



SERVICE AGREEMENT - SHINGLES

(941) 732-6018

585 Interstate Blvd, Sarasota, FL 34240

Homeowner Name:	Date:
Property Address:	
Phone:	Email:
Gate Code:	HOA Approval Needed? Yes No

WORK AUTHORIZATION

I hereby direct my insurance carrier to release any and all information requested by my repair facility, Legacy Roofing SRQ, LLC, its representatives, or its attorney for the direct purpose of completing and negotiating an estimate for my appropriate property damage that is to be repaired by them. I also acknowledge that Legacy Roofing SRQ is not a licensed public adjusting firm and has not represented itself as such.

I hereby request that the name of Legacy Roofing SRQ, LLC, be added to the draft that will be sent to me in payment of said claim. In signing this document, I acknowledge that the scope of work to be performed and all contracts signed have been explained to me and I am in full agreement.

Insurance Company:	Policy #:
Date of Loss:	Claim #:

SCOPE OF WORK

1. Remove and haul away existing roof shingles (one layer included)
2. Inspection for damaged decking and replace as needed
3. Replacement of roof flashings, including pipe vents, collars, drip edge, boots, goosenecks and valley flashings as warranted
4. Re-nailing of roof sheathing according to FL building code
5. Installation of starter shingles along eaves of the roof
6. Installation of approved underlayment according to FL building code
7. Installation of roofing shingles of homeowner's choice in accordance with manufacturer's specifications
8. Installation of ridge or off ridge vents
9. Saving existing soffit, fascia, and gutters according to homeowner's choice
10. Clean-up of project site and disposal of all project waste
11. Obtain building permit with local jurisdiction
12. Workmanship warranty:
 Standard 7 year warranty
 Upgraded 15 year warranty
13. Other scope of work:

Material Selection

1 -

2 -

Underlayment Type:
 Synthetic Peel & Stick

Drip Edge Color:

Gutter Color:

D&R R&R Leafguards
Trash Down Spouts

Vent Color:

RidgeLF OffRidge

Pipejack Color:

1.5"

2"

3"

4"

Gooseneck Color:

4"

6"

10"

