

Roof Repair Order Contract Terms

Affordable Roofing by John Cadwell, Inc. is represented as A/R

AUTHORIZATION TO PROCEED WITH PROPOSED WORK: I, the undersigned, am owner and/or authorized representative (hereinafter "Owner") of the property at which the work mentioned above is to be done. I hereby authorize you to perform said work, and to use such labor, materials and equipment as you deem advisable. Owner must be present during commencement of work. Payments shall become due upon date of Invoice from A/R. Interest will accrue immediately at the rate of 2.0% monthly on all late payments and shall be added to any unpaid balance. Limited Labor Warranty provided by A/R is not valid for any work not paid in full within 10 days from date of Invoice. Roof Repair Orders and Warranty issues will be honored during normal business hours. After Hours rate may apply for work performed outside normal business hours. A/R may pursue legal action and/or engage a collections agency as a result of any default in payments under this Roof Repair Order. All attorneys' fees and charges for such actions will be added from the date of the Roof Repair Order at the maximum allowed by law. The prevailing party to any litigation shall be entitled to recover reasonable attorneys' fees. Owner acknowledges that A/R cannot guarantee that the area repaired is the only area where repairs may be necessary. A/R does not guarantee that the work performed in accordance with this Roof Repair Order will correct any problem specified on the description of complaint. Owner must retain this Roof Repair Order for Warranty purposes. Materials are covered by available Manufacturer Warranty only. Any payment under this contract shall be construed as an acceptance of work done up to the time of such payment. Owner acknowledges that A/R's Limited Labor Warranty only covers labor performed in roof area specified. This Limited Labor Warranty specifically excludes any products or any consequential damages from any repairs. This Limited Labor Warranty is Non-Transferable.

A/R shall pay all valid bills and charges that A/R has directly contracted for labor, materials and equipment arising out of the Roof Repair Order and will hold Owner of the property free and harmless against all claims of lien filed against the property to the extent Owner has made full payment pursuant to this contract and Owner is not in any form in breach of this contract.

Owner is responsible for securing the property, covering all areas of concern outside, removing all breakable items from walls and shelves inside the home prior to installation. A/R will not disarm, arm, remove, install or reinstall a security/alarm system. Owner is required to have a certified radon remediation expert remove and/or disconnect any radon remediation equipment prior to commencement of work and to have it reinstalled after completion of work. Owner agrees to repair all damages to interior of building.

During the course of any roof removal or repair, dust and debris may fall into the space below the roof. A/R shall not be responsible for any damage or injury to any person or property as a result of this debris. It is recommended that all items be removed from the spaces below the roof area being worked on and these areas should also be covered with plastic sheathing prior to the commencement of the work by the Owner.

A/R agrees to commence work within the scheduled dates and within ten days after the last occurrence of the following (1) the building site has been properly prepared for construction by the Owner, and (2) the materials required are available to A/R. A/R agrees to prosecute work thereafter to completion, and to complete the work within a reasonable time, subject to extensions of time as permitted under this contract and (3) owner has paid all required deposits in full.

"YOU, THE BUYER MAY CANCEL THIS TRANSACTION AT ANY TIME IN WRITING PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THE TRANSACTION WITH ALL MONEY RETURNED IN FULL" s. ch 501. If the Owner cancels this Contract after the expiration of the cancellation period authorized by Section 501.031, Florida Statutes, A/R shall be entitled to liquidated damages in the amount of 30% of the total Contract price. The said amount of 30% is fixed and agreed on by and between A/R and the Owner because of the impracticability and extreme difficulty of ascertaining the true value of damages which A/R will sustain by Owner's cancellation of this Contract, some of which are indefinite and not susceptible of easy proof, said amount is agreed to be a reasonable amount of damage which A/R will sustain.

All returned checks for any cause are subject to a fee according to Florida State Statue Chapter 832. Any warranties provided by A/R shall be null and void to the extent any other person or party not authorized by A/R performs any services or changes to the work performed by A/R. The price quoted for purposes of establishing the Contract price was based on market prices at the time the Contract was executed. The parties recognize that these prices may increase during the course of construction. In the event of such increase in prices for labor, material, or equipment, A/R shall be entitled to an adjustment in the contract price based on actual costs of labor, material, and equipment.

