

**Home Roofing, Inc.**

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35753 US Hwy 19N Palm Harbor, FL 34684  
727-781-ROOF (7663) • Fax 727-785-7663

**PROPOSAL / CONTRACT**



<b>SUBMITTED TO:</b>
Name:
Address:
Phone:
Email:

**“Top Quality Roofs!”**

**ROOF INSTALLATION**

NOTE: It is up to the homeowner to remove or cover items stored in the attic area and to clean the attic area of debris that may filter through the cracks of the old roof sheathing.

- Obtain permit
  - Remove existing \_\_\_\_\_ down to wood deck
  - Nail all decking with 2 1/2 inch 8d ring shank nails
  - Install \_\_\_\_\_ lb. roofing felt
  - Option: Peel-and-stick upgrade SWR secondary water barrier \$ \_\_\_\_\_ additional
  - Install 6 inch drip edge color of choice \_\_\_\_\_
  - FOR TILE: Birdstop color choice \_\_\_\_\_
  - Replace all lead boots over existing pumping pipes
  - Replace all galvanized roof vents
  - Install 16”, 26 gauge galvanized flashing in all valleys
  - Install:
    - Aluminum Roof Vent    GAF Cobra II Ridge Vent
    - Off the ridge vent    OC VentSure
  - Install:
    - 25 year shingles    Tile
    - 30 year shingles    Metal
    - Lifetime shingles

Manufacturer: \_\_\_\_\_

Style:  3-Tab    Dimensional

Color: \_\_\_\_\_
  - Clean and haul away all debris
- Price: \$ \_\_\_\_\_

**FLAT ROOF INSTALLATION**

NOTE: It is up to the homeowner to remove or cover items stored in the attic area and to clean the attic area of debris that may filter through the cracks of the old roof sheathing.

- Obtain permit
  - Remove existing \_\_\_\_\_ down to wood deck
  - Nail all decking with 2 1/2 inch 8d ring shank nails
  - Install base-sheet 43 lb., 75 lb. or peel-and-stick
  - Install 6 inch drip edge color of choice \_\_\_\_\_
  - Install all lead boots
  - Install all galvanized roof vents
  - Install modified bitumen— 12 year limited warranty
- Color \_\_\_\_\_
- Manufacturer \_\_\_\_\_
- Install \_\_\_\_\_ ply hot mop system
  - Clean and haul away all debris
- Price: \$ \_\_\_\_\_

**ADDITIONAL WORK / REPAIR WORK**


**FINANCING AVAILABLE**

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All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to all building codes. All labor guaranteed for \_\_\_\_\_ years from date on contract.

**WE HEREBY PROPOSE** to furnish material and labor - complete in accordance with the above specification, for the sum of:

Amount \$ \_\_\_\_\_ Deposit \$ \_\_\_\_\_

**NOTE:** Gutters may need to be removed and re-installed for this system. (Although every measure will be taken to salvage any existing gutter system that may not be replaced at this time, we cannot guarantee against incidental damage that may occur. We recommend that all gutters be replaced at this time due to possibilities of incidental damage.)

**WOOD REPLACEMENT:** Price includes \$ \_\_\_\_\_ of wood replacement if needed. (Includes: Labor, delivery of wood, removal of old wood and hauling of debris.) All wood replacement will be replaced as needed if the homeowner is not present on the job.

**NOTE:** Homeowner agrees to pay for all additional wood replacement needed, which will be an additional charge (refer to wood sheet schedule) unless stated in proposal. \_\_\_\_\_

**ACCEPTANCE OF PROPOSAL:** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be outlined above.

Signature \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_ Job Date \_\_\_\_\_

1. **PAYMENT:** Owner expressly agrees that the term "Payment Upon Completion", or similar language describing the same general idea, means that all monies due are payable to contractor on demand when the job is substantially complete or substantially performed. At the time of demand, Owner may withhold a sum of money equal to the fair value of the work to be completed until the work is so complete. In order to withhold any money, the Owner must present to the Contractor a written list of the work he is withholding funds for and include a signed statement that is the complete list of all work to be done, providing the work is part of the contract. Owners failure to tender payment to a performing Contractor or Subcontractor may subject the Owner's property to applicable liens by the Contractor or Subcontractor in Order to enforce payment. All coupons must be presented prior to signed contract or before commencement of job. Coupons and discounts cannot be combined with any other promotions, offers or with the use of payment with credit cards. Credit card processing fee: 3% of the amount being charged.
2. **FINANCING:** If the owner fails or refuses to deliver upon demand of the Contractor the instruments required for financing, the full amount of the balance shall become due and payable upon substantial completion or at the Option of the Contractor. Such a failure of refusal shall constitute a breach of contract. In the event that this contract is to be paid in installments, the Contractor shall have the right to arrange for financing through any person, firm or corporation legally authorized to do such financing in which case the Owner agrees to execute all instruments required by such agency or Contractor upon demand of the Contractor or agency. Financing fee for Wells Fargo Bank: 5% processing fee assessed on amount being charged.
3. **CONTRACTOR:** Shall not be liable for, without limitation, damage to driveways, sidewalks, lawns, screen enclosures, sprinkler systems, gardens, septic systems, drain fields, shrubbery, flower beds, garage doors or foundations and other structures, buildings, or portions thereof, as a result of work performed by CONTRACTOR. Contractor shall not be responsible for injuries to customer and anyone other than our employees for falling off ladder or roof. Contractor will not be responsible for interior damages due to any employees, inspectors, homeowners, etc. falling through the roof due to bad (rotted, soft, wet) wood, stucco work, old skylights, or bad flashing. Homeowner is responsible for satellite dish removal, installation, and re-positioning.
4. **LATE CHARGES:** Owner will pay Contractor a late charge of \$45.00 and a Finance Charge of 10% per month on any of the Final Invoice Price when due. Payment is due upon completion within 7 business days.
5. **ATTORNEY'S FEES:** If Owner defaults in payment as provided for in this contract Owner maybe charged attorneys collection fees upon the unpaid balance, whether upon a note or otherwise, in the amount of 30% of the sum then due.
6. **MATERIALS:** All work and material delivered to the premises, whether actually incorporated in the property or not, are to be considered the property of the Contractor until, it has been paid for. Owner agrees that the Contractor shall have access to the Contractor's materials at all reasonable times until the same have been paid for in full. All excess materials not incorporated into the work performed shall be considered the property of the Contractor, and Contractor may remove any materials if the Contract is not paid when due. Shingles are delivered by a separate supply house not affiliated by contractor.
7. **SELECTION OF MATERIALS:** Contractor and Owner mutually agree that any selection, makes or model numbers that are not described in the contract will be chosen by the Owner at the Contractor's showroom/office or by the Contractors production department personnel at the Owner's residence. If a product is not available, both the Contractor and the Owner will mutually agree on a substitution. Prices in materials are subject to change due to an increase in costs of goods or services resulting from circumstances such as federal mandates, embargoes, economic turmoil, military conflict, strikes, war (whether declared or undeclared), riots, delays by carriers, delays in shipment, etc., or receipt of materials from suppliers, shortage of materials, or delayed production dates specifically tiles, contractor has the discretion to take the necessary precautions to the flashing or replacement of skylights to ensure a complete roof system. Contractor will not be responsible for debris falling inside from skylight install it is homeowner's responsibility to cover furnishings. Contractor not responsible for original skylights that are not replaced and or for skylights that are special order due to non-standard size.
8. **WARRANTY:** Contractor guarantees that the materials used in the work will be of standard quality and will be installed or applied in good and workmanlike manner. These LIMITATIONS apply to his warranty.
  - A. Contractors warranty is as stated and will not exceed manufacturers warranty.
  - B. Contractor will not be responsible for 1) Roof maintenance. (2) Any roof damage resulting from winds above 70 MPH and greater. (3) Damage to roof material, installation or property as a result of improper roof drainage (4) Damage or leaks caused by any installation on or through the roofing material installed by other than No. 1 Home Roofing Inc., unless letter or diagram approved by No. 1 Home Roofing Inc.
  - C. Damage due to: Settlement, distortion, failure or cracking of the roof deck, walls or foundations of the structure, 1) Infiltration or condensation of moisture in, through or around walls, copings, building structure or underlying or surrounding materials, including tie-ins to adjacent roof systems.
