

## RESIDENTIAL ROOFING PROPOSAL FORM

Proposal To: \_\_\_\_\_ (herein "Owner") Date: \_\_\_\_\_

Owner Party Address/Phone Number: \_\_\_\_\_

For the Project located at: \_\_\_\_\_

Proposal From: \_\_\_\_\_

Contractor Address/Phone Number: \_\_\_\_\_

We (herein "Contractor") propose to furnish:

### GENERAL CONDITIONS

1. This contract incorporates all of the agreements of the parties to date. Any changes, alterations or additions thereto shall not be binding or enforceable unless approved in writing by both parties.
2. Should leaks occur after completion of installation of the roofing system, inspections or repairs performed by Contractor shall be treated as warranty matters, and such circumstances shall not be grounds for withholding payment of the contract price; provided, however, if the roofing system is installed over an existing system, Contractor shall have no responsibility for water penetration or mold growth that occurs as a result of moisture contained in the old, or former, roofing system.
3. If roof tear-off is to be performed, Contractor shall not be responsible for damages caused by (a) water penetration into the building resulting from moisture contained or trapped in or under the existing roofing system, which is released during tear-off, and (b) penetration of debris, dust, dirt or mold spores into the building resulting from the tear-off. Unless written arrangements are made in advance, Contractor shall not be responsible for damages from leaks through any area of the existing (present) roofing system where Contractor has not performed tear-off surface preparation work.
4. If a warranty of the manufacturer of the roofing system to be installed is to be issued to Owner, a sample copy of such warranty is attached to this contract. Acceptance of this contract by Owner shall constitute acceptance of the terms, conditions and limitations of said warranty.
5. Attached hereto and incorporated herein by reference is Midwest Roofing Contractors Association, Inc. Residential Roofing Limited Two-Year Workmanship Warranty Form No. 2002C, which warranty form will be supplied by Contractor to Owner upon completion of this contract. Acceptance of this contract by Owner shall constitute acceptance of the terms, conditions and limitations of said warranty.
6. Contractor accepts no liability to indemnify or hold Owner harmless for damages to persons or property, except those that are the direct result of Contractor's negligent error or omission which occur during performance of Contractor's work.
7. Contractor reserves the right to cancel this Contract by written notice to Owner within fifteen (15) days of Owner's acceptance thereof, in the event that Contractor, in the reasonable exercise of its judgment, determines that Owner's credit history or rating is deemed insufficient for the purposes of this Contract

### DUTIES AND RESPONSIBILITIES OF CONTRACTOR:

8. Contractor's price includes furnishing all labor, materials and equipment necessary to complete the contract, subject only to latent conditions of the work area, which could not be reasonably anticipated by the examination of core samples, or the visual inspection ordinarily employed in the roofing trade. If such latent conditions cause or require additional labor or material in the performance of the contract, Contractor shall promptly notify Owner of such condition, and such additional material and work will be supplied and performed on a time-and-materials basis by Contractor, unless the parties agree to a stated price for such additional work. Contractor may recover additional cost, overhead and profit for additional work resulting from changes in applicable laws, ordinances or regulations occurring after the date of this proposal.
9. Contractor will perform the work specified herein in accordance with the written specifications, if any, attached to or stated in the contract and the specifications of the Manufacturer of the roofing system to be installed, so that the installation will qualify for the issuance of the Manufacturer's warranty (identified above) to Owner. Contractor shall not be responsible for any defects or deficiencies in said specifications. Contractor EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OR FITNESS FOR ANY PARTICULAR PURPOSE with respect to said specifications. Contractor makes no warranty respecting "Wind Uplift Resistance" of the installed roof system.
10. Contractor warrants that the materials and accessories supplied will be those specified for this Contract and will be new and of recent manufacture and free from obvious defects. Contractor shall not be responsible for latent defects in materials and accessories.
11. Contractor shall not be responsible for damages arising from delay due to inclement weather (including the threat of inclement weather), strikes, fires, accidents, delays in shipment or delivery of Manufacturer's materials, or other causes beyond its reasonable control.