All changes, additions, alterations or deviations requested by Owner shall be done in writing and approved by both parties. Any said changes, additions, alterations or deviations requested by Owner will not take into effect and no work on said changes shall begin until said changes are done in writing on an A/R Change Order and/or A/R Additional Work Authorization form signed by both parties. Changes in carpentry work, hauling to or from the premises; other than originally ordered, will be considered extra work and charged for A/R shall have no responsibility to perform any changes, additions, alterations or deviations until such time as Owner has signed the A/R Change Order and/or A/R Additional Work Authorization form. Owner also agrees to pay A/R its normal selling price for such request plus a charge of \$150.00 per occurrence. The parties agree that the total price under this Contract shall be increased by the price of any additional work and that all terms and conditions of this Contract shall apply equally to such additional work. Owner agrees to reimburse A/R for any additional costs incurred by A/R as a result of any changes in building codes, zoning laws, regulations, or inspections by any public authority. Owner shall be responsible for any damages incurred by A/R as a result of any materials or labor performed by any party not authorized by A/R on any portion of the work in progress. Any changes made under this Contract will not affect the validity of this document.

Owner expressly waives any claims for incidental or consequential damages arising out of this Contract, including but not limited to defects or loss occasioned or resulting by the Owner, Acts of God, terrorism, war, riots and/or other causes beyond the control of A/R, accidents to the ceilings or fixtures attached directly to the roof rafters or roof sheathing. Owner agrees that its sole remedy, if any, shall be A/R's Limited Labor Warranty.

A/R is not a licensed architect or engineer and does not provide architectural, engineering or consulting services. It is the Owner's responsibility to retain a licensed architect or engineer to determine structural integrity and proper design, including that the design is in compliance with applicable ordinances, codes and regulations. If plans, specifications or other design documents have been furnished to A/R, customer warrants they are sufficient and conform to all applicable laws and building codes. A/R is not responsible for any loss, damage or expense due to defects in plans or specifications or building code violations unless such damage results from a deviation by A/R from the contract documents. Customer warrants all structures to be in sound condition capable of withstanding normal activities of roofing construction equipment and operations and the work that is to be performed. A/R is not responsible for location of roof vents, drains, adequacy of drainage or ponding on the roof.

A/R is not responsible for leakage through the existing roof or other portions of the building that have not yet been repaired by A/R. A/R is not responsible for damages or leaks due to existing conditions or existing sources of leakage simply because the A/R started work on the building. Owner warrants that the structures on which A/R is to work are in sound condition and capable of withstanding normal activities of roofing construction equipment and operations. Owner represents that there is no plumbing and/or electrical conduit embedded in the existing roofing or attached directly or indirectly to the underside or topside of the roof deck upon which A/R will be performing roof work. Owner will indemnify A/R from any personal injury, damage, claim or expense due to unsafe structural conditions and the presence of electrical conduit, shall render the conduit harmless so as to avoid injury to A/R's personnel, and shall compensate A/R for additional labor, materials and equipment resulting from the presence of these items.

Limited Labor Warranty on Repairs: A/R provides the following Limited Labor Warranty upon completion of this repair order and after receipt of payment in full. A/R agrees to repair any leak recurring in the same roof area as specified in this Roof Repair Order for the term stated from date of Invoice. Owner specifically acknowledges that this limited warranty applies only to leaks recurring in the roof area specified in this repair order only. A/R will perform a maximum of two (2) return service calls, not to exceed the original total roofing labor cost of the Roof Repair Order, per service call. A/R's Limited Warranty does not cover any cancelled Roof Repair Orders.

Notice of claims, changes, request for service:

All Notices, Claims, Changes and/or request for Service must be done in writing via the **Labor Warranty Claim** form online at <http://affordableroofingfl.com/contact-us/roofing-warranty-options/warranty-request/>. All work is to be completed during normal working hours from 8 am to 4 pm Monday thru Friday, No Holidays and an adult over the age of 18 must be at the property. Warranty work provided after hours will be subject to an afterhours fee. Claims pursuant to this Warranty must be submitted in writing, together with proof of contract along with application date to A/R within 5 days after occurrence of alleged defect and while under coverage, A/R may require a detailed description along with photographs at owner's expense. A/R agrees to perform a Roof Exam within 30 days of receipt of notification. A/R, at its sole discretion determines items are a result of defective workmanship and is within the coverage term, and then A/R shall provide Owner the labor to make the repairs by A/R which are not to exceed the original cost of the labor installation. Owner is responsible for the cost of the materials. If causes of items are not covered under A/R's Limited Workmanship Warranty as deemed by A/R, A/R will not be responsible for cost of any repairs and/or consequential damages and Owner agrees to pay A/R for the Roof Exam.

