

Roof Replacement Proposal



The Roofer You Can Count On Since 1989

www.WestfallRoofing.com

Mailing Address: 5413 W. Sligh Avenue Tampa, FL 33634

Office: 844-LUV-WEST(FALL)

Your Roofing Consultant:

Email:

Westfall Roofing proposes to Supply & Install the following according to Florida Building Code and | or Manufacturers' Specifications

Customer's Name	Date
Address	
Phone	Email
Property Description Additional Contact Info	

Shingle Roof Installation

Preparation

- Obtain and post local permits in accordance with local laws.
- Prep and file Notice of Commencement.
- Due care taken to protect home exterior, shrubs, and landscaping.

Removal & Decking / Wood

- Inspect & repair all rotten / deteriorated wood and replace. Paint not included.
- Fasten roof decking to current code and standards.

Underlayment

- Install leak barrier along all valleys.

Flashings - Eave - Color: _____ (Customer Initials _____)

- Install 6" steel drip edge on all perimeter eaves and rake edges.
- Inspect & repair all roof to wall L flashings. Additional charges may apply.
- Install new lead pipe boot flashings. 1.5" _____ - 2" _____ - 3" _____ - 4" _____
- Install new kitchen and or bath fan vents. 4"G _____ - 10"G _____
- Apply spray paint to all penetrations. Color: _____

Starter

Shingle - Shingle - Color: _____ (Customer Initials _____)

Hip & Ridge

Ventilation

Final & Clean Up

- Remove and dispose of all debris and magnetically sweep premises.
- Final inspection to be completed by Westfall Roofing Project Supervisor.
- Manufacturer's Warranty is to be registered after final payment has been received.

Warranty



Notes & Additional Services

Large empty box for notes and additional services.

Additional Layer(s) Removal - Additional Charges May Apply

- _____ per square for the removal of each additional layer of roofing material outside of the scope of work proposed above.

Wood Allotment - Additional Charges May Apply

If wood allotment is exceeded, the additional charges will be assessed to the final invoice of this project. (See Extras / Woodwork Clause - Page 3)

All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above scope of work involving extra costs will become an extra charge in addition to the quoted price. Our workers are fully covered by Workmen's Compensation insurance. All documents consist of this proposal, the terms and conditions, all documents referenced therein are incorporated herein by reference.

Credit Card Transactions - A 2.45% Credit Card Convenience Fee will be added to any payment using a credit card.

Deposit - A Deposit of 10% of the proposed total is due at the time signing of this agreement.

Final Payment- Final payment is due upon completion of roof replacement.

Withdrawal - This proposal will be subject to withdrawal if not accepted within 30 days.

I HAVE READ AND UNDERSTAND THIS PROPOSAL, THE TERMS AND CONDITIONS AND ALL DOCUMENTS REFERENCED AND AGREE TO BE BOUND BY THEIR TERMS.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are Satisfactory and are hereby accepted. Contractor is authorized to do the work as specified. By signing below, Customer acknowledges that Customer is the owner of the property where work is to be performed.

Customer's Signature: _____

Date: _____

Flat Roof Installation

Preparation/Substrate

Base

Cap Color: _____

Warranty

Sub Total: _____



- ✓ 100% Warranty coverage on the entire roof system
- ✓ Material, Tear-Off, & Disposal for 50 years (Non-Prorated)
- ✓ Manufacturer's Backed Lifetime Workmanship Warranty
- ✓ Includes all labor and materials required to repair or recover your roof for applicable defects.

Applies to Residential Homes Only
One Time Transferable

Sub Total: _____

Accessories

Color: _____

Sub Total: _____

Proposed Roof Replacement Total

Roof Replacement Total	---

Finance Option:

With Approved Credit Application - Monthly Payment As Low As:

The labor, materials & equipment required for this job will be furnished by Westfall Roofing Total:

Respectfully Submitted,

By: _____

WESTFALL ROOFING



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Mailing Address: 5413 W. Sligh Avenue Tampa, FL 33634

Office: 844-LUV-WEST(FALL)

CCC056392

Licensed. Bonded. Insured.

