



Upfront Restoration & Roofing Inc.  
Phone: 719-799-3526  
Email: office@upfrontnr.com  
Website: upfrontnr.com

3510 Austin Bluffs Pkwy #5  
Colorado Springs, CO 80918  
Licensing: PPRBD & Others  
Insured: Liability, Work Comp, Others

CUSTOMER NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_ DATE: \_\_\_\_\_

EMAIL: \_\_\_\_\_ PROJECT ADDRESS: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_ MAILING ADDRESS (If different from project): \_\_\_\_\_

**Upfront Restoration & Roofing Inc. shall perform the work listed below for the sum of \$ \_\_\_\_\_. The sum listed may reflect only some trades to start work, with the cost of additional trades added later.** Immediately upon receipt, any additional supplements for insurance claim projects will become a part of the cost of this agreement and will be collected upon receiving funds from the insurance company or as a part of the final payment. Any necessary additional unforeseen/omitted work needed to complete this project according to building code and company warranty, not covered by insurance, will be the responsibility of the homeowner (or representative) listed on this agreement. All remaining balance, including any supplements or change orders, must be paid within five business days from the completion of work or after collecting insurance funds.

**A deposit of \$ \_\_\_\_\_ (50% of the contract amount) is provided: \_\_\_\_\_ prior to material order or project start.**

**An additional \$ \_\_\_\_\_ (25% of the contract amount) is provided: \_\_\_\_\_.**

### SCOPE OF WORK

**Work Completing:**

**Known Potential Trades, Supplements, or Change Orders:**

Special Project Site Considerations: \_\_\_\_\_

ESTIMATED project start date: \_\_\_\_\_ ESTIMATED project completion date: \_\_\_\_\_

**\*\*NOTE: these are ESTIMATED dates and are subject to insurance supplements, mortgage company requirements, inclement weather, material and labor availability, etc.\*\***

Pursuant to Colorado State Law, SB-38 § 6-22-105, Upfront Restoration and Roofing Inc. cannot pay or promise to pay, waive, rebate all or part of any insurance deductible which may be a part of any insurance claim for this project.

**RIGHT OF CANCELLATION, PURSUANT TO FEDERAL REGULATION AND COL. REV. STAT. 5-3-403: YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. RIGHT OF CANCELLATION PURSUANT TO COL. REV. ST. 6-22-104: YOU, THE BUYER, MAY CANCEL THIS AGREEMENT AT ANY TIME WITHIN 72 HOURS AFTER YOU HAVE BEEN NOTIFIED THAT YOUR INSURER HAS DENIED YOUR CLAIM TO PAY FOR THE GOODS AND SERVICES PROVIDED UNDER THIS AGREEMENT.**

The undersigned states that they are the owner of this referenced property, or that the property owner has granted you authority, or that you have full power and authority to enter into this agreement. This contract (hereafter referred to as the Agreement) constitutes the entire agreement between Upfront Restoration & Roofing Inc. and the homeowner or homeowner's authorized representative and may only be amended in writing or by email.

NAME: Homeowner or Representative (Printed)	SIGNATURE: Homeowner or Representative	Date
NAME: Upfront Restoration & Roofing Inc. Rep.	SIGNATURE: Upfront Restoration & Roofing Inc. Rep.	Date

**Release of Information:** The customer authorizes the release of information pertaining to insurance claims to Upfront Restoration & Roofing Inc., including estimates, supplements, payment amounts, and other pertinent information.

**General Contractor:** The customer acknowledges that Upfront Restoration & Roofing Inc (hereafter referred to as the COMPANY) is a general contractor and will be entitled to 10% overhead and 10% profit, as allowed by the customer's insurance company and state law.

**Materials:** All materials provided by the COMPANY will be standard stock materials, unless otherwise specified, and will match existing materials within reasonable tolerance as to color, texture, design, etc. Due to availability, materials may not be an exact match and other products and materials may be substituted. Customer acknowledges and accepts that exact materials may not be used. All excess remaining materials are the COMPANY's property and will be removed from the project site at the project's close.

**Access to Property:** The prices and terms of this Agreement are based upon the completion of the work during normal working hours. The customer agrees to provide the COMPANY access to the customer's property as required to complete the work. The customer also agrees that the project site's electricity and water will be made available to any COMPANY representatives during the project work. The customer understands and agrees that they will not be reimbursed for the use of any utilities. The COMPANY shall not be responsible for project delays if the customer or anyone not affiliated with the Company restricts access to the project property or above-stated utilities.

**Project Property Liability:** During the project, the homeowner understands there can be vibrations in the home's interior due to project work. It is the homeowner's (or tenant's) responsibility to secure property inside the house that could be at risk from vibrations and impacts during the project. Items at risk of vibration or damage should be

secured. The COMPANY is not liable for damage to the interior drywall during the project or cracks in driveways or walkways due to trucks or trailers necessary for the project. The COMPANY will take great care to protect the landscaping, garage door, driveway, walkways, gutters, windows, and property during the project and will do a site clean-up after the project is complete. Despite COMPANY's reasonable efforts to prevent damage to landscaping and to ensure the complete removal of all construction debris, including nails, homeowner understands and accepts the possibility of some residual damage or debris remaining on the property.

Homeowners must remove all vehicles or other portable property, such as BBQ grills, bicycles, toys, etc., from the driveway, walkways, or other roof access areas during the material delivery for the roof replacement or repair project. During a roof replacement or repair, 3<sup>rd</sup> party accessories such as satellite dishes, antennas, etc., may need to be removed. The COMPANY may reset these items but is not responsible for the realignment, calibration, or condition of these items.

**Estimated Project Dates:** The "Estimated Project Start Date" is defined as the specific date that work of any kind has begun on the customer's property or when the roofing materials are delivered. The "Estimated Project Completion Date" shall be the date that the COMPANY has completed all of the work listed in the Scope of Work in this Agreement, including supplemental work submitted to insurance, and change orders requested or approved by the Customer. Any additional work agreed to after the Project Start Date listed above shall extend the completion date of this Agreement. Customer understands that material availability, labor availability, inclement weather, and other unforeseen events may cause project dates to change.

**Insurance/ Mortgage Company:** the COMPANY reserves the right to supplement the customer's insurance company price for increases in the fair market value and/or documented price increases, missed damages, 10% overhead & 10% profit (O&P), increases in the scope of work or "undiscoverable scope of work." The COMPANY makes no representations, or warranties, regarding the customer's insurance coverage or if the insurance company will pay for all, or any, of the work to be performed under this Agreement. The customer agrees to pay the COMPANY directly for all amounts invoiced for work pertaining to this agreement including depreciation, deductibles and all additional work engaged by this Agreement, not covered by the customer's insurer, and that said amounts must be paid upon project completion. In the event the customer breaches this Agreement, the customer agrees to pay the COMPANY: a) in full, on a time and materials basis, for all time invested up to the point of the breach and materials provided by the COMPANY as of the date of such breach; and b) a fee equal to 20% of the total cost of the time and materials provided by the COMPANY as of the date of such breach, which fee represents the industry standard for reasonable profit and overhead and is not a penalty.

**Payments:** Remaining payments after the initial deposit are due according to this Agreement as follows: All remaining balances, including supplements and change orders, must be paid within five business days of the dates agreed upon above, or the completion of work, or upon receiving insurance funds. If a 3<sup>rd</sup> party endorsement is required to collect insurance funds, payment is required within 7 – 21 days from the date insurance sends payment instead of 5 days. Payments are considered to be late if not paid by the agreed-upon deadline in this contract or by adhering to any alternate agreement made in writing between the COMPANY and the customer. Payments made after this time are subject to a late fee of 1.5% per month (18% annual) for each month late. Late fees become part of the project cost and must be paid before the account is considered paid in full. The COMPANY may pursue a lien against the property for unpaid balances and may enforce that lien to the foreclosure of the property to collect unpaid balances. If a lien is filed, an additional administrative charge of \$850 will be added to the remaining balance of the job. If placed in the hands of an attorney for collection, the customer will pay all attorney and legal fees, and all legal action shall occur in El Paso County.

