

RESIDENTIAL ROOFING CONTRACT

CUSTOMER:

Name:			
Contact Person (if customer is a business):			
Billing Address:			
Business Phone:		Fax Number:	
Cell Phone:		Home Phone:	
Email:			
Project Address (if different from the above):			

In consideration of the payments to be made by Customer to [NAME OF CONTRACTOR] (the "Contractor"), whose address is _____ [address of contractor] the parties hereby agree as follows:

1. Contract Documents. The Contract Documents, taken together, shall constitute the entire agreement between the parties pertaining to the subject matter hereof and supersede all other agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or agreements between the parties in connection with the subject matter of the Contract Documents except as specifically set forth therein. The Contract Documents consist of the following:

- (a) this Contract and any drawings, specifications, schedules, addenda or exhibits attached to this Contract;
- (b) additional documents signed by both parties during the course of this Contract. (Extras, amendments and deletions are effective ONLY if documented on a Change Order form or other amending agreement in writing and initialed or signed by both parties); and
- (c) _____.

Discrepancies or omissions in the Contract Documents, site conditions and any work requested in variance of the Contract Documents are considered an extra to the Contract and are not included in the Contract Price. Any additional work required due to site conditions not disclosed to Contractor, or which could not be reasonably anticipated, are not included in the Contract Price and shall be an extra to the Contract Price.

2. Description of Work. Contractor agrees to provide all materials, labor, tools, equipment and supervision required to perform the Work ("Work") set out in the attached Work Schedule, in accordance with the Contract Documents. The Work will be performed between the hours of _____ a.m. and _____ p.m., Monday through Saturday, statutory holidays excluded, unless the parties mutually agree, provided that the Work will be performed only if weather conditions are favorable, in order to ensure an acceptable finished product.

3. Commencement Date & Completion Date. Contractor will commence the Work on or before _____ ("Commencement Date"). Contractor agrees that the Work shall be completed no later than _____ ("Completion Date"), with substantial completion on or before _____. "Substantial completion" means that the Work has been completed (a) to the degree specified for substantial completion or substantial performance under any applicable [State/provincial]

laws; (b) to the point where the project site is ready for use for the intended purpose, and (iii) to the point where an occupancy permit (where the same is required) has been issued.

4. Delays. If Contractor is delayed in the completion of the Work by any act or neglect of Customer, or by any other contractor employed by Customer, by changes ordered in the Work, weather conditions, strikes, lockouts, fire, unusual delay by common carriers, unavoidable casualties, pending arbitration or any other cause beyond Contractor's control, then the time of completion of the Work as set out in paragraph 3 above shall be extended for a period equal to the period of delay of any or all of the above-stated causes. Customer shall have no obligation to grant an extension of time if any delay in completion of the Work was caused, directly or indirectly, from Contractor's breach of this Contract. In the event the Work is delayed due to neglect of Contractor, Contractor agrees to pay the Customer the sum of \$###.## per day as liquidated damages until such time as the Work is completed. In the event of a delay, Contractor must inform Customer as soon as possible of the occurrence of a delay, the reason for the delay and the estimated revised Completion Date.

Both parties agree that should Contractor not be able to commence the Work within ____ days of the Commencement Date due to inability to obtain a building permit or any other cause beyond Contractor's control, either party may cancel the Contract by giving written notice to the other party at such party's address as set out in this Contract. In such event, Contractor's liability to customer shall be limited to the refund of any monies prepaid by Customer hereunder, less any costs or expenses already incurred by Contractor hereunder.

5. Contract Price & Terms of Payment. The Contract Price shall be calculated in the following manner: [choose one]

(a) All inclusive fixed cost of \$_____, plus applicable taxes, to be paid as follows:

Timing of Payment	Amount
Upon execution of this contract	\$ _____
Upon commencement of work	
Upon completion of _____	
Upon completion of the Work	Balance of \$_____, plus taxes of \$_____

(b) Cost plus _____% of cost, plus applicable taxes. Payments shall be due on a _____ [weekly/bi-weekly/monthly] basis, with the balance due upon completion of the Work.

(c) Cost plus \$_____, plus applicable taxes, to be paid as follows:

Timing of Payment	Amount
Upon execution of this contract	\$ _____
Upon commencement of work	
Upon completion of _____	
Upon completion of the Work	Balance of \$_____, plus taxes of \$_____

All payments must be made to Contractor. Any payment made to a subcontractor shall not be deemed to be a payment to Contractor under this Contract. In the event any payment is not paid when due, Contractor may stop work until payment is made. Any overdue installment shall bear interest at the rate of ##% per annum (or the maximum rate allowable by law, whichever is less) from the due date until paid.

THIS IS A 5-PAGE CONTRACT with 2 additional attached schedules. GET THE FULL FORM AT www.megadox.com/d/4824.