Notes / Addendum

Customer's Name		Date
Address		
Phone	Email	
Property Description Additional Contact Info		

Terms & Conditions

See "Roof Replacement Proposal" if applicable. This document serves as an Addendum or Notes/Comments page to the "Roof Replacement Proposal."

CUSTOMER INITIALS _____

STATE OF EMERGENCY DISCLOSURE

NOTICE OF CANCELLATION

YOU, THE RESIDENTIAL PROPERTY OWNER, MAY CANCEL THIS CONTRACT WITHOUT PENALTY OR OBLIGATION WITHIN 10 DAYS AFTER EXECUTION OF THE CONTRACT OR BY THE OFFICIAL START DATE, WHICHEVER COMES FIRST, BECAUSE THIS CONTRACT WAS ENTERED INTO DURING A STATE OF EMERGENCY BY THE GOVERNOR. THE OFFICIAL START DATE IS THE DATE ON WHICH WORK THAT INCLUDES THE INSTALLATION OF MATERIALS THAT WILL BE INCLUDED IN THE FINAL WORK ON THE ROOF COMMENCES, A FINAL PERMIT HAS BEEN ISSUED, OR A TEMPORARY REPAIR TO THE ROOF COVERING OR ROOF SYSTEM HAS BEEN MADE IN COMPLIANCE WITH THE FLORIDA BUILDING CODE.

CUSTOMER(S) SIGNATURE: _____ DATE: _____

Extras / Woodwork Clause			
SIZE	DETAILS	PRICE	UNIT
FASCIA / TRIM			
1 x 2		\$4.95	Per Foot
1 x 4		\$8.00	Per Foot
1 x 6		\$9.50	Per Foot
1 Tiered Combo Fascia Replacement		Additional \$1.00 LF	
2 Tiered Combo Fascia Replacement		Additional \$2.00 LF	
RAFTERS			
2x4; 2x6 Rafter Tail Replacement - Up to 3 LF Long		\$35.00 Per Tail	
2x4; 2x6 Rafter Tail Replacement - Up to 4-6 LF Long		\$70.00 Per Tail	
PLYWOOD			
1/2"		\$105.00	Per Sheet
5/8"		\$115.00	Per Sheet
3/4"		\$125.00	Per Sheet
FLASHINGS			
Bird Box - Critter Box Installation Small		\$125.00	Per
Bird Box - Critter Box Installation Large		\$250.00	Per
Metal Kicker - Install new kicker along roof to wall transition.		\$50.00	Per
Roof to Wall Flashing and Counter Flashing - Exterior L Flashing w/ Termination Bar.		\$30.00	Per Foot
GUTTER			
Gutter - Existing - Complete Removal & Re-installation of Existing Gutters w/ Downspouts		\$5.00	Per Foot
FASCIA			
Vinyl / Aluminum - Existing - Fascia Re-Installation		\$5.00	Per Foot
SOFFIT			
Vinyl / Aluminum - Existing - Soffit Re-Installation		\$5.00	Per Foot
ADDITIONAL LAYERS OF ROOF MATERIAL			
Removal of each additional layer of shingles or roof coverage system outside of the scope of work proposed on		\$65.00	Per Square
Removal of each additional layer of roofing underlayment outside of the scope of work proposed on page 1		\$15.00	Per Square
<p>EXTRAS / WOODWORK CLAUSE: Westfall Roofing (Westfall) will inspect the roof decking, fascia boards, soffits, and rafter tails for any rotten or damaged wood. All deteriorated wood fascia, wood soffit, rafter tails will be replaced. Additional charges are to be assessed at the time of final invoicing of the roof replacement project. If the Owner is not home, adequate photos are to be taken to support the woodwork / extra services which are completed by Westfall. Replacement of woodwork does not include any damages discovered caused by termites or structural damage (i.e., trusses, beams, bearing walls, etc.). Westfall will not be responsible for any bowed wood, dips or deflections in the roof decking. If deemed necessary for correction, it shall be separately invoiced as a Change Order.</p> <p>Westfall is NOT responsible for painting any replaced wood. Due to the vulnerability of water damage during the roof replacement project, and Florida Building Codes, Owner agrees to let Westfall replace wood at the prices specified above at Westfall's discretion. If unforeseen circumstances are discovered during the roof replacement project, a Change Order will be provided to the Owner. If the Owner is not available or is not responsive to Westfall's request to review the Change Order, Westfall will proceed with all work that is required to satisfy all Florida Building Code requirements.</p> <p>Pricing is for whole units of wood type, only divisible by half quantities. Pricing is for removal of rotten/damaged wood & installation of new applicable wood type. Charges include labor, materials, clean-up, and disposal.</p> <p>Material Increase Disclaimer: Due to the recent spike in demand and cost for construction materials, lumber prices may fluctuate based on market price after the acceptance of this proposal/contract without the need for a written change order or amendment to the proposal/contract.</p>			
<p>Acceptance of Woodwork Clause: (Owner) The above prices and conditions are satisfactory and are hereby accepted.</p>			
Date Proposal was written.		CUSTOMER INITIALS _____	

TERMS AND CONDITIONS

- General.** This proposal is subject to change without notice and is automatically withdrawn on the 15th day following the date of issue if not accepted in writing and a copy of this proposal returned to Westfall Roofing ("Contractor"). **If the customer cancels this Agreement prior to the start of work, Customer is liable for 15% of the total Agreement price as liquidated damages, because Contractor is unable to accurately measure its damages for the cancellation of the Agreement.** By executing this Agreement Customer and Contractor agree that the liquidated damages amount is not a penalty. Contractor reserves the right to withdraw this proposal at any time prior to its acceptance or to cancel this Agreement prior to commencing work if the cost to complete the work varies from the initial standard pricing due to a typographical or mathematical error. In the Agreement, the word "or" is not exclusive, (b) the word "including" is always without limitation, (c) "days" means calendar days (d) singular words include plural and vice versa.
- Access.** Customer shall provide Contractor with adequate access to electricity and other utilities as needed, the work site, and the work area adjacent to the structure. Customer represents to Contractor that all of the existing surfaces are suitable to receive the materials identified in the scope of work. Customer shall provide Contractor with access to deliver and/or remove materials and debris. Prior to the commencement of work, Customer shall provide Contractor with access to the interior of the structure, upon reasonable notice by Contractor, to inspect the premises for stains, ceiling damage and/or structural damage. Contractor shall not be responsible for any pre-existing stains, ceiling damage and/or structural damage. Customer shall provide Contractor with all information necessary to prepare the Notice of Commencement. Customer and/or Owner shall hold harmless and indemnify Contractor from all damages, liabilities, attorney's fees and expenses incurred due to the Customer and/or Customer's failure to fulfill its duties under this paragraph.
- Payment Terms.** Unless otherwise provided herein, for all shingle and flat roof replacement projects, Customer shall pay Contractor 10% of the total Agreement amount upon execution of the Agreement and the Customer shall pay the remaining balance *IN FULL* within (1) day from the date of *SUBSTANTIAL COMPLETION* of the work. Unless otherwise provided herein, Customer shall make payment to Contractor as follows for all tile and metal roof projects: Customer shall pay an initial payment of 25% of the total Agreement amount upon the execution of the Agreement; 25% of the total Agreement amount immediately upon dry-in; 25% of the total Agreement amount when the tile/metal is delivered; and Customer shall pay the remaining balance *IN FULL, within one (1) day from the date of SUBSTANTIAL COMPLETION of the work. The total Agreement amount, including the charges for all additional wood and changes/extras outside the scope of work identified herein, shall be payable to Contractor in accordance with the Agreement.* Contractor reserves the right to require a deposit in excess of 10% and Customer hereby waives the requirements of 489.126 Fla. Stat. If after the work under and pursuant to this Agreement has been substantially completed and full completion of the work is delayed including, but not limited to, delay in completion of the final inspection, through no fault of Contractor, Customer agrees to make payment to Contractor as outlined in this Agreement. By executing this Agreement, Customer authorizes Contractor to perform a credit check on Customer. Customer shall pay interest at the rate of 1 1/2 % per month (**ANNUAL PERCENTAGE RATE OF 18%**), unless otherwise required by law, on the balance of any and all unpaid amounts. Payments received shall be applied first to interest on all outstanding invoices and then to the principal amount of the oldest outstanding invoices. No portion of the agreed upon payment may be withheld, back charged or used as a setoff of the agreed upon payment amount without the written consent of Contractor. Customer acknowledges and agrees that it has an independent obligation to pay Contractor. If Customer fails to make payment to Contractor within seventy-five (75) days of the due date, Customer's account may be turned over to a third-party collection agency. Contractor shall be entitled to recover from Customer all costs of collection incurred by Contractor, including attorney's fees, costs, and expenses incurred whether or not litigation is initiated. If there is an increase in the price of materials charged to the Contractor in excess of **five (5%) percent**, subsequent to making this Agreement, then the price set forth in this