



Roof Rehab LLC (Versico/Carlisle Factory Installer)
 6560 Ridgeview Dr Morrison, CO 80465
 Phone: (720) 436-2886
 Fax: () -

ESTIMATE

Estimate Number: 1
 04/10/2017

Company Representative
 Ryan Verstreater, RRO
 Phone: (720) 436-2886
 roofrehabonline@gmail.com

Brad Howe
 Signature Services
 10701 Melody Drive, Northglenn, CO 80234
 7207718673

Job: CO-1335: Brad Howe

Roofing Section

	Qty	Unit
Labor only roofing and tear off. Remove existing roof and haul away. (dumpsters by others)	110.00	EA
Install Roofing system per specification Labor only for tear off and installation. (Materials and Delivery by others)	110.00	EA

Polyurea

	Qty	Unit
Install 50 mil min average on walls of upper roof. Furnish and install Versiflex 380 on walls on upper roof deck. (some overspray to the pipes and electrical fitting is unavoidable but is a non issue.)	1.00	EA

TOTAL

\$47,400.00

Property owner ("Customer") and Roof Rehab, LLC. ("Contractor"), hereby enter into this Roofing Agreement ("Agreement") as of the

following date: _____. The address where the services and materials are to be provided is _____

the "Property"). Customer represents that he, she or it is the owner of the Property. The approximate dates of service by Contractor are

_____.

Contractor and Customer agree to the following estimate for work and services at the Property, which includes the scope of roofing services and materials to be provided, as well as the approximate costs of the services based on damages known as of the date of this Agreement.

This estimate is based upon information known at the time of this Agreement and may be revised upon the discovery of new or additional information.

Additional Contract Provisions:

1. Payments, Collection, Legal Fees and Interest. 50% Down On Special Order Materials/Balance payment is do on substantial completion. *The date at which the work or building project, or a designated portion of the work or building project thereof is sufficiently complete, in accordance with the construction contract documents, so that the owner may use or occupy the work or building project or designated portion thereof for the intended use for which it is originally designed and intended for.*

Overdue accounts are subject to interest charged at the rate of 18% per annum or at the highest rate allowed by law. Customer agrees to pay all collection fees and charges including, but not limited to, all legal and attorney fees that are incurred by Contractor should Customer default in payment or other obligations of this Agreement.

2. Cancellation Of Contract: Customer may cancel or rescind this Agreement and obtain a full refund of any deposit given to Contractor if a written cancellation is received by Contractor within 72 hours of entering into this Agreement, via electronic mail or by mail, which is effective upon deposit in the United States mail, postage pre paid, sent to Contractor's physical address as stated in this Agreement. Customer may rescind the Agreement pursuant to Colorado Revised Statute § 6-22-104.

3. Insurance Deductible: If Customer plans to use the proceeds of a property and casualty insurance policy issued pursuant to part 1 of article 4 of title 10, Colorado Revised Statutes, to pay for the roofing work, pursuant to Colorado Revised Statute § 6-22-105, Contractor cannot pay, waive, rebate, or promise to pay, waive, or rebate all or part of any applicable insurance deductible for roofing work on the Property.

4. Contract, Plans, Specifications, Permits and Fees. The work described in this Agreement shall be done according to the plans and the plan specifications (if any) except in the case of conflict when the provisions of this Agreement shall have control over both the plans and the plan specifications. All required building permits will be paid for and obtained by Contractor. All other charges, taxes, assessments, fees etc., of any kind whatsoever, required by any government body, telephone or utility company or the like, shall be paid for by Customer.

5. Installation. Contractor may subcontract any part of, or all of, the work herein.

6. Change Orders. Should Customer, construction lender, or any government body or inspector require any modification to the work covered under this Agreement, any cost incurred by Contractor shall be added to the contract price as extra work and Customer agrees to pay Contractor its normal price for such extra work. All extra work, as well as any other modifications to this Agreement, shall be specified and approved by both parties verbally if needed or in a written change order. All change orders shall become a part of this Agreement and shall be incorporated herein.

