

1. Discounts or credits will be honored upon final payment. If additional work is required that is not included in the original scope—whether due to code compliance, concealed damage, multiple roofing layers, deteriorated decking, or other unforeseen conditions—Orange Sky Roofing, LLC will notify the customer and provide a written change order. This applies to both insurance and non-insurance (cash or retail) projects. If your insurer approves work not described herein, any supplemental funds shall be paid to Orange Sky Roofing, LLC by the homeowner upon receipt, including situations where the original contract amount or amount shown on the initial insurance claim summary is later increased.
2. Orange Sky Roofing, LLC employees are prohibited from accepting cash from you under any circumstance. If you have already paid cash, please contact our Customer Service Manager at 833-676-4759. Orange Sky Roofing, LLC accepts several methods of payment, including ACH, which is FREE, as well as payment via credit card, for which a 3.5% convenience fee will be added to your total payment.
3. Orange Sky Roofing, LLC shall have no responsibility for damages from rain, fire, tornado, windstorm, or other perils, as is normally contemplated to be covered by HOMEOWNERS RISK INSURANCE or BUSINESS RISK INSURANCE, unless a specified written agreement is made prior to the commencement of the work.
4. The price on the face hereof does not include expenses or charges for costs beyond normal insurance coverage, code upgrades, including ice shield and decking, and/or any such additional expenses such as deteriorated decking, fascia boards, roof jacks, ventilators, flashing, or other materials. Such costs shall be added to the amount of the contract. In the event that you are liable for any additional charges, you will be provided written notice in advance of such charges being incurred for your written approval, absent emergency or exigent circumstances.
5. Restoration projects are typically challenging in scope and nature. It is common that once the initial scope of work has been completed, open warranty items may remain. As a roofing contractor, Orange Sky Roofing's goal is to complete any open warranty items as quickly as possible, and that process may take up to 2–4 weeks. The homeowner agrees that once the initial scope of work is completed, the full invoice is due. As a courtesy, upon request, Orange Sky Roofing, LLC offers a holdback retention policy that allows the homeowner to withhold a maximum of 5% of the total contract for open warranty items once the initial scope of work has been completed. The 5% holdback is due once the service or punch-list items are complete, and prompt payment is appreciated.
6. Final payment constitutes acceptance of the completed scope of work. Any punch list or warranty work will be scheduled and completed post-payment per Orange Sky Roofing, LLC's standard policy.
7. Homeowner agrees to notify Orange Sky Roofing, LLC in writing of any workmanship concerns and provide a reasonable opportunity to inspect and remedy such issues prior to engaging a third party or withholding payment.
8. Orange Sky Roofing, LLC shall not be liable for damages to the interior or perimeter of the home due to the scope of work being completed, as long as Orange Sky Roofing, LLC took precautionary measures to protect the home. It should be expected that some landscaping will be damaged due to the restoration process and heavy foot traffic. It is recommended that the homeowner remove any landscaping lighting, patio furniture, BBQ grills, or any other removable assets, equipment, or belongings surrounding the home prior to the commencement date. Nail/screw pops within drywall or other interior/exterior walls of the homeowner's property are NOT the responsibility of Orange Sky Roofing, LLC. Typically, nail/screw pops are the result of drywall shifting in a home due to underlying issues that cannot be seen or prevented; a nail/screw pop is what happens when wall studs and drywall contract, causing the nail or screw to pop out from the surface.
9. The homeowner acknowledges and gives consent for Orange Sky Roofing, LLC to use an automatic dialing system and other forms of electronic communications, including but not limited to email and text, at the number(s) provided to Orange Sky Roofing, LLC, including but not limited to the homeowner's cellular/mobile device.
10. In the event that work has not commenced before inclement weather/winter delays the project, this contract will expire in 90 days from the date accepted unless extended in writing by Orange Sky Roofing, LLC and agreed to in writing by homeowner.
11. Orange Sky Roofing, LLC shall not be liable for failure of performance due to labor controversies, strikes, fires, or destructive acts of nature.
12. Orange Sky Roofing, LLC is not responsible for any damages on or below the roof due to leaks by excessive wind driven rain, ice, or hail during the period of the warranty. EXCESSIVE WIND is 60 OR GREATER miles per hour.
13. If, prior to our performance of work, the homeowner cancels this agreement without a legal right to do so, Orange Sky Roofing, LLC is entitled to liquidated damages (and not as a penalty) equal to 10% of the agreement price. This amount is a reasonable pre-estimate of the costs and damages incurred by Orange Sky Roofing, LLC, including restocking fees, administrative burden, and scheduling disruption. Once a deposit is made or materials are ordered on your behalf, this contract is considered active and non-cancellable, except by mutual written agreement. Orange Sky Roofing, LLC reserves the right to recover all associated costs related to cancellation. If a project is canceled after execution, or the homeowner chooses not to proceed for any reason unrelated to denial of insurance claim, all incurred material and labor costs shall be reimbursed to Orange Sky Roofing, LLC. If the homeowner cancels due to claim denial, and materials have already been ordered, homeowner agrees to pay restocking and administrative fees.