Agreement shall be increased without the need for a written change order or amendment to the Agreement to reflect the price increase and additional direct cost to the Contractor. Contractor shall submit written documentation of the increased charges to the Customer. If any line item increases in excess of 10% subsequent to the making of this Agreement, Contractor may cancel this Agreement for its convenience. If Customer fails to pay Contractor in accordance with this Agreement, then Contractor may, at its sole discretion, suspend performance of all work, suspend shipments and/or warranties until full payment is made, and/or terminate this Agreement. If a suspension occurs that is not caused solely by the Contractor, the Agreement sum shall be increased by the amount of contractor's reasonable costs of shut-down, delay and start-up. In the event that any specified material or equipment becomes unavailable either temporarily or permanently after the contract is executed, provided that such availability is a result of factors beyond Contractor's control, then in the event of temporary unavailability, the contract time shall be extended to reflect the duration of time that the Contractor is delayed by the unavailability, and in the case of permanent unavailability, the Contractor shall be excused from providing said material or equipment and allowed to provide an available substitute. To the extent an available substitute is provided by Contractor under this provision, any increase in the cost between the originally specified material or equipment and its substitute shall be paid by the Customer to the Contractor.
- Site Conditions.** Should the Contractor discover concealed or unknown conditions in the existing structure that vary from those conditions ordinarily encountered and generally recognized as inherent in the work of the character identified in this Agreement, then the Agreement amount shall be equitably adjusted upon notice thereof from the Contractor to the Customer.
- Gutters and Sealed Attic Liability Exclusion:** Contractor shall not be liable for any roof or structural related issue arising out of or relating to combining a sealed attic system with a self-adhered underlayment, and Customer agrees to indemnify and hold harmless Contractor for any and all damages arising out of said condition. Customer understand that during the course of the re-roof installation, Contractor may need to remove and reinstall gutters. Customer further acknowledge that the removal and reinstallation of gutters is unavoidable, and that it carries with it a risk of damage to the gutters and the property regardless of the quality of care exercised by Contractor. In consideration of Contractor's agreement to perform the re-roof installation and associated removal and reinstallation of any gutters, Customer hereby waives and releases any and all claims or causes of action that Customer may have against Contractor for damage to the gutters.
- Existing Skylights and Drainage Disclaimer:** Unless the scope of work of this contract includes replacement of the skylights and/or the roof system's existing drainage, i.e., the existing drains, scuppers, downspouts, gutters, and other ancillary drainage components as may be applicable for the particular project, Customer hereby agrees to and acknowledges that Contractor shall have no liability or responsibility for leaking of the skylights or the improper or inadequate functioning of the drainage, or any damage arising out of, caused by, or related to same, including, but not limited to, water backup, ponding water, leaks, damage to the roof and areas adjacent thereto, as well as partial or complete roof collapse.
- Restrictions and Requirements.** In the event that state, county, or municipal codes or regulations require work not expressly set forth in this Agreement or that differ materially from that generally recognized as inherent in work of the character provided for in this Agreement, extra costs for Contractor's labor and materials shall be the sole obligation of the Customer. If the substrate roof condition results in ponding pursuant to the Building Code and modifications are required to correct the roof so ponding will not occur, Contractor will notify Customer and Customer shall pay Contractor for it. Prior to executing this Agreement, Customer shall notify Contractor in writing of all property/deed restrictions and/or covenants that relate to or restrict the improvements contained in this Agreement. Contractor shall not be responsible for work performed that does not comply with or conform to the property restrictions/covenants. Customer shall pay Contractor for all work in violation of any covenant/restriction if Customer failed to notify Contractor in writing prior to executing this Agreement.
- Customer Protection of Property.** Customer acknowledges that the price of the work to be performed anticipates the use of heavy equipment and or trucks to rooftop materials. Driveways, curbs, lawns, or walkways may be cracked or damaged because of the weight of the equipment or trucks. Similarly, although Contractor will take best efforts to safeguard against damage, it is possible that damage from equipment or trucks could occur to septic tanks, pipes, or utility lines. Accordingly, Contractor disclaims liability for any cracks or damages caused to the driveway, curbs, lawns or walkways as well as damage to sprinklers, septic tanks, pipes, or utility lines. If Customer would prefer the Contractor to hand load the materials, Customer must notify Contractor in writing prior to signing the contract and the price adjusted accordingly.
- Clean Up.** The Contractor shall be responsible for the removal of job-related debris from the outside of the structure and shall leave the premises in an orderly condition. However, the Customer understands that it is impossible to clean up all roofing materials and there may be some nails left behind as well as granules and other small roofing materials. The Contractor will not be held liable for any damages or injuries that this leftover roofing debris may cause.
- Additional Protection Provisions:** Contractor shall not be responsible for damage to person(s) or property caused by nails on the property. Customer shall take the appropriate precautions to protect the property and to avoid damages or injury caused by nails. Contractor's warranty does not include roof tile slippage on a mortar or foam type tile roof system on roofs with a pitch greater than 4/12 that are not mechanically fastened. **GIVEN THE NATURE OF THE WORK AND THE HIGH FREQUENCY OF RAINSTORMS OCCURRING THROUGHOUT THE STATE OF FLORIDA ON ANY GIVEN DAY, CUSTOMER AGREES TO HOLD CONTRACTOR HARMLESS FOR ANY WATER INTRUSION THAT OCCURS WITHIN THE PROPERTY DURING THE PERFORMANCE OF THE WORK OR WHILE EMERGENCY TARPING OR UNDERLAYMENT ARE IN PLACE PRIOR TO FULL ROOF REPLACEMENT.** Customer agrees that under no circumstances shall Contractor be held liable for water intrusion that occurs from the date Contractor commences work on the project through the date of completion of such work, so long as such damage is not caused by the Contractor's sole negligence. Customer shall be responsible for removing, installing, and re-positioning satellite dish(es), solar panel(s), lightning rod(s), etc. Customer shall secure and protect all personal items in advance of construction and shall protect or remove all wall hangings and such other items not customarily or permanently affixed until the work is complete. Unless otherwise specified, there is no specific completion date for Contractor's work. Contractor will perform the work within a reasonable time and in a workmanlike manner. The cost for testing and abatement of asbestos and lead is the sole responsibility of the Customer. As part of the roofing process, odors and emissions from roofing products will be released and noise will be generated. Customer shall be responsible for indoor air quality during the work and shall hold Contractor harmless, indemnify and defend Contractor from any and all claims, actions, proceedings, and complaints arising out of or relating to fumes, odors, and/or the indoor air quality during Contractor's performance of the work. If Customer requests Contractor to install permanent safety brackets to the subject roofing system, Customer hereby authorizes Contractor and its subsidiaries, affiliates, employees, agents, suppliers, and subcontractors to have sole access to use the safety brackets during Contractor's performance of the work. Accordingly, Customer hereby releases, acquits and forever discharges, and shall indemnify and defend Contractor from any and all claims, demands, damages, rights, and causes of action of every kind, nature and description whatsoever, arising out of or by reason of or in any manner connected with unauthorized use of safety brackets by Customer or any third party.
- Choice of Law, Venue and Attorney's Fees.** This Agreement shall be governed by the laws of the State of Florida. Venue of any proceeding arising out of this Agreement shall be **Hillsborough County, Florida.** The non-prevailing party in any legal or equitable action arising out of or relating to this Agreement including arbitration, administrative, appellate and/or bankruptcy proceedings shall reimburse the prevailing party on demand for all attorney's fees, costs, and expenses incurred by the prevailing party in connection with the action.
- Arbitration.** At contractor's sole election, if a dispute shall arise between Contractor and Customer with respect to any matters or questions arising out of or relating to this Agreement or