  - D. Chemical attack on membrane or material as a result of exposure to chemicals, including but not limited to, aliphatic or aromatic solvents. chlorinated hydrocarbons, turpentine, oils, organic or inorganic polar mater materials: Or Vandalism.
  - E. Contractor will not be responsible for acts of nature such as fires, floods and heavy rains, drought, hurricanes, earthquakes or freeze thaw conditions or any other condition beyond his control: Contractor will not be responsible for water damage to interior of property.
  - F. Guaranties and material warranties effective upon payment of balance in full.
  - G. Warranty service expense is the responsibility of the CONTRACTOR during the warranty period. Any service call due to neglect, misuse or improper maintenance caused by the OWNER will be at the expense of the OWNER. If there is no problem found during a service call, payment for service is the OWNER'S responsibility.
  - H. If balance of invoice is not paid in full, service warranty is null and void.
9. **NATURE OF WORK:** Contractor is not responsible for structural integrity, design or building code compliance or any work done to property that has not been properly permitted, or to poor workmanship from builder or to skylights that are not standard size or are homemade.
10. **ENTRY:** Owner authorizes the Contractor to enter upon the Owner's premises. Owner agrees to obtain consent to enter upon adjoining neighbors' premises, if necessary, in order to enable the Contractor to perform and complete the work mentioned in this contract.
11. **FLAT ROOFS:** It shall be the responsibility of the homeowner to notify contractor of any known drainage problems on low slope and or flat roof areas. Contractor will not be responsible for any ponding water longer than 48 hours. If tapered system or drains are deemed necessary it shall be billed separately. There will be an increase in price if flat roof is done separately.
12. **LICENSES, PERMITS, SAFETY RULES, BUILDING CODES, ZONING ORDINANCES AND OTHER LAWS:** Contractor shall be responsible to Customer for obtaining any and all licenses and building permits which are legally required to perform the Contract. Contractor shall also be responsible to Customer for the Contract's being performed in compliance with all applicable safety rules and all existing building codes, zoning ordinances and other laws. If a change occurs to any applicable safety rule, building code, zoning ordinance or other law which requires additional goods and/or installation services and to perform the contract, Customer agrees to pay Contractor the cost and reasonable profit or such additional goods and/or installations services. Contractor is not responsible for plumbing, water lines, electrical lines, ac lines or any wires not ran properly or per code.
13. **GOOD FAITH:** The Owner represents that the Owner knows of no impediment, legal or financial, which would prohibit Owner from fulfilling all of Owner's obligations under the contract. The Owner's representations are made with the understanding that the Contractor is relying on them in accepting arid performing this Agreement and in furnishing the materials and labor specified.
14. **CANCELLATION OF THE CONTRACT:** After the third business day after signing the contract, there will be a \$65.00 processing fee as well as any costs of permits, and securing and/or restocking materials will be billed to the homeowner. All cancellations must be in writing.
15. **CONTRACTOR:** Shall not be responsible for any damages caused by delays. It is agreed that the Contractor should be permitted to execute its work without interruption. If it is delayed at any time by any act or neglect of the Owner, or the Owner's representatives or employees, or any other contractor employed by the Owner, or any changes ordered in the work, the Contractor shall be reimbursed or paid for additional expense or damage. This shall include loss of equipment caused by said delay. In all cases involving work stoppage, extra work, changes or cancellation, it is agreed that the Owner will pay or reimburse the Contractor for its full cost of labor and materials, plus 15% overhead, plus 10% profit. Contractor shall not be held liable for any damage or delays resulting from accidents, storms, floods, earthquakes, war, government controls, strikes, acts of God or any other accidental or natural causes, or any damage of delay beyond Contractor's control. Contractor is not responsible for price inflation and or increases due to national disasters, shortage of materials, increase in fuel/crude oil hurricanes, floods, tornados and or acts of God.
16. **SCHEDULING:** Start date assigned is an anticipated date, this date is subject to change due to weather conditions, delays in unfinished job stated prior to your commencement, and conditions beyond Contractor's control, (flu season, incidentals, accidents, etc.)
17. **ANY UNSEEN OR HIDDEN PROBLEMS:** Any necessary materials (wood, etc.) needed to be replaced that was not seen that needs to be replaced to correctly complete the job as per contract will be done with consideration to homeowner notification but will be completed as scheduled. Homeowner agrees to pay reasonable cost for labor and material of such necessary work, to complete job as contracted. Contractor only replaces rotted wood, unless specified otherwise in writing. Contractor will not be responsible for any bowed wood or dips in roof. If deemed necessary to be corrected it shall be invoiced separately. If flashing on skylights and or chimneys are found deemed necessary to be replaced it is homeowner's responsibility for the stucco costs. It is homeowner's responsibility to prime and paint new wood. Old skylights cannot be warranted if option to replace is declined.