

**Customer Info:**

Job #: 18349
Clauset, Lisa
157 South Buchanan Avenue,
Louisville, CO, 80027
(505) 490-0018

Formula Roofing and Remodeling

4560 Columbine St. Denver, CO 80216

Phone: (303) 600-8696

Fax: (303) 600-8654

Company Representative:

Dustin Pitney

(303) 521-8673

dustin@formularoofing.com

Roofing

Description
- Remove and replace all painted/damaged shingles done during house paint

Total for all sections: \$2,250.00

Total: **\$2,250.00**

1. REVISIONS: This Contract constitutes the entire understanding of the Owner and Contractor with respect to the Work, and no other understanding, collateral or otherwise, shall be binding upon either of them unless memorialized in a separate written document signed by both of them.
2. CHANGE ORDERS: Replacement of Owner's deteriorated decking, fascia boards, roof jacks, vents, flashing, or other material, unless otherwise expressly stated in this Contract, are not included in the figures contained within the front side of this Contract (hereinafter referred to as the "Figures"), and will be charged to Owner by Contractor, and paid by Owner to Contractor in addition to the Figures, on a time and materials basis and pursuant to a written change order signed by owner and Contractor.
3. PAYMENTS: All payments shall be made by Owner to Contractor at Contractor's address listed on the front side of this Contract. Any warranty on the services provided by Contractor in connection with this Contract, whether expressed or implied, are not effective unless and until the Owner has paid the Figures plus the sums contained within any change orders due and payable by Owner to Contractor under this Contract have been paid in full.
4. CASH SALES: All monies are due and payable upon completion of the Work. Any amounts left unpaid after 15 days will be subject to lien and will incur late charges at 1.8% per month for open balances, retroactive to date of completion.
5. COLLECTIONS: Owner shall be liable to Contractor for all of Contractor's costs of collection, including, but not limited to, all court costs, expert witness fees, attorney's fees (both hourly and contingency fees) and all collection agency fees, in the event that Contractor seeks to enforce this Contract against Owner, whether or not Contractor institutes a lawsuit against Owner.
6. WARRANTIES: Contractor warrants all roof replacements performed by it with a 5-year workmanship warranty. Repairs to any roof replacements are covered by a 90-day workmanship warranty. Any labor warranty, express or implied, given by Contractor to Owner in connection with the Work, is void in the event that the Owner's roof is subjected to gale force winds (70 MPH); lightning striking the roof or any surface adjacent to it; hurricane; tornado; hail damage; impacts of foreign objects; other violent storm or casualty; or damage to the Owner's roof due to settlement, distortion, failure or cracking of the roof deck, wall or foundation of the Owner's home.
7. LABOR WARRANTY: The Owner and Contractor agree in the event of breach of any warranty, either expressed or implied, by Contractor for the Work, the liability of the Contractor shall be limited to the labor and material costs of replacing any such defective portion of the Work. The Contractor shall not be liable for any other damages incurred by Owner, whether direct or consequential.
8. MATERIAL WARRANTIES: Owner agrees that material warranties are limited warranties issued by material manufacturers and are subjected to terms and limitations from each manufacturer. Materials used for the Work are covered exclusively by the manufacturer(s) of such materials, and depend on product selection. Contractor will submit a claim on the Owner's behalf with the manufacturer of any such Materials after Owner provides it with notice as to same, and will complete warranty

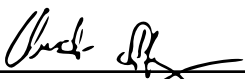
repairs per any manufacturer's request and approval.

9. DAMAGE: The warranty provided by Contractor to Owner for the Work, applies to Owner's roof only. Contractor is not responsible for any damage to interior, rafters, and/or any and all structures of the Property resulting from Contractor's removal of excess layers and/or the vibrations caused by Contractor during its performance of the Work. Contractor is not responsible for any water damage to the interior of the Property or its contents due to water leaks from the Owner's roof after the Work has been performed. In the event of water leaks during the warranty period, Contractor liability shall be limited to labor and material costs of repairing defective Work on Owner's roof only. Contractor shall not be liable to Owner for any cracks or damage to driveways, walkways, or sidewalks, whether or not caused by Contractor and/or its Sub-Contractors. Contractors shall not be liable for any bowed, cracked, or sagging rafters during or after the Work is performed, whether or not caused by Contractor and/or its sub-Contractors, or caused by the material supply company.

10. RESCISSION: Owner has the express right to rescind this Contract and obtain a full refund of any deposit paid by Owner to Contractor in connection with this Contract, within 72 hours after Owner signs this Contract. In the event a contract is cancelled by Owner after this 72 hour period, Owner shall remit 25% of Contract price as stated on this Agreement.

11. INSURANCE CLAIMS: By signing this contract I do hereby give Limited Power of Attorney to Formula Roofing & Remodeling, authorizing my insurance company to speak with my contractor Formula Roofing & Remodeling on my behalf with any and all dealings regarding the current claim listed in this contract. Limited Power of Attorney is to be withdrawn when Formula Roofing & Remodeling is paid in full. Formula Roofing & Remodeling will bill my insurance company for all work, including code required work necessary, which, in most cases, is payable by my insurance company. The insured, will not be responsible for any monies not paid by the insurance company except for the deductible and optional upgrades listed on contract, unless notification is made prior to work being completed, or in cases of "No Code Coverage" or "Non-Recoverable Depreciation" on my insurance policy. Code items are required to comply with city/county code and are not optional. Formula Roofing & Remodeling will request the final inspection with the appropriate City/County Authority. Any additional funds allocated for additional work as part of this claim will be payable to Formula Roofing & Remodeling once the work has been completed and funds have been released. Contractor shall hold in trust any payment received from Owner until Contractor has delivered roofing materials to the site or has performed a majority of the roofing work on the property, whichever occurs first.

This estimate may be withdrawn if not accepted within 30 days.

 _____ Company Authorized Signature	<u>9/6/18</u> _____ Date	_____ Customer Signature	_____ Date
		_____ Customer Signature	_____ Date

This estimate was last edited by Dustin Pitney ((303) 521-8673, dustin@formularoofing.com) on September 06, 2018. The estimate may be withdrawn if not accepted within ____ days.