the breach thereof, such dispute, other than collection matters, shall be decided by arbitration administered by and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof. However, in the event there is litigation over the enforcement of a collection matter or construction lien, the parties **KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF OR PERTAINING TO THE AGREEMENT, NY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PERSON OR PARTY RELATED TO THIS AGREEMENT; THIS IRREVOCABLE WAIVER OF THE RIGHT TO A JURY TRIAL BEING A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.**

13. **Damage Limitation.** In no event, whether based on contract, warranty (express or implied), tort, federal or state statute or otherwise arising from or relating to the work and services performed under the Agreement, shall Contractor be liable for special, consequential, punitive, or indirect damages, including loss of use or loss of profits. Contractor and Customer agree to allocate certain of the risks so that, to the fullest extent permitted by law, Contractor's total aggregate liability to Customer is limited to the dollar amount of the Agreement for any and all injuries, damages, claims, expenses or claim expenses including attorneys' fees arising out of or relating to this Agreement regardless of whether it is based in warranty, tort, contract, strict liability, negligence, errors, omissions, or from any other cause or causes.
14. **Warranties.** Unless otherwise provided: **THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** All warranties/guarantees provided by Contractor, if any, shall be deemed null and void if Customer fails to strictly adhere to the payment terms contained in the Agreement. All warranties and guarantees if any, provided under the Agreement are solely for the original Customer and are non-transferable, unless otherwise agreed to by Customer and Contractor in writing. Any express warranty provided, if any, by Contractor is the sole and exclusive remedy for alleged construction defects, in lieu of all other remedies, implied or statutory. Warranties to be issued upon completion and full payment of this Agreement. If there is a breach in the applicable Manufacturer's warranty according to the stated terms and conditions of the warranty supplied, at that moment, this would simultaneously void Contractor's warranty and all of Contractor's responsibility and liability to correct, supplement, rectify, fix, etc. any and all issue(s) because of the breach in the Manufacturer's warranty.
15. **Claims.** It is Customer's duty to notify Contractor in writing within three (3) days of the occurrence of any claim, defect or deficiency arising out of work, services or materials provided by Contractor under this Agreement ("Occurrence"). Failure of the Customer to provide written notice of the Occurrence shall result in the Customer waiving all claims that may be brought against Contractor arising out of or relating to the Occurrence, including claims arising in law, equity, contract, warranty (express or implied), tort or federal or state statutory claims.
16. **Acts of God.** Contractor shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, weather, accidents, fire, vandalism, federal, state or local law, regulation or order; work stoppage or slowdown in the progress of the work as a result of the ongoing COVID-19 pandemic whether such stoppage or slowdown in the progress of the work is at the direction of a private actor, government entity, or caused by an outbreak related to COVID-19, or any locally, state, or federally declared epidemic or pandemic strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor; changes in the work and delays caused by others. In the event of these occurrences, Contractor's time under this proposal shall be extended for a time sufficient to permit completion of the Work.
17. **Unforeseen Decking Lines.** Installation of a new roof to the deck area of the building requires nails and/or screws to be inserted into the deck area. By code, electrical, telephone and security wiring and air conditioning wiring and lines should not be installed directly beneath the roof deck. If Customer is aware of these or any other such lines, Customer must notify Contractor immediately as the Contractor will not be responsible for the puncture of improperly installed lines or lines within three inches of the roof deck. Customer accepts full responsibility for any repair or replacement that may be necessary.
18. **Customer Delay.** The Parties agree that the Contractor should be permitted to execute its work without interruption. If Contractor's work is delayed at any time by any act or neglect of Customer and/or Customer's representatives, employees, agents, guests, or invitees, or any other contractor employed by the Customer, or by any changes ordered in the work, then Contractor shall be reimbursed or paid for all additional costs or damages incurred as a result. This shall include damages related to lost use of equipment caused by the delay.
19. **Contractor's Default.** If the Customer believes the Contractor to be in breach of this Agreement, Customer shall give Contractor at least seven (7) days written notice and the opportunity to cure or such additional time as is reasonably necessary to cure the alleged breach, before declaring the Contractor in default of this Agreement.
20. **Disclaimer.** Contractor disclaims all liability for all claims, disputes, rights, losses, damages, causes of action or controversies ("Claims") pertaining to mildew, algae, fungus, mold, and/or other indoor air allergens ("Mold") including Claims arising out of or relating to the detection, removal, disposal, or remediation of Mold, whether those Claims arise in law, equity, contract, warranty, tort, or federal or state statutory claims, and whether those Claims are based on the acts or omissions of Contractor or individuals or entities under Contractor's control. The Customer is solely liable and responsible for all damages, whether actual or consequential, caused by Mold and incurred by Customer, Contractor or third parties, and agrees to indemnify and hold harmless Contractor from any and all Claims arising out of or relating to Mold.
21. **Working Hours.** The proposal is based upon the performance of all work during Contractor's regular working hours, excluding weekends and National holidays. Extra charges will be made