Coverage/Limitations/Exclusions:

This Warranty does not apply to, nor shall A/R and/or insurer be liable for:

1. Failure of any product used on roof and/or labor performed except those provided and installed by A/R and covered by this warranty.
2. A/R does not guarantee the material or labor of items such as caulking materials, sealant, reflective coatings, painted surfaces or metal materials or the possible failure of these items.
3. Damage and/or leaks due to causes beyond normal use, and services including but not limited to:
 - (a.) Natural disasters such as floods, lightning, hurricanes, hail, driven rain, wind-storms, wind gust, earthquakes, fire, wood rot and/or other acts of God; or
 - (b.) Traffic on the roof and/or impact of falling objects; or
 - (c.) Improper use of structure and/or products; or
 - (d.) Any change to the building's basic usage unless approved in advance in writing by A/R.
4. Inadequate ventilation.
5. Settlement of building, underlying roof, ponding of water along with other structural failures or changes such as to roof and/or flashing but not limited to:
 - (a.) Cracks and/or buckling in, but not limited to, decks, walls, partitions, foundations, trusses, windows and/or other structures; or
 - (b.) Stoppage or lack of positive drainage including, but not limited to, lack of adequate drainage to promptly and completely remove water from the roof area; or

- (c.) Placement of any additional structures on the roof (such as, but not limited to, equipment or framework used in connection with air conditioning units, television and/or radio antennae, satellites, signs and/or water towers, solar panels) ; or
 - (d.) Deposits or use either organic and/or chemical solids and/or liquids including, but not limited to, painting, cleaning solutions, coatings, animal fat, and/or grains.
6. Variations in the color of products.
 7. Damage to or Failure of Roof caused by or contributed to, but not limited to:
 - (a.) Riots, war, vandalism and/or terrorism; or
 - (b.) Termites, insects, squirrels and/or other animals; or
 - (c.) Moisture entering the roof system through walls, copings, structural defects, or any part of the building structure, including from adjacent buildings; or
 - (d.) Products and Accessories not provided and installed by A/R; or
 8. Any work done concerning the structure under contract without prior written approval by A/R.
 9. Alleged or actual damages/claims as a result of mold, algae, fungus and/or mildew directly and/or indirectly.
 10. Work and/or damages caused by others not authorized by A/R.
 11. Tie in to existing roof systems are not covered unless the roof in its entirety is installed by A/R.
 12. Failure of any material or accessory.
 13. Manufacture defects and/or defective products.
 14. Any work pursuant to the Contract if Contract is not paid in full within 10 days of completion (invoice date).
 15. A/R does not waive any rights under this limited warranty by refraining to exercise its rights in full in one or more instances.

Owner is responsible to immediately protect and secure all items if an alleged Warranty Claim occurs. A/R, at its sole discretion, determines the result of defective material and/or labor is within the coverage term, then A/R shall provide Owner with labor to repair or replace the defective roof area which is not to exceed the original total roofing labor cost of the Roof Repair Order.

A/R shall be entitled to a reasonable extension of time to complete its work under this Contract if A/R is delayed in its work by any of the following: (a.) the acts of Owner or his agents or employees or those claiming under agreement with grant from Owner, (b.) any Acts of God which A/R could not have reasonably foreseen and provided against (c.) stormy or inclement weather which necessarily delays the work (d.) any strikes, boycotts or like obstructive actions by employees or labor organization and which are beyond the control of A/R (e.) extra work requested by the Owner (f.) terrorism, war, riots (g.) failure of Owner to promptly pay for any extra work. A/R has the sole option to terminate this Contract if the work is stopped for more than fourteen (14) days for any reason outside of A/R's control. A/R shall be entitled to receive payment for all labor, materials, and equipment supplied, ordered, and/or executed plus any other loss sustained along with 10% of the contract price in the event it exercises its right to terminate the contract as set forth herein.

A/R shall at its own expense carry all worker's compensation insurance, waivers and public liability insurance necessary for the protection of A/R and Owner during the progress of the work. Owner agrees to procure at his own expense, prior to the commencement of any work, fire insurance with Course of Construction, all Physical Loss and Vandalism and Malicious Mischief clauses attached in a sum equal to the total cost of the improvements and/or replacement of loss. Such insurance shall be written to protect the Owner, A/R and Lien Holder, as their interests may appear. Further, Owner is to provide proof of Home Owners Insurance prior to the commencement of any work under this contract. Should Owner fail to do so, A/R may procure such insurance, as agent for Owner, but is not required to do so, and Owner agrees on demand to reimburse A/R in cast for the cost thereof.