7. Customer's Responsibility: Insurance, etc. Customer is responsible for the following:

(a) to see that all necessary water, electrical power, and access to premises are provided on the premises;

(b) to provide a storage area on the premises for equipment and materials;

(c) to relocate and protect any item that prevents Contractor from having free access to the work areas such as, but not limited to, TV or radio antennas, vehicles, tools or garden equipment. In the event that Customer fails to relocate such items, Contractor may relocate these items as required but in no way is Contractor responsible for damage to these items during their relocation and during the performance of the work;

(d) to obtain permission from the owner(s) of adjacent property(ies) that Contractor must use to gain access to the work areas. Customer agrees to be responsible and to hold Contractor harmless and accept any risks resulting from the use of adjacent property(ies) by Contractor;

(e) to correct any existing defects which are recognized during the course of the work. Contractor shall have no liability for, and is not obligated to correct, any existing defects such as dry rot, structural defects, or code violations; and

(f) to maintain property insurance with fire, course of construction, all physical loss with vandalism and malicious mischief clauses included, in a sum at least equal to the Agreement price, prior to and during performance of this Agreement. If the project is destroyed or damaged by an accident, disaster or calamity, or by theft or vandalism, any work or materials supplied by Contractor in re-roofing or restoring, the project shall be paid by Customer as extra work.

8. Delay. Contractor shall not be held responsible for any damage occasioned by delays resulting from: work done by Customer's subcontractors, extra work, acts of Customer or Customer's agents including failure of Customer to make timely progress payments or payments for extra work, shortages of material and/or labor, bad weather, fire, strike, war, governmental regulations, or any other contingencies unforeseen by Contractor or beyond Contractor's reasonable control.

9. Surplus Materials and Salvage. Any surplus materials left over after this Agreement has been completed are the property of Contractor and will be removed by same. No credit is due to Customer on returns for any surplus materials because this Agreement is based upon a complete job. All salvage resulting from work under this contract is the property of Contractor.

10. Cleanup & Advertising. Upon completion, and after removing all debris and surplus materials, wherever possible, Contractor will leave premises in a neat, broom clean condition. Any debris consisting of dust, dirt, asphalt, or small bits of materials that settle into attics, garage areas, or any other area being worked over with open beam ceilings or no attic, is unavoidable and Contractor shall not be responsible for this cleanup. Contractor recommends that Customer lay out drop cloths to protect such areas wherever owner discovers debris infiltration. Customer shall remove any pictures, light fixtures and/or decorations that could vibrate loose and fall. Contractor is not responsible for broken items that may have not been removed or protected by Customer, and in the way of normal roofing practices. Customer hereby grants to Contractor the right to display signs and advertise at the job site for the period of time starting at the date of signing of this Agreement and continuing uninterrupted until fourteen (14) days past the date the job is completed and payment in full has been made. Customer grants Contractor the right to publish the project street address on a "references" list which may be given to prospective customers.

11. Concealed Damage & Dry Rot. Contractor will inform Customer of any dry rot or other sub-roof deterioration which is concealed and is discovered during the course of the work. Contractor is not responsible to repair any such discovered deterioration and any work done by Contractor to remedy such discovered deterioration will only be done as extra work in a verbal or written change order at the customer cost of \$1.65 sq ft plus a \$100 trip charge.

12. Termites, Pests & Hazardous Substances. Customer understands that Contractor is not qualified or licensed as an inspector or

abatement contractor for hazardous materials (as defined by the government), or for pests (including termites). Should any such hazardous materials or pests be suspected to be present on the premises, it is the Customer's responsibility to arrange and pay for inspection and abatement. Contractor cannot certify or warrant that the Property is free of hazardous substances or pests.