for overtime and all work performed other than during Contractor's regular working hours if required by Customer.

22. **Materials.** All materials and work shall be furnished in accordance with normal industry tolerances for color, variation, thickness, size, weight, amount, finish, texture and performance standards. Specified quantities are intended to represent an average over the entire roof area. Contractor is not responsible for the actual verification of technical specifications of product manufacturers, i.e., R value, ASTM or UL compliance, but rather the materials used are represented as such by the manufacturer. Where colors are to match, Contractor shall make reasonable efforts using standard colors and materials, but disclaims liability and does not guarantee a match. All unused materials supplied by Contractor shall remain the property of Contractor and will be removed by Contractor upon completion of the work. Metal roofing and especially lengthy flat span sheet metal panels will often exhibit waviness, commonly referred to as "oil-canning." Oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by the Contractor. Contractor is not responsible for oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified. In the event of impending high wind conditions, hurricanes, tornados, or other adverse weather conditions, if Contractor is requested to remove/reposition product from/on the job site, Contractor shall use its reasonable efforts (subject to weather conditions, life/safety concerns and manpower/equipment constraints) to comply with the request. Customer agrees to promptly pay Contractor for these extras services. Contractor is not responsible for defective products if Contractor did not know such products were defective prior to the installation of same. As such, Contractor is not responsible for any costs, damages, claims, etc., associated with any remediation of supposed harm caused by a defective product. A defective product shall not be grounds to withhold payment or reject the work performed by Contractor. Although rare, the materials installed on the project may leach or cause a residue to form. This condition normally referred to as "tobacco juicing" does not affect your warranty or the performance of your roof system. Therefore, Contractor disclaims all liability related to any leaching or formation of tobacco-juicing residue that may form.
23. **Punch List Items.** Contractor shall notify Customer when the Project reaches substantial completion. Customer shall be entitled to conduct a single, final walkthrough with Contractor and issue a punch-list for any repairs or corrections necessary to complete the work in accordance with the Contract Documents ("Punch List Items"). Contractor shall provide a list and expected completion date for any Punch List Items if such work shall require more than 7 days to complete. Any items identified within the punch-list that consist of additional work or work beyond the scope of an agreed upon change order shall be treated as a change order. The Parties agree that any work requested after the creation of the punch-list is either a change order or warranty claim. Upon Contractor's communication to Customer that work is complete except for identified Punch List Items, Customer shall pay Contractor all but 5% of the contract price pending the completion of the identified Punch List Items. The remaining 5% owed shall be paid within twenty-four (24) hours of receiving notice that all Punch List Items are complete. If Customer believes that the Punch List Items are not all completed, such communication must be made to Contractor within twenty-four (24) hours of receiving notice that Punch List Items are complete, and the Contractor must be provided access to inspect claimed non-completed Punch List Items within three (3) days of Customer's notice to Contractor of said belief or else such claims are waived by Customer.