Any controversy or claim arising out of or relating to this contract shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction. The Arbitration proceedings shall take place in Osceola County, Florida. The parties will equally share the cost of the Arbitrator. Owner must notify A/R in writing of any conflicts that may arise. Said notice must be done by certified mail return receipt. A/R shall make reasonable efforts to resolve conflicts after receipt of notice. A/R will respond to Owner's notice within 30 days of receipt of the notice. If the parties agree to a resolution of the dispute without arbitration, the parties will memorialize their resolution of the dispute in writing and will have said agreement notarized. Should either party hereto bring a dispute to arbitration and judgment is awarded to A/R, A/R shall respectively receive all arbitration cost, court cost, reasonable attorney's fees, taxable cost and interest. Unless otherwise noted in this agreement, the price quoted does not include repairing, replacing, painting, cleaning and/or removing fascia, trim, sheathing, factors, underlayment, structural members, siding, masonry, vents, roofing, caulking, valleys, metal edging, flashing of any type, soffit, chimneys, chimney caps and/or covers, gutters, solar panels, antennas or satellite dishes. If, during the course of work, it should become apparent that any such portions of the structure should be repaired, replaced and/or removed Owner may authorize A/R to do such additional work and charge Owner for the additional labor, material and equipment required plus a reasonable profit.

Owner hereby grants to A/R the right to display signs and advertise at the building site. Owner also agrees to allow A/R to photograph and/or video tape the property for but not limited to the fitness and/or advertising purpose. In the event Owner authorized access through adjacent properties for A/R's use during construction, Owner is required to obtain permission from the Owner(s) of the adjacent properties for such access. Owner agrees to be responsible and to hold A/R harmless and accept risks resulting from access through adjacent properties. The Owner is solely responsible for providing A/R, free of charge, prior to the commencing of construction with such water, electricity and refuse removal service at the job site as may be required by A/R to offset the construction cost covered by this contract. Owner shall provide, free of charge, a toilet during the course of construction when required by law. A/R shall not be responsible for damage to existing walks, curbs, driveways, structures, cesspools, septic tanks, sewer lines, water or gas lines, arches, shrubs, lawn, trees, clotheslines, telephone and electric lines, screens, gutters, solar panels, sprinkler systems, lightning rods, antennas, satellite dishes or reception by A/R, sub-contractor, or supplier, incurred in the performance of work or in the delivery of material for the job. Owner hereby warrants and represents that he shall be solely responsible for all materials on site and the conditions of the building site over which A/R has no control and subsequently results in damage to the building or injury to persons or property.

A/R agrees to complete the work in a substantial and workmanlike manner but is not responsible for failures or defects that result from work done by others prior to, at the time of, or subsequent to work done under this agreement, failure to keep gutters, downspouts and valleys clear of leaves or obstruction, failure of the Owner to authorize A/R to undertake needed repairs or replacement of fascia, vents, defective or deteriorated roofing or roofing felt, trim, sheathing, rafter, structural member, siding, masonry, caulking, metal edging, flashing, etc., of any type. Upon written request by Owner available material warranties shall be provided by A/R and/or the manufacturer of the material used in the construction. Warranties expressed only in writing pertain to manufactures' warranty of materials.

A/R shall have the right to immediately stop work if payments are not made to A/R when due. If any payments are not made to A/R when due, Owner shall pay A/R additional interest at the rate of 2.0% monthly of the amount of such payment. If the work shall be stopped and/or delayed by the Owner for a period of 14 days and/or contract cancelled by owner then A/R may at A/R's option, demand and receive payment for all labor, materials, and equipment supplied, ordered, and/or executed plus any other loss sustained along with 10% of the contract price. In the event of work stoppage for any reason, Owner shall provide for protection of and be responsible for any damage or loss of material(s) on the premises.

In the event that any conflict exists between any estimate of costs of construction and the terms of this Contract, this Contract shall be controlling. A/R may substitute materials that are equal in quality as A/R deems, to those specified if A/R deems it advisable to do so without prior approval from the Owner/Agent. A/R retains the right to cancel this Contract at any time for convenience.

Owner agrees that they shall not disparage A/R or any of its officers, directors, or employees in regards to any manner arising out of or relating to this Contract. For purposes of this clause, "disparage" shall mean any negative statement, whether written or oral, specifically including but not limited to, online postings and reviews. The parties acknowledge and agree that this non-disparagement clause is a material term of this Contract, and A/R would not have entered into the Contract without this non-disparagement clause. If Owner violates the non-disparagement clause, A/R shall be entitled to liquidated damages in the amount of the total Contract price. The said amount of the total Contract price is fixed and agreed on by and between Owner and A/R because of the impracticability and extreme difficulty of ascertaining the true value of damages which A/R will sustain by Owner's violation of this non-disparagement clause, some of which are indefinite and not susceptible of easy proof, said amount is agreed to be a reasonable amount of damage which A/R will sustain.

CHAPTER 558 NOTICE OF CLAIM

CHAPTER 558, FLORIDA STATUTES CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT IN YOUR HOME. SIXTY DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVER TO THE OTHER PARTY TO THIS CONTRACT A WRITTEN NOTICE REFERRING TO CHAPTER 558 OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTERESTS.