

**ROOFING AGREEMENT**

Subject to Insurance Company Approval: Elite Construction will install roof



Customer Name:	Date:
Address:	Phone # <span style="float: right;">Text: Y / N</span>
City/State/Zip:	Rep:
Email:	Rep Ph. #

Insurance Co.:	Date of Loss:
Phone #	Adjuster Name:
Policy # <span style="float: right;">RCV / ACV</span>	Adjuster Phone:
Claim #	Adjuster Appt. Date: <span style="float: right;">Time:</span>
<div style="border-top: 1px solid black; display: flex; justify-content: space-between;"> <span>Contractor Signature</span> <span>Date</span> </div>	<div style="border-top: 1px solid black; display: flex; justify-content: space-between;"> <span>Owner/Buyer Signature</span> <span>Date</span> </div>

**NEW ROOF SPECIFICATIONS**

Manufacturer warranty on roofing system: \_\_\_\_\_ yr. Roll yard with magnetic roller: \_\_\_\_\_  
 Shingle Color: \_\_\_\_\_ Ventilation: \_\_\_\_\_  
-Tear off and haul off all debris from roof -Replace and paint hardware except HVAC  
 Install Decking: \_\_\_\_\_ Fasteners: \_\_\_\_\_

**\*4 – Year Labor Warranty on 4/12 slope and above.**  
**\*1 – Year Warranty on roofing systems under 4/12**  
 (I.e., metal patio covers, carports, and flat roofs)

Insurance company is granted full authorization to communicate directly with B&amp;H Contractors on all aspects of our insurance claim(s).

I agree to hire **Elite Construction** to replace the roof on the above-described Property contingent upon **Elite** obtaining my insurance company's approval and payment to have said work completed. It is understood and agreed that **Elite Construction** will contact my insurance carrier and meet with their representative (if necessary) in order to discuss the roofing needs of the property. Upon insurance company and **Elite** agreement to the extent of the damages and the cost of replacement, **Elite Construction** may begin work on the property. HOMEOWNER WILL NOT BE RESPONSIBLE FOR PAYMENT OF ANY AMOUNT OVER AND ABOVE HOMEOWNERS INSURANCE POLICY DEDUCTIBLE FOR WORK AGREED TO. Homeowner further agrees to provide all necessary documentation Homeowners Mortgage Company may need for payment. **Elite Construction** reserves the right to file for settlement claims due to material or labor increases due to a storm environment or if insurance measurements are proven to be incorrect. Further, B&H Contractors reserves the right to file supplemental work items not shown on the original adjustment. I/we assign to **Elite Construction** proceeds and benefits of the described insurance policy, which is payable for the replacement of an existing roof, but only to the extent of the amount due to **Elite Construction** under the contract. I/WE AGREE THAT THE INSURANCE COMPANY MAY DISBURSE THE INSURANCE PROCEEDS DESIGNATED FOR THIS CONTRACT DIRECTLY TO **Elite Construction**.

Signature: \_\_\_\_\_ Date of Acceptance: \_\_\_\_\_

**EXTRA WORK AND NOTES**

The price of replacement shall be the amount on the adjusters estimate specified as RCV, all overhead and profit, and any supplements/tax. Total Cost: RCV+ O&P + Supplements/Tax

Customer Signature in Agreement of Total Cost: \_\_\_\_\_

## **Terms and Conditions**

**1. CHANGES IN THE WORK.** Should the Owner, construction lender, or any public body or inspector direct any modification or addition to the work covered by this contract, the contract price shall be adjusted accordingly. Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe to scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments. Failure to have written authorization shall not be deemed fatal to the collection of extra work.

**2. RESPONSIBILITIES OF THE PARTIES.** Contractor shall promptly notify the Owner of (a) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (b) unknown physical conditions differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. Owner as added work shall pay for any expense incurred due to such conditions. The Owner is responsible to supply water, gas, sewer and electrical utilities unless otherwise agreed to in writing. Electricity and water to the site is necessary. Owner agrees to allow and provide Contractor and his equipment access to the property and provide toilet facilities. The Owner is responsible for having sufficient funds to comply with this agreement. This is a cash transaction unless otherwise specified. The Owner is responsible to remove or protect any personal property and Contractor is not responsible for it or any driveways, lawns, shrubs, etc. The Owner will point out and warrant the property lines to Contractor.

**3. CEILINGS.** When ceiling drywall is installed according to residential building code, problems are rare. However, many homebuilders do not comply with the regulations. Code requires that cathedral ceiling drywall be installed with drywall screws, not nails. If drywall is nailed, vibrations that result from re-roofing may cause drywall to fall off various nail heads. Elite Construction LLC is not responsible for nail pops that may have resulted from shortcuts taken by builders. Please let us know of any workmanship concerns with your builder before we begin work.

**4. PLANS AND SPECIFICATIONS.** If plans and specifications are prepared for this job, they shall be attached to and become a part of the agreement.

**5. SUBCONTRACTS.** The Contractor may subcontract portions of this work to subcontractors.

**6. HOMEOWNERS ASSOCIATIONS.** It is the Owners responsibility to be in compliance with their respective Homeowners Association's deed restrictions. Contractor accepts no liability for Homeowners Association guidelines (colors, manufacturer, style, etc.).

**7. MISCELLANEOUS.** Contractor shall not be held liable for anything attached to or below roof deck, i.e. air conditioning, satellite, cable, electrical, or water lines. Replacement of deteriorated decking, soffit, fascia, sidewall or any other structural defects are not included in this contract unless listed and agreed upon under extra work. Please be aware of any pre-existing damages you have on your property (sky light, solar panels, deck, etc.). We are not responsible for pre-existing damages.

**8. RIGHT TO STOP WORK.** Contractor shall have the right to stop work if any payment shall not be made, when due to Contractor under this agreement. Contractor may keep the job idle until all payments due are received. This remedy is in addition to any other right or remedy that the Contractor may have. Such failure to make payment when due is a material breach of this agreement. Owner acknowledges that the additional costs for the delay in stopping and starting the project shall be treated as an extra and allow Contractor additional costs in accordance with paragraph one hereof.

**9. LIMITATIONS.** No action of any character arising from or related to this contract, or the performance thereof shall be commenced by either party against the other more than two years after completion of the project or cessation of work under this contract.

**10. ATTORNEY FEES.** In the event there is any litigation or arbitration arising out of this agreement, the prevailing party shall be entitled to its reasonable attorney fees and costs.

**11. INSURANCE AND DEPOSITS.** Owner will procure at Owner's expense and before the commencement of any work hereunder, fire insurance with course of construction, vandalism and malicious mischief clauses attached, such insurance to be a sum at least equal to the contract price with loss, if any, payable to any beneficiary under any deed of trust covering the project, such insurance shall also name the Contractor and any subcontractor as additional insured, and to include sufficient funds to protect Owner, Contractor, subcontractors and construction lender as their interests may appear. Should Owner fail to do so, Contractor may procure such insurance as agent for and at the expenses of Owner, but is not required to do so. If the project is destroyed or damaged by accident, disaster, or calamity, such as fire, storm, earthquake, flood, landslide or by theft of vandalism, any work done by the Contractor in rebuilding or restoring the project shall be paid by the Owner as extra work. Owner shall obtain and pay for insurance against injury to Owner's own employees and persons under Owner's direction and persons on the job site at Owners invitation.

**12. WARRANTIES.** One year labor warranty on any installation issue will cover labor and materials. Manufacturer defects will be covered under manufacturer's warranty. Labor warranty does not cover any damages to the roof deemed an act of God. This includes but not limited to lightning, gale force winds (winds over 50 mph), tornado, violent storm, or hail. Labor warranty becomes effective when Contractor has been paid in full on insurance adjuster RCV estimates. All installs from quotes, warranty is available for purchase above cost of roof. Two year and five year warranties are available.

**13. DEDUCTIBLE.** Failure to pay Deductible in full, will result in all labor warranty being void. Deductible must be paid by completion of roof.

**14. PAYMENT.** Upon satisfactory payment being made for any portion of the work performed, the Contractor shall, prior to any further payment being made, furnish to the persons contracting for the improvement, a full and unconditional release from any claim or Mechanic's Lien, for that portion of the work for which payment has been made. Balances over 60 days past due not due to insurance companies are subject to 15% APR.

**15. DELAYS.** Contractor agrees to start and diligently pursue work through to completion, but shall not be responsible for delays for any of the following reasons: failure of the issuance of all necessary building permits within a reasonable length of time, funding of loans, disbursement of funds into funding control or escrow, acts of neglect or omission of Owner or Owner's employees or Owner's agent, acts of God, acts of terrorism, stormy or inclement weather, strikes, lockouts, boycotts, or other labor union activities, Extra Work ordered by Owner, acts of public enemy, riots or civil commotion, inability to secure material through regular recognized channels, imposition of governments priority or allocation of materials, failure of Owner to make payments when due, or delays caused by inspection or changes ordered by the inspectors of authorized governmental bodies, or for acts of independent contractors, or holidays, or other causes beyond Contractor's reasonable control.

You the buyer may cancel this contract anytime prior to midnight of the third business day after the date of this transaction. After such time the price of the insurance claim or contract price plus collection costs, attorney fees and court cost will be due.