12. Contractor shall advise Owner promptly upon completion of work and submit the same for Owner's inspection. Contractor, conditioned upon Owner's prompt inspection and notification to Contractor of any omitted work, or other discrepancies, will remedy the same if required by the specifications or performance standards of the contract.
13. Contractor will have Worker's Compensation Insurance in limits required by state law and Comprehensive General Liability Insurance coverage in force for all of its operations under this contract.
14. Contractor shall take all reasonable safety precautions with respect to its work, and shall have responsibility for compliance of its equipment and employees with all applicable laws, ordinances, rules, regulations and orders of any public authority for the safety and health of persons on the job site. Contractor shall have specific responsibility for housekeeping in its immediate work area, and will remove rubbish and debris caused by its work.

**DUTIES AND RESPONSIBILITIES OF OWNER:**

15. Owner will pay Contractor (a) the cost of the roofing materials and (b) labor required for job set-up and delivery of materials, when the same are delivered to the job site. Owner agrees that the balance of all sums due under this contract shall be immediately due and payable upon completion of work by Contractor, and that Contractor may charge interest at the annual rate of eighteen percent (18%), unless a lesser percentage is required by law on any sum due under this contract which is not paid within thirty (30) days of its due date. If payments are not made when due, interest, costs incidental to collection and attorneys' fees (if an attorney is retained for collection) shall be added to the unpaid balance. Progress payments will be made by Owner on basis of the work completed per month, based on Contractor's Estimate
16. At the time Contractor commences its work, Owner will provide Contractor with exclusive access and use of all roof areas where work is to be performed and such additional areas as are reasonably necessary for the Contractor to perform its work without interruption. All roof area work surfaces shall be free of debris and in a dry accessible condition. Contractor shall not be required to perform its work while snow or other moisture conditions exist on the roof surface, unless Owner provides for removal or curing of such conditions.
17. Owner shall promptly inspect Contractor's work upon notice of completion, and shall either accept the work or give written notice to Contractor within three (3) days of job completion of any problems pertaining to the work for which any portion of full payment is being withheld. Withheld payments shall be due immediately upon correction of any such problems by Contractor.
18. Owner will rely exclusively upon the warranty, if any, of the manufacturer of any materials that are not specifically described and included in the "sample warranty" attached hereto.
19. Owner shall make no changes in the scope of the roof installation described herein or the specifications that would tend to disqualify the installation from the issuance of the Manufacturer's warranty referred to above.
20. Owner agrees to comply with all roofing system design and construction requirements mandated by law which apply to this roofing project, whether brought to Owner's attention by Contractor, or otherwise, including specifically all applicable building code requirements.
21. Owner warrants that the materials to be installed under the terms of this contract conform to and comply with any applicable deed restrictions and/or homes association covenants/regulations. Owner shall indemnify Contractor against any loss or expense incurred by Contractor arising from any alleged violation of deed restrictions and/or homes association covenants/regulations.

**ARBITRATION, ACCEPTANCE AND EXECUTION**

22. All disputes, claims and questions regarding the rights and obligations of the parties under the terms of this Agreement are subject to arbitration. Either party may make a demand for arbitration by filing such demand in writing with the other party within thirty (30) days after the dispute first arises. Thereafter, arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect.
23. This document, when accepted by Owner, will constitute the entire agreement between the parties hereto, there being no promises or agreements, written or oral, except as herein set forth. Within fifteen (15) days from the date hereof, but not thereafter, Owner may accept this proposal by executing the same in the place provided and returning to Contractor.
24. Owner accepts the total price of \$\_\_\_\_\_ and terms and conditions of this contract on \_\_\_\_\_, 20\_\_.

**ACCEPTED BY:**

By: \_\_\_\_\_  
Owner

**SUBMITTED BY:**

By: \_\_\_\_\_  
Contractor

Title: \_\_\_\_\_

License #: \_\_\_\_\_