Cancellation request: I, _____, wish to withdraw this contract in its entirety.

Signed _____ **Date:** _____

14. Orange Sky Roofing, LLC cannot pay, waive, rebate, or promise to pay, waive, or rebate all or part of any insurance deductible for any insurance claim.
15. Homeowner is solely responsible for selecting all roofing and construction materials, including but not limited to color, style, and manufacturer. Orange Sky Roofing, LLC is not liable for dissatisfaction with material appearance or characteristics once installed. It is the homeowner's responsibility to verify compliance with all applicable HOA, neighborhood, or architectural guidelines prior to material selection or installation. Orange Sky Roofing, LLC shall not be held responsible for violations, fines, delays, or additional costs resulting from non-compliance with such guidelines. All material selections are final upon order and may be subject to restocking or reordering fees.
16. EXCEPT AS OTHERWISE PROVIDED BY LAW, THIS CONTRACT CANNOT BE CANCELLED ONCE WORK IS COMMENCED, EXCEPT BY MUTUAL WRITTEN ARRANGEMENT BY THE PARTIES.
17. IF THE WORK TO BE COMPLETED BY ORANGE SKY ROOFING, LLC DOES NOT RELATE TO A CLAIM ON A HOMEOWNER'S INSURANCE POLICY, PAYMENTS ARE TO BE MADE ½ UPON DELIVERY OF MATERIALS, AND THE BALANCE UPON COMPLETION OF WORK, THIRTY DAYS NET. IF THE WORK TO BE COMPLETED BY ORANGE SKY ROOFING, LLC DOES RELATE TO A CLAIM ON A HOMEOWNER'S INSURANCE POLICY, PAYMENTS ARE TO BE MADE FOR BOTH THE DEDUCTIBLE AND THE FIRST FULL ACTUAL CASH VALUE PAYMENT CHECK FROM THE INSURER FOR THE WORK TO BE COMPLETED BY ORANGE SKY ROOFING, LLC UPON DELIVERY OF MATERIALS, AND THE BALANCE UPON COMPLETION OF WORK, THIRTY DAYS NET. OTHER ARRANGEMENTS MUST BE DISCUSSED WITH ORANGE SKY ROOFING, LLC BY CALLING US PRIOR TO WORK STARTING AT 833-ORNG-SKY.
18. If any provision of this contract should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this contract shall not be affected thereby.
19. Orange Sky Roofing, LLC is not responsible for any pre-existing construction deficiencies or improperly installed components of the home, including but not limited to: bowed rafters causing visual irregularities; improperly or illegally installed gas or HVAC supply lines; inadequate or improperly installed ventilation systems (including attic ventilation); and excessive structural gaps (such as between siding and roof) revealed during removal of multiple roofing layers. If such issues are identified, Orange Sky Roofing, LLC may assist in correcting them on a time-and-materials basis upon request.
20. If the homeowner's insurance provider does not approve the full scope of work outlined in this contract, either party—Orange Sky Roofing, LLC or the homeowner—may decline to proceed with a partial repair or replacement. If both parties agree to move forward with a partial project, the scope and pricing shall be modified through a written change order signed by both parties.
21. In accordance with Colorado law (§ 38-22-101), the homeowner acknowledges and agrees that Orange Sky Roofing, LLC reserves the right to file a mechanic's lien against the property in the event of non-payment for any labor, materials, or services rendered under this agreement. If full payment is not received within thirty (30) days of invoice, Orange Sky Roofing, LLC may initiate the lien filing process without further notice to the homeowner.
22. In the event of any legal action or proceeding arising from or relating to this agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs, and any other expenses incurred in enforcing or defending its rights.
23. By signing a paper agreement, accepting an estimate electronically, authorizing work to begin, or otherwise engaging the services of Orange Sky Roofing, LLC, the homeowner agrees to be bound by these Terms and Conditions in full. Acceptance may occur through written signature, electronic communication, or conduct that clearly indicates agreement—including, but not limited to, clicking "Accept" on digital estimates, replying to estimate emails, or permitting Orange Sky Roofing, LLC to proceed with inspection, materials delivery, or installation.