

Terms and Conditions

1. The Owner may cancel this contract within 3 days of the signature date without penalty. Contractor may cancel the contract prior to the commencement of work. If work has begun or materials have been ordered, the contract cannot be cancelled. If the contract is cancelled after the 3 days from signature date there will be a 5% charge based off the contract total before tax.
2. The Owner is entitled to a copy of this contract at the time of signature.
3. Upon signature of Owner and Contractor this proposal becomes a binding contract and is the entire agreement between parties. All change orders (except unsuitable wood) shall be in writing and signed by both the Owner and the Contractor.
4. Roofing Experts Inc. shall at its own expense, obtain all licenses and permits necessary for the work to be performed.
5. Warning: Roofing operations are at times noisy and may cause unavoidable vibrations. Owner should protect or remove any valuables which might be dislodged from walls, shelving or ceilings and calm or relocate pets as needed during the roof installation.
6. Contractor may, at its discretion, engage subcontractors to perform work hereunder, provided Contractor shall fully pay subcontractor and in all instances remain responsible for the proper completion of this contract.
7. Owner shall supply water and electricity as needed and provide suitable access to the property. Contractor assumes no liability for cracks to driveways, sidewalks, or for damages to landscaping. Roofing Experts Inc. will take precautions to minimize these potential problems. If necessary, tree trimming is the Owner's responsibility (unless otherwise stated in this contract).
8. Contractor shall not be liable for any delay due to circumstances beyond its control, including strikes, casualty, or unavailability of materials and inclement weather. If roofers are unable to access the property at the pre-scheduled time, there will be an additional rescheduling fee of \$75.00
9. Contractor will take reasonable care to disconnect any mechanical equipment that must be moved during the roofing work. Contractor is not liable for failure of the equipment to operate properly after reinstallation, including but not limited to air conditioners, swamp coolers, duct work and stands, P.V.C. and water lines, solar units, skylights, pest control devices, satellite dishes and realignment of same.
10. Because ponding and standing of water are caused by factors such as inadequate drainage, deflection and insufficient slope which are beyond the control of Roofing Experts Inc, the Contractor shall not be liable for ponding or standing of water on the roof. If Owner should require an additional estimate to help resolve the problem, Contractor will furnish such estimate at Owner's request.
11. The weight, thickness, color, and other qualities of materials are approximate and are subject to normal industry variation. This proposal is based on a complete job; surplus materials remain the property of Roofing Experts Inc and will be removed in a timely manner.
12. Upon completion of the work, the Owner may inspect the work. If it is deemed unsatisfactory, the Owner may inform Contractor. Final payment or failure to inspect within 5 days constitutes acceptance.
13. Payment is due upon completion of the job. If payment has not been made within 30 days of billing, a late penalty of 10% of the unpaid amount will apply. Finance charges of 1.5% will be assessed after 30 days and each 30 days thereafter. In such case, Contractor may take action, possibly filing a lien, to enforce payment of the agreed price.
14. Roofing Experts Inc. accepts PayPal, VISA and MasterCard for payment. However, an additional 3% charge applies to such transactions.
15. The warranty is solely for the benefit of the Owner. Please contact Roofing Experts Inc. for options regarding transferability.
16. Contractor's warranty is limited to repairing and replacing the roofing material only. Excluded from this warranty are interior damages to the building or its contents including damages caused to the roof by others, or fire, or by Acts of God. The replacement of broken tile does not warranty against leakage unless the underlayment is also replaced. The Owner agrees to maintain homeowners or property insurance and in the event of damages to or loss of property, agrees to make an appropriate claim with their insurance company.
17. Contractor shall not be held liable for drywall, plaster, or stucco cracking caused by change or additional weight during or after roofing or repair. Contractor is not responsible for stucco leaks unless specifically addressed in this proposal.
18. If any provision of this contract is deemed invalid or unenforceable, the enforceability of the remaining provisions will not be affected.
19. In the event of a dispute that cannot be resolved through negotiation, parties agree to submit the dispute to binding, non-appealable arbitration in Maricopa County subject to the Arizona Rules of Procedure for Arbitration and paid for equally. In the event of legal action, the Owner agrees to pay reasonable attorney fees, court costs, and collection fees.
20. To obtain performance of any warranty obligation the contract must be paid in full; then the Owner must notify Contractor of any repairs required through certified mail at the address listed on reverse. Contractor shall then have 90 days to make repairs. Replacement and/or repairs furnished under this warranty do not carry a new warranty, only the unexpired portion of the original warranty.

INSURANCE CLAIMS

21. Roofing Experts Inc. reserves the right to file for supplemental claims due to material or labor price increases, missing materials or labor charges, or if insurance measurements are proven to be incorrect.
22. Roofing Experts Inc. is empowered to contact homeowners insurance carrier and meet with their representative in order to negotiate the payment (as to the amount of damage to listed property), and to discuss the repair or replacement work to be done on the property. Upon insurance carriers and Roofing Experts Inc. agreement to the extent of damages and the cost of fixing them, then may work begin on said property.
23. Homeowner also agrees to provide all necessary documentation for claim, also providing all pertinent documentation to facilitate payment from insurance carrier and/or Mortgage Company

WOOD

24. **WOOD REPLACEMENT CHARGES (PAINT NOT INCLUDED - ASSUMES ROOFING IS ALREADY REMOVED, IF ROOF MATERIALS NEED TO BE REMOVED THEN WOOD REPLACEMENT PRICES DOUBLE).** In order to bring roof up to code, Contractor will replace any deteriorated wood that cannot hold a nail, (with owner's verbal consent.) Plywood replacement is per full sheet or any portion thereof. If your roof deck is weak or deteriorated to the point that workers step or fall through the deck the Owner is responsible for any damages that may occur to the ceiling & contents. A minimum charge of \$50, plus standard length wood will be in effect.

1X4 plank \$3.50/linear foot	½" osb decking \$60/sheet	Trim board \$2.50/linear ft
1X6 plank \$3.75/linear foot	½" cdx plywood \$70/sheet	2X6 fascia \$8.00/linear ft
1X8 plank \$4.00/linear foot	½" adx plywood \$80/sheet	2X8 fascia \$9.00/linear ft
Plywood under A/C, solar, etc. \$6.00/sq ft	5/8" cdx plywood \$90/sheet	2X10 fascia \$10.00/linear ft
Add \$2/linear ft for shiplap or tongue & groove	¾" cdx plywood \$100/sheet	2X12 fascia \$12.00/linear foot

TILE

25. Due to circumstances beyond our control (color fading, discontinued tile, etc.) tiles replaced will not match exactly. We do not identify chipped tiles or hairline cracks as defects. The tile is only the protective covering; the felt underlayment is the waterproofing membrane. Although the concrete tile may last up to 50 years, the felt underlayment may last no more than 15-20 years. Bird stop and ridge closure if requested. **Additional tile replacement includes a minimum charge of \$50 + the cost of each tile. Flat-\$7, Villa-\$9, "S" tile-\$9, Trim-\$12, Clay-\$8, Specialty-\$15.**

HAZARDOUS MATERIALS

26. In the event Roofing Experts Inc. or and subcontractors hired by Roofing Experts Inc. encounters any hazardous materials while performing the work, we may stop work until such time a fee has been negotiated with homeowner and subcontractor for the removal of the hazardous material. Hazardous materials shall mean any materials that because of it quantity, concentration, or physical chemical characteristics may pose a real hazard to human health or the environment. Hazardous materials shall include but not be limited to, flammable and combustible materials, toxic materials, corrosive materials, aerosols, compressed gases, mercury, asbestos, bulk fuels, and medical waste and chemical, biological and radiological materials.

27. Roofing Experts Inc. reserves the right to add an addendum to this contract at any time and all non-roofing trades and subcontractors such as painting and drywall etc. will have additional terms and conditions written on the back of the work scope and will also be an addendum to these terms and conditions.