

Xperience Roofing

8034 South State St
Midvale, UT 84047

(801) 502-5522

Sales Representative

Sonny Jasper 619-340-6450

jacoblythe@xperiencerroofing.com

Homeowner: Fgg

Address: 8103 South Congress Avenue, Austin, TX 78745, US

Phone: 123456789

Email: Testitout@yoohoo.com

Insurance: Other (see notes)

Date: 11 / 16 / 2021

Terms & Conditions
(Construction Contract)

These terms and conditions ("T&Cs") are associated with the contract to which they are attached (the "*Construction Contract*"), and together with the Construction Contract, create a contract between Owner and Xperience Roofing, LLC, a Utah limited liability company ("*Contractor*"). The Construction Contract is by and between the owner(s) (whether one or more, referred to herein as "*Owner*") of the real property identified in the Construction Contract (the "*Property*"), and Contractor, and/or its assigns. The individual signing the Construction Contract represents and warrants to Contractor that he/she is Owner of the Property and has the authority to sign the Construction Contract and to act pursuant to the Construction Contract and these T&Cs.

Scope of Work; Pricing. Contractor agrees to furnish all materials and labor necessary to perform the roof repair, roof replacement and/or restoration work itemized in the Construction Contract (the "*Services*") for the price also indicated therein (the "*Contract Price*"), which price is intended to be the replacement cost value of the Property's roof, as determined by the insurance company associated with the Property. Notwithstanding anything to the contrary contained herein, it is Owner's responsibility to pay any and all insurance deductibles related to the Property. Owner agrees that any supplements or additions to the Services may be accomplished verbally or with a written change order; the costs associated with such being added to the Contract Price. Supplemental and change order work may include, but is not limited to, betterment, upgraded materials, additional work required by unforeseen conditions, Owner directed changes, and/or enforcement of code and/or ordinances by municipality and/or governing law. If Owner reduces the scope of the Services for any reason, Contractor is entitled to all costs related to 'work-in- progress' and all overhead and profit estimated and all amounts of Contractor's expected overhead and profit for remaining work items of the estimated costs of the Services. Services are considered 'work- in- progress' on the date and time that Contractor incurs any expense related to the Services and/or obligates itself, in equity or otherwise, to the Services. Permits and building fees, inspection costs and/or engineering costs related to the Services are Owner's responsibility and the costs of may be invoiced by Contractor or be required to be paid directly by Owner prior to continuance of the Services.

Work Authorization. Owner hereby authorizes Contractor to undertake any and all work required to perform the Services.

Product Selections. Owner shall make product-related selections associated with the Services within the deadlines set by Contractor. If Owner fails to make timely selections, Contractor may select standard products/materials or products/materials that Contractor deems (in its reasonable discretion) to match existing materials being replaced or repaired.

PER INSURED HOMEOWNERS PROTECTION ACT Utah H.B. 199:

13-50-303: "IT IS A VIOLATION OF UTAH LAW FOR A RESIDENTIAL CONTRACTOR TO REBATE ANY PORTION OF AN INSURANCE DEDUCTIBLE AS AN INDUCEMENT TO THE INSURED TO ACCEPT A RESIDENTIAL



CONTRACTOR'S PROPOSAL TO REPAIR DAMAGED PROPERTY. REBATE OF A DEDUCTIBLE

INCLUDES GRANTING ANY ALLOWANCE OR OFFERING ANY DISCOUNT AGAINST THE FEES TO BE CHARGED FOR WORK TO BE PERFORMED OR PAYING THE INSURED POLICYHOLDER THE DEDUCTIBLE AMOUNT SET FORTH IN THE INSURANCE POLICY. THE INSURED POLICYHOLDER IS PERSONALLY RESPONSIBLE FOR PAYMENT OF THE DEDUCTIBLE."

Payment for Services; Direct & Third Party. Owner agrees to make timely payments for the Services and for any deductible, depreciation, and any amount not paid directly to Contractor by the insurance provider, warranty provider and/or responsible third party for the Services. Owner understands that upon filing of any claim under any insurance policy, under any warranty and/or any claim it has against any third party related to the Services (hereafter the "*Claim*"), such Claim shall be assigned to Contractor. Owner hereby demands that all payments pertaining to a Claim be paid directly to Contractor. Further, Owner shall not deposit Claim-related payments into its account in the event the payment is paid to the Owner and the Contractor, but rather shall endorse payments to Contractor. In the event Claim-related payments are written directly to the Owner, the Owner will need to deposit the payment into their account and pay the same amount to the Contractor. In order to accomplish the foregoing, Owner hereby assigns the insurance proceeds and causes of action related to the Services arising out of or in any way connected to a Claim, including but not limited to, payment for the Services, settlement of a Claim, interest due to Contractor, and any other amount earned and/or allowed under the terms of the Construction Contract or these T&Cs. However, notwithstanding the foregoing, Owner agrees to pay Contractor the full amount earned and due for the Services. Additionally, Owner acknowledges that there is a need to cooperate with Contractor in any action or other effort to collect from an insurance provider, warranty provider, or any other third party, then Owner shall participate in such efforts in good faith; however, as stated above, Owner acknowledges that Owner is fully responsible for payment for the Services if third parties do not timely make payment for the same.

Payment Terms. As stated herein, Owner agrees to make prompt payment to Contractor for the Services, whether or not the Services are covered by insurance, warranty, or are anticipated to be payable by any third party. Contractor may invoice Owner for deposit(s) and/or portions of Services completed, at Contractor's sole discretion. Owner shall pay Contractor the amount indicated on an invoice no later than fifteen (15) days following date of the invoice, but Contractor reserves the right to require partial or full payment of invoice(s) prior to performance and/or scheduling of the Services. Interest shall accrue on payments not received prior to the due date at a rate of 1.5% per month, or the highest amount permitted pursuant to applicable law, whichever amount is lower. Additionally, late payments will be subject to a one-time administration fee of \$50.00 per overdue invoice. The payment of any invoice is not contingent on receipt of third-party funds. Items addressed during the final inspection will be placed on a punch-list and related amounts shall not be subtracted or retained from payments due to Contractor. Owner shall be responsible for all costs and damages related to non-payment; including but not limited to reasonable attorney fees, mediation costs, court filing fees, consultant fees, actual damages and consequential damages.

Cancellation of the Construction Contract. In conjunction with the right of cancellation for insurance coverage denial, as provided below, Owner may cancel the Construction Contract only in writing and delivered to Contractor's address indicated on the Construction Contract before midnight of the third business day after the effective date of the Construction Contract, but in no case later than the date that Contractor provides any Services or Contractor obligates itself to perform the Services, including but not limited to emergency repairs, mitigation, material delivery, inspections, meetings and/or estimating. In the event of cancellation, Owner agrees to pay for any costs incurred by Contractor, plus 15%, but in no case shall the amount due to Contractor upon cancellation be less than \$500.00.



NOTICE OF RIGHT OF CANCELLATION UPON INSURANCE DENIAL. IF APPLICABLE BASED

UPON THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED, A PERSON WHO ENTERS INTO A CONTRACT WITH A ROOFING CONTRACTOR TO PROVIDE GOODS OR SERVICES RELATED TO A ROOF SYSTEM FOR RESIDENTIAL REAL ESTATE, WHERE THE GOODS OR SERVICES ARE EXPECTED TO BE PAID FROM THE PROCEEDS OF A PROPERTY AND CASUALTY INSURANCE POLICY, MAY CANCEL THE CONTRACT PRIOR TO MIDNIGHT OF THE FIFTH BUSINESS DAY AFTER THE PERSON HAS RECEIVED WRITTEN NOTICE FROM THE INSURER THAT ALL OR PART OF THE CLAIM IS NOT COVERED UNDER THE PROPERTY AND CAUSALITY INSURANCE POLICY. IF OWNER CANCELS PURSUANT TO THIS SECTION, THEN CANCELLATION SHALL BE DEEMED TO HAVE OCCURRED WHEN OWNER EITHER PERSONALLY DELIVERS WRITTEN NOTICE OF CANCELLATION AND EVIDENCE OF DENIAL OF COVERAGE, OR SENDS THE SAME IN THE UNITED STATES MAIL, POSTAGE PREPAID, AND ADDRESSED TO CONTRACTOR; OR IF APPLICABLE, UPON RECEIPT IF NOTICE OF CANCELLATION IS TRANSMITTED TO CONTRACTOR BY FACSIMILE OR VIA EMAIL.

Limited Warranty for Services. Conditioned upon payment in-full of all amounts due to Contractor, Contractor warrants that the Services will be free from defects for a period of one year from completion of the Services. Additionally, Contractor shall assign to Owner all applicable warranties of manufacturers, supplies or others associated with the Services. Contractor's warranty is limited to repair or replacement, at Contractor's option, of the defective Services, and specifically excludes any equipment or materials warranties covered by manufacturer's, supplier's or others' warranties, and also specifically excludes any warranties that could cause incidental or consequential damages. This foregoing limited warranty specifically excludes cracking or other damage to any concrete, drywall, plaster, caulking, sealant, tile, or any other product subject to movement of any kind. This limited warranty also excludes any loss caused by or consisting of any mold or microbial growth whether or not caused by Contractor or its subcontractors or suppliers. THE LIMITED WARRANTY PROVIDED HEREIN IS THE ONLY WARRANTY, EXPRESS OR IMPLIED, THAT CONTRACTOR MAKES WITH RESPECT TO THE SERVICES. CONTRACTOR SPECIFICALLY DISCLAIMS ALL OTHER IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Hazardous & Other Conditions. Without incurring any liability whatsoever, Contractor may cease performing the Services upon any finding of hazardous substances or unsafe conditions. Contractor will notify owner upon the discovery of any such items. Owner must notify Contractor of any known hazardous items at the Property (the "Conditions") including asbestos, chemicals, lead, or other hazardous materials, and Owner shall indemnify and hold harmless Contractor from and against any and all claims arising from or related to the Conditions. Additionally, Owner agrees to hold Contractor harmless from any and all claims for physical, personal, and/or mental damages related to or consisting of mold or microbial growth of any sort or manner resulting from, including but not limited to, the treatment of microbials, the treatment of mold, or removal of mold and mold spores.

Limited Liability. Owner agrees to hold Contractor harmless in connection with the Services, and that Owner's maximum recourse shall be, and Contractor's maximum liability under the Construction Contract and these T&Cs, shall be limited to, the amount Contractor is actually paid by Owner. Additionally, Contractor 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 (above 50 mph), hailstorms, ice damage, hurricanes, tornadoes, floods, earthquakes, pandemics, or other unusual phenomena of the elements; structural settlement; failure, movement, cracking or excess deflection on the roof deck; defects or failures of materials used as a roof substrate, siding or gutter over which Contractor's materials are applied; faulty chimney, supports or other parts of the Property; vapor condensation beneath the roof or siding; erosion, cracking and porosity of mortar and brick; dry rot; or other conditions beyond the control of Contractor;



termites or other insects; rodents or other animals; fire; or harmful chemicals, oils, acids

and the like that come in to contact with the Property and cause a leak or otherwise damage the Property. If the Property fails to maintain a watertight condition because of damage by reason of any of the foregoing, any applicable warranty shall immediately become null and void. Additionally, the obligations of Contractor do not constitute personal obligations of any natural persons who comprise the trustees, officers, shareholders, employees, or agents of Contractor. All persons dealing with Contractor shall look solely to the assets of Contractor for satisfaction of any liability of Contractor and will not seek recourse against any natural persons who comprise such trustees, officers, shareholders, employees or agents or any of them or any of their personal assets for such satisfaction.

Liens. Should payment pursuant to the Construction Contract and/or these T&Cs not occur, then a lien shall be placed on the Property and charges shall be added from the date of substantial completion at the maximum rate allowed by law.

Pre-Lien Notice. CONTRACTOR HEREBY PROVIDES NOTIFICATION THAT ANY PERSON SUPPLYING LABOR OR MATERIALS FOR THE IMPROVEMENT TO THE PROPERTY MAY FILE A LIEN AGAINST THE PROPERTY IF THAT PERSON OR CONTRACTOR IS NOT PAID FOR SUCH CONTRIBUTIONS.

Contractor Notification. CONTRACTOR HEREBY PROVIDES NOTIFICATION THAT AS OF THE DATE OF THE CONSTRUCTION CONTRACT, CONTRACTOR MAINTAINS PERSONAL INJURY LIABILITY INSURANCE. CONTRACTOR ALSO HEREBY PROVIDES NOTIFICATION THAT WORKERS' COMPENSATION HAS BEEN PROCURED PER STATE STATUTES.

Informal Negotiations Over Disputes. Owner and Contractor shall first attempt to resolve any dispute through good faith negotiations. Owner and a representative of Contractor shall meet and discuss the issues underlying the dispute promptly, with a view to amicably resolve them. If informal negotiations have not been concluded and the dispute resolved within thirty (30) days, either party may, by written notice to the other party, request mediation as provided below.

Mediation of Disputes. A dispute that cannot be resolved through informal negotiations as described above may be submitted by either Owner or Contractor for non-binding mediation pursuant to the Construction Mediation Rules of the American Arbitration Association, as a condition precedent to litigation or arbitration. Mediation proceedings shall be held in the county and state where the Property is located (unless otherwise agreed in writing), and the cost thereof shall be shared equally. If the dispute has not been settled within sixty (60) days, either Owner or Contractor may commence litigation.

Assignment. Contractor may assign the Construction Contract, or any proceeds to be received for the performance of work thereunder, without Owner's prior written consent.

Waiver. The consent or approval by Contractor of any act by Owner requiring its consent or approval shall not be construed to waive or render unnecessary the requirement for Contractor's consent or approval of any subsequent similar act by Owner. No provision of the Construction Contract or these T&Cs affecting or relating to Contractor shall be deemed to have been waived unless such waiver shall be in writing and signed by Contractor.

Promotion of Contractor. If not prohibited by ordinance or law, Owner shall allow Contractor to display a yard sign at the Property until Contractor is paid in full.



Governing Law; Venue. The Construction Contract and these T&Cs shall be governed by the laws of the state where the Property is located, both as to interpretation and performance. Owner and Contractor hereby irrevocably consent to the jurisdiction of the courts of the state and county where the Property is located, for all purposes in connection with any action or proceeding which arises from or relates to the Construction Contract.

Entire Agreement. The Construction Contract and these T&Cs constitute the entire agreement and understanding of Contractor and Owner relating to all of the subject matter hereof, and supersedes all prior agreements, arrangements, and understandings, written or oral between the parties concerning such subject matter.

Color of Shingle: Weatherwood

Color of Drip Edge: Other (see Notes)

Roof Ventilation Type:

Hip and Ridge Type:

Additional Notes:

N/A

Date: 11 / 16 / 2021

Homeowner:

Xperience Representative:




DIRECTION TO PAY

OWNER/CLAIM INFORMATION

Name: Fgg

Address: 8103 South Congress Avenue, Austin, TX 78745, US

Insurance Company: Other (see notes)

Claim Number: 12345678

DIRECTION TO PAY

I authorize and instruct the Insurance Company to pay Xperience Roofing LLC, directly on my claim the total amount outlined in the final estimate. In the event the Insurance Company inadvertently mails the settlement/supplement check to me in error, I hereby agree to notify Xperience Roofing LLC immediately and deliver the check to Xperience Roofing LLC within twenty-four (24) hours of my receipt of said check.

Date: 11 / 16 / 2021

Policy Holder Signature:



Print Name: Fgg

**IKO ROOFPRO PREFERRED Nordic™, Dynasty®, Cambridge
or Cambridge Cool Colors™M Asphalt Shingle Extended Limited Warranty**

Owner's Name: **Fgg**

Phone Number: **123456789**

Address: **8103 South Congress Avenue, Austin, TX 78745, US**

Zip:

If the shingles were installed on a different building, please fill out information below: Address:

Zip:

IKO ROOFPRO Preferred Nordic or Dynasty Asphalt Shingle Extended Limited Warranty with a 20-year IRON-CLAD Protection period and Cambridge or Cambridge Cool Colors Asphalt Shingle Extended Limited Warranty with a 15-year IRON-CLAD Protection period Qualification Requirements:

1. Nordic, Dynasty or Cambridge/Cambridge Cool Colors Shingles must be used and installed together with at least three of the following IKO Roofing System components:
 - a. The use of IKO's Go Ice™ Premium Ice & Water Protector, ArmourGard™ Ice & Water Protector, or Storm Shield™ Ice & Water Protector protection membrane for sealing eaves and valleys.
 - b. The use of an approved IKO underlayment such as Storm Shield® or Roof-Gard Cool Grey®, under all shingle installations.
 - c. Installation of any IKO Hip & Ridge product, which includes IKO Hip and Ridge™, Hip & Ridge 1r, IKO UltraHP® or IKO UltraHP IR™ cap shingles. UltraHP IR cap shingles are recommended for use in conjunction with Nordic shingles.
 - d. For Nordic and Dynasty the application of IKO's Lead in g Edge Plus™ starter strip installed at eaves. For Cambridge and Cambridge Cool Colors the application of IKO's Lead in g Edge Plus™ starter strip installed at eaves and rakes. Alternatively, IKO EdgeSeal™ can be used as the starter with all four shingles.
2. The Shingles must be installed in strict accordance with the instructions on the wrapper, including the additional requirement **that each Shingle is attached to the roof with six (6) nails.**
3. Valid only on single-family dwelling residential roofing applications with a maximum roof area of 700 squares and a roof pitch of 4:12 or steeper.
4. The attic is properly vented according to ARMA, IKO, or local building code requirements. (A properly balanced ventilation system requires ridge, static vents, and under-eave or soffit ventilation.)
5. Installation on a clean, dry and stable roof deck without any of the previous shingles or roofing materials remaining on the roof. (**Note:** Installation of shingles directly over an existing layer will void the ROOFPRO Preferred Limited Warranty extension of an additional five years.)
6. The roof must be installed by a ROOFPRO Preferred roofing contractor.
7. This warranty cannot be used in conjunction with a warranty claim settlement.

Indicate Components Used: (check one shingle)

Check at the shingle product that has been used

- | | |
|--|--|
| <input type="checkbox"/> Nordic | <input type="checkbox"/> Dynasty® |
| <input type="checkbox"/> Cambridge® | <input type="checkbox"/> Cambridge Cool Colors™ |

Check at least three accessories

- ☐ IKO Ice & Water Protector
- ☐ IKO Synthetic Underlayment
- ☐ IKO Starter Strips

Number of Squares:

Color: **Weatherwood**

Cost of Installation:

Date of Installation:

- ☐ IKO Hip and Ridge product
- ☐ IKO EdgeSeal Starter

Check to confirm that each shingle has been attached to the roof with six nails.

I certify that to the best of my knowledge and understanding, all of the information submitted above is accurate. By signing this application form, I hereby acknowledge that I have read, understood, and complied with the terms and requirements of the IKO Extended Limited Warranty being applied for. I understand that all application and processing fees are non-refundable.

Contractor's Name:

Owner's Name: **Fgg**

Contractor's Signature:

Owner's Signature:

Note: This Limited Warranty form does not constitute proof of product purchase.