24. **Insurance.** Contractor shall carry worker's compensation, automobile liability, commercial general liability and any other insurance coverage required by law. Customer shall procure and maintain property insurance sufficient to cover the total value of the project (builder's risk "all risk" policy, homeowner's property coverage, etc.), which coverage shall be primary and non-contributory to any of the Contractor's insurance policies while the Work is in progress and regarding any property damage, water intrusion, theft, vandalism, wind storm, flood, fire, and/or other losses occurring prior to Substantial Completion.
25. **Use of Photo and Likeness.** Customer consents to photographs/videos/images being taken of his or her residence and agrees to allow his or her photo, video, or likeness to be used for any legitimate purpose by Contractor or its partners, producers, sponsors, organizers, and assigns, including but not limited to promotional and marketing uses. Customer will not be entitled to inspect or approve versions of any media prior to its use by Contractor, nor will Customer be entitled to receive any payment for any such use by Contractor. Customer grants to Contractor all copyrights and other rights it may have in any media created and distributed by Contractor including, without limitation, any right to copy, edit, change, or transfer the media.
26. **Disclosure of Contact Information.** By executing this Agreement, Customer consents to Contractor disclosing his or her name, address, phone number, and e-mail address to suppliers and manufacturers for purposes of fulfilling Contractor's obligations under the Agreement.
27. **Construction and Interpretation.** Each provision of the Agreement shall be construed as if both parties mutually drafted this Agreement. If a provision of this Agreement (or the application of it) is held by a court or arbitrator to be invalid or unenforceable, that provision will be deemed separable from the remaining provisions of the Agreement, will be reformed/enforced to the extent that it is valid and enforceable, and will not affect the validity or interpretation of the other provisions or the application of that provision to a person or circumstance to which it is valid and enforceable. Headings are for convenience only and do not affect interpretation. This Agreement records the entire agreement of the parties and supersedes any previous or contemporaneous agreement, understanding, or representation, oral or written, by the parties. All documents/exhibits referred to in this Agreement are an integral part of the Agreement and are incorporated by reference. This Agreement incorporates the documents entitled "Proposal," "Roof Replacement Proposal," "Limited Workmanship Warranty," if any, and "Statutory Warnings," as well as any other document signed by both parties as part of this Agreement. Customer represents that it has read and fully understood the Contract Documents, or has had an opportunity to consult with counsel, prior to executing this Agreement. In the event of a conflict between this Agreement and any other Contract Document, these terms and conditions shall govern. Any indemnification, hold harmless, and/or duty to defend provision herein shall survive the termination of this Agreement.