Satellite: Detach Trash

Skylights: 2x2 2x4
 Other

TERMS AND CONDITIONS

1. Legacy Roofing SRQ, LLC ("Roofer") shall guarantee the installation of roofing materials including, but not limited to decking, shingles, ridge vents, and flashing to be in accordance with manufacturer's specifications and completely watertight for a period of seven (7) years, unless specified differently. ROOFER SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES relating to Roofer's work hereunder. A manufacturer's warranty may be furnished to Customer, if applicable. It is expressly agreed that in the event of alleged defects in materials furnished under this contract, Customer's sole remedy shall be against the manufacturer of such material in accordance with such warranty.
2. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.
3. This roofing guarantee does not cover damage caused by natural causes, such as wind, hail, or lightning. Likewise, it does not cover damage by the homeowner, additional contractors, or any individual not employed by Roofer. Damage caused by these sources shall be the sole responsibility of referenced homeowner to remedy. This document shall be the sole agreement between the parties for the services described herein. No other promises, arrangements, or guarantees not specifically outlined here are valid.
4. Referenced homeowner understands that if the claim is approved, the insurance company will determine the amount to be paid for the loss regardless of the estimate provided by Roofer. Reference homeowner's only out-of-pocket expense-assuming insurance covers the claim, will be the deductible, non-recoverable depreciation (if applicable), and any additional work not covered under applicable policies, ordinances, and/or law covenants, and/or materials/services provided in addition to the quoted scope of work to be performed (including, but not limited to, deteriorated decking and woodwork charges), which may not be covered by referenced homeowner's policy. If the claim is denied, this Agreement is null and void. Referenced homeowner agrees to pay the full amount indicated in this contract within 7 days of notification of project completion by Roofer. Failure to pay the full amount by this deadline shall constitute a breach of contract. Payment may be made by cash, check, or credit card. Contact your roof consultant to arrange payment upon project completion. If payment has not been made in full within 30 days of completion, a lien will be placed on the property through the respective municipality and 1.5% interest will be added each 30 days. If a dispute arises between Roofer and Customer with respect to any matters arising out of this Agreement or the breach thereof, and in the event of litigation arising out of the terms of this Agreement, venue shall be in the court of competent jurisdiction located in Orange County, Florida. In any such litigation, the prevailing party shall be entitled to recover reasonable attorney fees and costs, whether same were incurred prior to or during any judicial proceedings, including, but not limited to, any trial or appellate proceedings.
5. Referenced homeowner is allowed to cancel this contract within 72 hours (3 days) of signing, upon written notification. If cancelled after 3 days, homeowner agrees to pay a penalty of 20% of the total amount due for breach of contract. This agreement is contingent upon the scope of work being approved. This roof was inspected by a certified storm damage expert.
6. I acknowledge that Legacy Roofing SRQ has not directly or indirectly engaged in any of the following practices:
- a) Solicited me by means of a prohibited advertisement.
 - b) Offered me a rebate, gift, giftcard, cash, coupon, waiver of any insurance deductible or any other thing of value in exchange for:
 - 1. Allowing the contractor to conduct an inspection of my roof.
 - 2. Making an insurance claim for damage to the residential property roof.
7. A licensed contractor under part I of chapter 489, or 327 a subcontractor of such licensee, may not advertise, solicit, 328 offer to handle, handle, or perform public adjuster services as 329 provided in subsection (1) adjust a claim on behalf of an 330 insured unless licensed and compliant as a public adjuster under 331 this chapter. The prohibition against solicitation does not 332 preclude a contractor from suggesting or otherwise recommending 333 to a consumer that the consumer consider contacting his or her 334 insurer to determine if the proposed repair is covered under the 335 consumer's insurance policy, except as it relates to 336 solicitation prohibited in s. 489.147. In addition However, the 337 contractor may discuss or explain a bid for construction or 338 repair of covered property with the residential property owner 339 who has suffered loss or damage covered by a property insurance 340 policy, or the insurer of such property, if the contractor is 341 doing so for the usual and customary fees applicable to the work 342 to be performed as stated in the contract between the contractor 343 and the insured.
8. ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOU'RE CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.
9. Referenced homeowner has read and accepted the Terms & Conditions specified herein. The prices, specifications and conditions of this contract are satisfactory and Legacy Roofing SRQ, LLC. Is authorized to do the work as specified in the front of this contract.
10. I understand that building materials, and the delivery equipment required to transport them, are extremely heavy; Therefore, delivery vehicles and equipment may cause damage, such as cracks or indentations, to the areas due to their weight and size. As rooftop delivery is also required, there is an additional risk of incidental damage to structures, particularly where the roof may have pre-existing damage or weakness, which is not readily ascertainable. In consideration of Legacy Roofing SRQ delivery of materials and presence on the property, hereby agree to indemnify and hold harmless Legacy Roofing SRQ, all its materialmen, as well any affiliates against any and all liability or demands for damages to the property, caused by, or arising from, delivery of materials.
11. Verbal Commitments: Verbal commitments are not contractual and will not be handled as such. If your Roof Inspector has promised you something that is not on the Service Agreement, it will not be completed. Please verify that all items discussed are on the Service Agreement in order for it to be completed correctly. ____ (Initials).

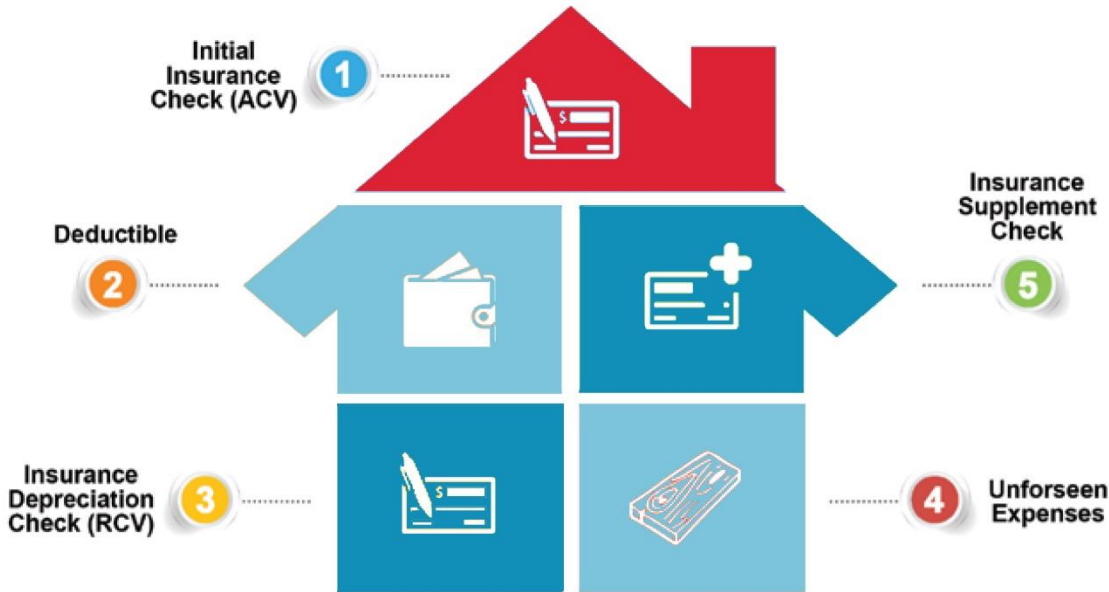
Solar Panels

I, _____, authorize the disposal of _____ solar panels. I am aware that this means any and all solar panels could be damaged when they are put in the dumpster and I do not hold Legacy Roofing SRQ LLC liable for damages incurred. I have completed my inventory of these items and understand that none of these items will be returned to my property, or my roof.

I, _____, am responsible for contacting the solar company for removal and reinstalling of _____ solar panels.

Date:

Initial Insurance Check (ACV)	This is the first check issued by the insurance company and must be submitted to Legacy Roofing before the day of the build. Please make sure check is fully endorsed.
Deductible	<p>This is the amount homeowner is responsible for before the insurance policy kicks in and starts covering the costs. This is also due before the day of the build.</p> <p>Deductible Amount: _____</p>
Insurance Depreciation Check (RCV)	Depending on the insurance policy some homeowners may receive a second check for the depreciation. This check also needs to be fully endorsed and submitted. *Actual Cash Value (ACV) policies do not allow for recoverable depreciation - Homeowner will be responsible for replacement cost value (RCV).
Unforeseen Expenses	<p>Additional costs may apply for unforeseen items found during install, such as plywood replacement, and will be added to final invoice as per the service agreement.</p> <ul style="list-style-type: none">• Deteriorated existing decking replaced at \$125 per sheet of plywood.• Deteriorated plank wood decking will be replaced at \$8.50 per linear foot.• If chimneys need a cricket or need flashing replaced, separate price will be given.• Additional layers of shingles shall be removed at \$45 per layer/per square.• Additional layers of underlayment shall be removed at \$7 per layer/per square.• If the insurance policy does not cover Ordinance & Law, the code upgrade items, (ex: renailling of sheathing and roofing felt 30 lbs.) it will be an additional incurred expense.
Insurance Supplement Check	When applicable, this check also needs to be fully endorsed and submitted to the office to cover any additional work done.



HOMEOWNER'S RESPONSIBILITIES

As a preeminent roofing contractor, Legacy Roofing SRQ would like to accommodate all homeowners wants and needs. During the installation process, our roofing crews will be as careful as possible. However, there are certain things that cannot be controlled on major construction projects. Please review the following list of guidelines, procedures, and precautions.

1. A roof replacement is a major construction project; it is a CLOSED CONSTRUCTION SITE. Homeowners must follow all safety rules. NO HOMEOWNER IS ALLOWED ON THE ROOF OR ALLOWED TO WALK THE PERIMETER OF THE PROPERTY WHILE Legacy Roofing IS ON SITE. This is for the safety of both homeowner and our crew members.
2. Homeowners are responsible for their personal property, vehicles, etc., whether on the interior or exterior of your property. All items which have not been moved, secured, or protected are susceptible to damage and/or further damage and the homeowner alone bears all responsibility for the safeguarding of these items PRIOR TO INSTALLATION ARRIVAL. Homeowners access to the site shall be limited for your safety.
3. Remove all valuables from interior walls, shelves, mantels, etc. as the vibrations from construction will cause these items to fall. In addition, it is the homeowner's responsibility to verify that all fixtures were properly installed and/or securely mounted. Fixtures which were not securely installed are at risk of being jostled loose, falling, or breaking. Legacy Roofing is not responsible for damage to these items.
4. Remove all valuables and breakables, such as flowerpots, bird feeders, wind chimes, lawn furniture and décor, landscape lighting, etc. from exterior of the property, including the porch and yard. As your home is a construction site, we cannot guarantee that falling debris will not land in your flower beds or greenery. If items cannot be removed, the homeowner is responsible for protecting these items and Legacy Roofing SRQ shall not be held responsible for damage.
5. All pipes, etc. that were not requested to be replaced and paid for in advance will be painted to match roof day of installation.
6. A "wavy" roof before or after installation is not a problem with the roof or decking; It is a structural issue. The homeowner must hire a structural General Contractor for assessment.
7. Solar panels are required to be removed AT LEAST 2-3 days prior to the original scheduled roof installation date. These items may not be reinstalled until after the final roof inspection has passed with proper city or county municipality.
8. If required, HOA approval of all materials must be obtained prior to scheduling the installation. THIS IS THE OWNER'S RESPONSIBILITY.
9. Shingle type or color may NOT be changed after install date is scheduled without incurring additional charges. If the shingle type or color is changed after install date, you will be subject to a \$400.00 fee to offset the cost of expected delivery & handling.
10. Once the installation date is confirmed, delivery of materials will be scheduled for the day before the build. Do not tamper with the stagger of materials once they are placed on the property. Legacy Roofing SRQ and/or its materialmen shall be delivering materials to the rooftop of your home via semi-truck equipped with a conveyor system. The truck is required to pull onto your driveway so that the conveyor will reach the roof. Please remove all vehicles the day prior to delivery.
11. Legacy Roofing SRQ will obtain any permits and paperwork necessary for the mid and final roof inspections, if applicable. The permit packet must be left on the front of the door or window of the property or it will fail inspection; DO NOT REMOVE THE DOCUMENTS UNTIL THE PROPERTY HAS PASSED INSPECTION AS THE COST ASSOCIATED WITH THE FINE OF \$450.00 WILL BE INCURRED BY THE HOMEOWNER. The homeowner must provide gate or other property access codes to allow the inspector to access the property during and after roof replacement.
12. All cars, trailers, recreational vehicles, boats etc. must be moved out of the driveway the night before installation, but no later than 6:00 am the day of installation. If vehicles are left in the driveway, they will be at risk for damage from falling debris and tools. Legacy Roofing SRQ shall not be liable for any damages.
13. On the day of installation, debris will be falling from your roof. Until Legacy Roofing SRQ leaves the site, we prefer that you do not enter or exit the premises. If you must,
 1. Get the attention of Legacy Roofing SRQ crew member so that they may cease work and allow you to safely enter or exit the premises.
 2. Only walk on the hard surfaces such as concrete as roofing debris may be hidden in landscaping.
 3. Please secure all pets; do not allow them to roam the property.
14. Decking and/or planks with unavailable surfaces will be automatically replaced, as it is required by Building Code. Any decking needing replacement shall be charged at the rate of \$125.00 per sheet; any planking needing replacement shall be charged at the rate of \$8.50 per LF. The amount is due upon receipt of the final invoice.
15. Legacy Roofing SRQ always sends out extra materials. There is a possibility that there will be surplus at the end of the installation. These materials will be picked up by Legacy Roofing SRQ or our supply company.
16. If power vents are to be installed, please remember that Legacy Roofing SRQ cannot reconnect the electrical wires. The homeowner will need to hire an electrician.
17. If there is a satellite dish on the roof, the homeowner must schedule a time for your service provider to reinstall and reset/tune the dish. Similarly, if you have cable lines which are on your roof, these lines are required by code to be cut.
18. Homeowners should be aware that work shall commence at Legacy Roofing SRQ discretion. Legacy Roofing SRQ shall not be liable for delay in or failure to perform due to weather, Acts of God, inability to obtain materials from the sources, delays caused by and/or as a direct result of Owner's insurer or other circumstances not listed which are beyond the control of Legacy Roofing SRQ.
19. While Legacy Roofing SRQ will endeavor to complete the project in a workmanlike manner, considerable force, vibrations, etc., are necessary. On a well-maintained home, your home should not sustain damage. However, if your home is advanced in age/or not properly maintained, it may not be able to sustain the force and pressure that is applied to complete this major construction project. Legacy Roofing SRQ shall not be liable for damages (i.e., chimneys, fascia, siding, gutters, ceilings, etc.) which result from the normal installation process.
20. Legacy Roofing SRQ typically sends all requisite documents to your insurance and /or mortgage company. However, the homeowner is ultimately responsible for helping to secure the payment of all amounts from the insurance and /or mortgage company. This responsibility includes being responsive to Legacy Roofing SRQ request for signatures, endorsement or relinquishing of checks or reaching out of the insurance and/or mortgage company and updating Legacy Roofing SRQ of the status of communications.
21. Legacy Roofing SRQ gladly accepts payment in the form of good funds (cash, cashier's checks, certified checks), personal check, or insurance/mortgage company check. For your convenience, you may make a Credit Card payment by calling our office or we also accept incoming wire transfers.