13. **Payments Held in Trust.** Contractor shall hold in trust any payment from Customer until Contractor has delivered roofing materials at the premises or has performed a majority of the roofing work at the Property or will pre pay materials from down payments received

14. **Right to Stop Work and to Withhold Payment on Labor and Materials.** If any payment is not made to Contractor as per this Agreement, Contractor shall have the right to stop work and keep the job idle until all past due progress payments are received. Contractor is further excused by Customer from paying any material, equipment and/or labor suppliers or any subcontractors (hereinafter collectively called "suppliers"), during the period that Customer is in arrears in making payments to Contractor for bills received during that same period. If these same "suppliers" make demand upon Customer for payment, Customer may make such payment on behalf of Contractor and Contractor shall reimburse Customer for this amount at such time that Customer becomes current with Contractor for all past due payments. Customer is responsible to verify the true amounts owed by Contractor to these same "suppliers", prior to making payment on behalf of Contractor. Customer shall not be entitled, under any circumstances, to collect as reimbursement from Contractor any amount greater than that exact amount actually and truly owed by Contractor to these same "suppliers", for work done or materials supplied on Customer's job.

15. **Warranty.** Contractor certifies that all labor and materials furnished and work performed by Contractor pursuant to this Agreement is new and of quality and performed in a workmanlike manner and that should any defect be noticed or develop during the warranty period, Contractor, upon notice, will repair or replace the defect or workmanship described.

This warranty is good for _____ years, beginning on the date of inspection of Contractor's work under this Agreement; such inspection to be performed by the government entity responsible for such inspections. In the event an inspection is not performed, the warranty period shall begin upon the receipt of final payment by Customer to Contractor of the contract amount.

This warranty is limited to Contractor's repair and/or replacement, at Contractor's sole discretion, of the work which Contractor agrees to be defective or performed improperly. Contractor shall not be responsible for any consequential damages arising out of any improperly performed work. Contractor's liability under this Agreement, and under this warranty, shall be limited solely to the repair or replacement of the work performed pursuant to this Agreement only. Contractor has no obligation to repair or replace any defects or other deficiencies in workmanship for work which preceded Contractor's work under this Agreement. Contractor also has no obligation to repair or replace any normal wear and tear or normal deterioration of the work performed by Contractor. This warranty shall be void in the event that Customer performs, or Customer contracts to have performed, work which affects, replaces or otherwise impacts the work performed by Contractor under this Agreement. Any warranty claims deemed not valid or the responsibility of Roof Rehab, will be accessed a 55 dollar trip charge.

This warranty is not assignable to any subsequent purchasers of the Property and is personal to the Customer.

16. **Arbitration of Disputes.** Mindful of the high cost of litigation, not only in dollars, but also in time and energy, the parties intend to and do hereby establish the following out-of-court alternate dispute resolution procedure to be followed in the event any controversy or dispute should arise out of, or relating to this Agreement or relating to any change orders or other changes or addendums to this Agreement.

If a dispute develops between the parties to this Agreement, the parties will submit to binding arbitration to address any controversy or claim arising out of, or relating to this contract or relating to any change orders or other changes or addendums to this Agreement. The arbitration shall be conducted by JAG and according to the rules and procedures of the Construction Industry Arbitration Rules of the American Arbitration Association. The arbitration award shall be binding upon the parties and shall be enforceable in any court of competent jurisdiction. Both parties shall share the cost of the dispute resolution process equally up to and including the arbitration hearing although personal attorneys and witnesses or specialists are the direct responsibility of each party and their fees and expenses shall be the responsibility of the individual parties. As part of the arbitration award, the arbitrator(s) shall allocate the fees and costs of the arbitration along with reasonable attorney's fees and other reasonable costs and expenses to the prevailing party in any manner that the arbitrator(s) considers to be reasonable.

NOTICE: By initialing in the space below you are agreeing to have any dispute arising out of this Agreement be decided by arbitration as provided above and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial. Your agreement to this arbitration provision is voluntary.

I Agree to Arbitration: _____
(Initials of Customer)

I Agree to Arbitration _____
(Initials of Contractor)

17. **Governing law.** This Agreement shall be interpreted and enforced pursuant to the laws of the State of Colorado.

.....

Company Authorized Signature

Date

Customer Signature

Date

Customer Signature

Date

