the fiberglass shingle and is more noticeable in colder weather.
12. Preexisting Structural Deficiencies - SCR shall not be liable for preexisting structural deficiencies. We will make an effort to inform the customer of any deficiency of which we become aware. We are not responsible for conducting an inspection for any such deficiencies. The installation of a new a roofing or siding system may intensify the appearance of any deficiency. SCR is not responsible for solving preexisting structural deficiencies or the appearance of those deficiencies.
13. Attic Access - Construction may cause dust, debris, and small particles from construction work to enter the building and attic. Use caution the first time the attic access is used and do not look up the access hatch immediately after opening as small particles may filter or fall down into your eyes.
14. Vibrations - Vibrations from construction work may transmit through the structural framing causing objects hung on walls to fall. Please remove pictures and small knick- knacks from walls and shelves prior to construction for their safety.
15. Roofing Demolition - Demolition work may occasionally scuff siding, gutters, hand rails, steps and decking during roof demolition. We will attempt to minimize damage marks on siding and painted surfaces. (Most asphalt marks are easily cleaned with citrus abased solvent).
16. Removal / Installation of New Flashings - Proper installation of a roof may require replacement of existing flashings. During the replacement, old siding adjacent to this flashing may crack, break or tear. SCR will make reasonable effort to avoid damage, but cannot guarantee damage will not occur.
17. Electrical Accessories - We do not wire electrical accessories attached to the roof system unless specified in the contract.
18. Rotten or Deteriorated Wood - No charge has been made for replacing wood, unless specifically stated in the scope of work. If rotted wood is discovered AFTER removing the existing roofing or siding there will be an additional charge of \$2.95 per sq. ft. for plywood and \$9.00 per linear ft. for dimensional lumber including removal and replacement, these prices exclude repair cost of structural members.
19. Additional Shingle Layers - Cost of Roofing includes cost to remove the "Known Number of Layers" of existing roofing material as shown in "Tear off Existing Roofing" section on the front of this agreement. If additional layers of existing roofing are found during removal, it shall be documented with photos and brought to the owner's attention. Such additional layers if discovered have not been included in the contract price and will be billed as a change order in addition to the base contract cost. If incurred, said additional cost(s) shall include tear off and disposal at a rate of \$0.40 per

square foot/ per additional layer of shingles not included in base contract. If this is an insurance roofing replacement, we will file a supplement damages request with the insurance company for the additional incurred costs.

20. Warranty - SCR warrants its work to be free from defects and leaks for the duration specified. SCR assumes liability for repair of any installation workmanship defects causing leakage. SCR agrees to repair defective contract work. Building materials warranties are provided by product manufacturers not by SCR. SCR warranty shall be effective only after full payment. It is the responsibility of the customer to notify SCR within seventy-two (72) hours of the discovery of a leak or defect. You may call for service or email our offices at info@snowcountryroofing.com
21. What To Do If a Leak Occurs - If a roof leak occurs, the customer agrees to take reasonable and immediate action to help avoid interior water damage. Actions should include locating a container below a leak to collect dripping water, move furniture and personal property away from leak, or cover items with plastic to avoid further water damage. Mop or dry items with towel(s). Contact SCR as soon as possible for repair.
22. After (3) Day Free Look Period Contract Cancellation - If the customer cancels this agreement after the (3) Day Free Look Period, customer agrees to pay SCR a fee equal to (20%) percent of the total cost agreed between the parties in Exhibit A.
23. Material Restocking Fee - Any change in color or material by customer after materials have been delivered will result in a 20% Re-Stocking fee based on supplier invoice amount, in addition to a cancellation fee if applicable.
24. Special Order Materials - Customer agrees to pay for the full cost of special order materials prior to SCR ordering the materials. Special order materials may not be returned.
25. Payments and Terms - Payments shall be made in accordance with the terms specified on the fact of this Contract Agreement. Final Payment is due upon substantial completion. In the event that minor "punch-out" items remain unfinished following Substantial Completion of the work, it is agreed that the owner may withhold a retainage amount not to exceed 10% of the "Total Cost" of the contract until such items have been corrected to the satisfaction of a prudently reasonable person.
26. Substantial Completion - Defined as, "the progression of the project where the owner may enjoy beneficial use or occupancy and may use, operate, and maintain the project in all respects, for its intended purpose, with exception of minor aesthetic repairs which the contractor agrees are necessary for full project completion".
27. Time - Due to market conditions outside of the control of SCR, it may take up to 90 days to start work on the above listed site after approval of the contract. In no case shall this contract be considered "abandoned" prior to the expiration of 120 days from the date of a final settlement agreement, approved by all parties.
28. Payments in Default - Payments not received from customer in accordance with the terms of the contract may be deemed in default. In the event of default, contractor shall add interest to balance owed at the maximum statutory rate allowed by state law or 18% whichever is higher. In addition customer agrees to pay all costs and legal fees incurred by contractor if this account is tendered for collection.
29. Trust Funds Agreement - Customer agrees to act as fiduciary of contractor and/or Public Adjuster and hold and/or set aside all insurance or bank loan proceeds which are earmarked for work under this agreement and release all insurance proceeds due contractor immediately upon receipt from insurance company in accordance with the payment terms stated between the parties. Customer may not use or retain insurance proceeds for any other purpose.
30. Confidentiality - All parties agree to keep complaints or disputes regarding all issues relating to or arising as a result of this contract, as well as the work performed or to be performed between the respective parties and their legal counsel(s). Parties may share judgment and or credit information with the credit bureaus, collection agents and court(s) with appropriate jurisdiction. Parties may not share or report information, complaints or disputes with any other neighbors, customers, companies or organizations.
31. Disputes or Collections - Parties hereby agree that any disputes or payment collection issues shall be governed by Vermont Law and specifically the jurisdiction of Chittenden County courts.
32. Good Faith required - Parties agree that good faith is required in the negotiation and execution of this contract.
33. Term "Property Owner" also includes Trustees or Authorized Agents as permitted by Law.

BL Initials Property Owner

Initials Property Owner