**PRE-LIEN NOTICE: UPFRONT RESTORATION & ROOFING INC. HEREBY PROVIDES NOTIFICATION THAT ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIAL FOR THIS IMPROVEMENT TO YOUR PROPERTY, INCLUDING UPFRONT RESTORATION & ROOFING, MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THEIR CONTRIBUTIONS.**

**Workmanship Warranty:** the COMPANY shall provide a zero-, two-, or five-year warranty on our workmanship depending on the scope of work listed in the estimate. Any material warranties are reflected in any written limited warranties issued by the manufacturer of those materials. The value of any repairs made under the limited warranty shall be limited to the cost of labor and materials required to replace that portion of the work deemed defective at the COMPANY'S sole discretion. If the COMPANY is not paid in full within the terms of this Agreement, the workmanship warranty becomes null and void. The warranty is transferable to a new owner provided that the new owner supplies their contact information to the COMPANY and that the COMPANY is notified within 90 days of new ownership to amend this Agreement.

**Hazardous Materials:** Nothing in this Agreement shall be construed to require the COMPANY to determine the presence or absence of any hazardous materials such as mold or asbestos-containing materials affecting the property or to require the COMPANY to remove or protect against such materials. If the COMPANY learns of the presence of such materials on the customer's property, the COMPANY reserves the right to immediately stop work and negotiate a change order for such additional work as may be required. If mold is found existing on the project property, the customer pays all cost to abate, remove, or clean as an additional cost.

**Liability:** the COMPANY is not responsible for damage or loss caused in whole or in part by: the acts or omissions of other parties, trades or contractors, lightning, gale force winds +54 mph, hailstorms, ice damage, ice dams (caused by thawing and freezing of ice, water or snow) hurricanes, tornadoes, floods, earthquakes or other unusual phenomena of the elements; structural settlement; failure, movement, cracking or excess deflection of the roof deck; defects or failure of materials used as a roof substrate over which the COMPANY'S roofing material is applied; faulty condition of parapet walls, copings, chimneys, skylights, vents, supports or other parts of the building; vapor condensation beneath the roof penetrations for pitch boxes; erosion, cracking and porosity of mortar and brick; dry rot; stoppage of roof drains and gutters; penetration of the roof from beneath by rising fasteners of any type; inadequate drainage, slope or other conditions beyond the control of the COMPANY which cause ponding or standing water; termites or other insects; rodents or other animals; fire; or harmful chemicals; oils, acids and the like that come into contact with the customer's roof and cause a leak or otherwise damage the customer's roof. Suppose the customer's roof fails to maintain a watertight condition due to any of the preceding conditions. In that case, any applicable written limited warranty or workmanship warranty shall immediately become null and void for the balance of its term.

**Photo, Video, Comments Release:** the customer grants the COMPANY, and its volunteers, employees, agents, representatives, and licensees permission to copy, edit, publish, and otherwise use my name, image and likeness, with or without my name, photos or videos of my home or property before, during and after the completion of the job, or any comments made verbally or in writing. The use of such content will be related to the COMPANY mission and marketing purposes, in any publication and any medium, news releases, or for any other lawful purpose including, by way of example and not limitation, posting a photo of completed work on a website or social media. The customer assigns to the COMPANY all rights, titles, and interests in and to all such reproductions. ☐ **Please, check to opt-out of the Photo, Video, Comments Release.**

**Hold Harmless:** The customer agrees to protect the company from any claims, lawsuits, or costs related to the work described in the estimate, except for problems caused by the company's negligence or intentional wrongdoing. Both the customer and the company agree that the maximum amount of money involved in any dispute under this agreement is the amount billed to the customer. The customer consents that any legal action must occur in El Paso County. The customer understands and acknowledges that the COMPANY does not warrant or guarantee previous workmanship, pre-existing material, or any materials or labor not provided by the COMPANY. The COMPANY shall not be responsible for latent defects in materials and accessories applied. The COMPANY shall not be responsible for rework required due to the acts or errors of others not employed by the COMPANY.

**Agreement:** This Agreement constitutes the entire agreement and understanding of Upfront Restoration & Roofing Inc. and the customer relating to all of the subject matter hereof, and supersedes all prior agreements, arrangements and understandings, written or oral, expressed or implied, between the parties concerning such subject matter. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. If any provision of this Agreement shall be found invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to reasonably effect the intent of the parties. Words in the singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language of this Agreement.