



## ROOFING CONTINGENCY AGREEMENT (INSURANCE PROCEEDS)

**This Contingency Agreement** ("Agreement") is entered into on \_\_\_\_\_, by and between:

**Contractor:**

Sky Ridge Roofing LLC  
5447 W Safari Club Court  
Herriman, UT 84096  
801-252-6936  
Email: [info@skyridgeco.com](mailto:info@skyridgeco.com)

**Customer:**

Name:  
Address:  
City, State, Zip:  
Phone #:  
Email:

---

### 1. Purpose and Contingency

This Agreement pertains to roof replacement or repair services at:

**Property Address:**

This Agreement is contingent upon:

- Approval by Customer's property insurance carrier for storm- or peril-related roofing work, and
- Sufficient insurance funding for the scope of work.

If the claim is denied or coverage is materially insufficient, either party may terminate this Agreement without obligation, except for payment for services already rendered (e.g., inspections, emergency tarping).

---

### 2. Scope of Work

Contractor agrees to perform roofing services as approved in the **insurance adjuster's scope of loss** and any valid supplements. All work shall conform to:



- Utah Uniform Building Standards Act,
- Local building codes and ordinances,
- Manufacturer installation requirements.

**NOTE:** Any non-covered or upgraded work requires a separate, signed change order.

---

### 3. Authorization to Access Property

Customer grants Contractor, its agents, and representatives' permission to access the property to:

- Inspect the roof and structure,
  - Perform temporary protection (tarping, patching),
  - Attend insurance inspections,
  - Complete all contracted work.
- 

### 4. Payment Terms

Customer agrees to pay Contractor the full amount of:

- Actual Cash Value (ACV),
- Recoverable Depreciation,
- Supplements (if approved),
- **Deductible** (Customer's responsibility).

All insurance checks must be endorsed and delivered to Contractor. If mortgage company endorsement is required, Customer agrees to promptly facilitate the process.

**Customer Initials:** \_\_\_\_\_ acknowledging deductible responsibility.

---

### 5. Assignment of Insurance Proceeds

Customer assigns to Contractor all rights to receive proceeds for roofing services under this claim, to the extent permitted by law. Contractor is authorized to:

- Communicate with insurer and adjusters,



- Submit supplements and documentation,
  - Represent Customer's interests during inspections.
- 

## **6. Lien Rights Notice (Utah Code § 38-1a-601)**

As required by Utah law:

Persons or companies furnishing labor or materials for the improvement of real property may enforce a lien against the property if not paid in full. This lien may affect the title and sale of the property.

---

## **7. Hold Harmless Clause**

Customer agrees to hold Contractor harmless from any incidental damage or disturbance arising from:

- Pre-construction inspections,
  - Temporary access,
  - Normal project activities, except in cases of gross negligence or willful misconduct.
- 

## **8. Photo and Documentation Release**

Customer authorizes Contractor to photograph and/or record video of the property for:

- Damage documentation,
  - Insurance reporting,
  - Quality control,
  - Marketing purposes (unless Customer opts out in writing).
- 

## **9. Termination for Misrepresentation**

Contractor may terminate this Agreement if it is discovered that:

- The damage was falsely reported,



- Customer materially misrepresented the condition of the property or prior claims,
- Insurance fraud is suspected.

Fraudulent insurance claims are subject to criminal prosecution under **Utah Code § 76-6-521**.

---

## 10. Three-Day Right to Cancel

Per Utah Code § 70C-5-103 and FTC Rule 16 CFR 429, Customer has **three (3) business days** from the date of signing to cancel this Agreement without penalty.

**To cancel:** Submit a signed, dated cancellation notice via email, mail, or personal delivery before midnight of the third business day.

---

## 11. Force Majeure

Contractor shall not be liable for delays due to:

- Inclement weather,
  - Labor or material shortages,
  - Supply chain issues,
  - Natural disasters,
  - Governmental or utility-related delays.
- 

## 12. Compliance Disclaimer

Contractor is not responsible for correcting **non-code-compliant existing conditions** (e.g., framing, electrical, ventilation) unless specifically included in the written scope of work or required by code.

---

## 13. Dispute Resolution

Any disputes shall first be addressed in good faith negotiations. If unresolved, the matter shall be resolved via **binding arbitration** in accordance with the Utah Uniform Arbitration Act in the district where the property is located.



---

## 14. Governing Law

This Agreement is governed by the laws of the State of Utah.

---

## 15. Entire Agreement

This Agreement contains the full understanding of both parties and supersedes all prior proposals or verbal discussions. Amendments must be in writing and signed by both parties.

---

## 16. Insurance Information

Insurance Company: \_\_\_\_\_ Insurance Agent: \_\_\_\_\_

Policy #: \_\_\_\_\_ Claim #: \_\_\_\_\_

Loss Date: \_\_\_\_\_ Loss Time: \_\_\_\_\_

Damage: \_\_\_\_\_

Adjuster Name: \_\_\_\_\_ Adjuster Contact: \_\_\_\_\_

Adjuster Appt Date: \_\_\_\_\_ Time: \_\_\_\_\_

---

## 17. Signatures

**Customer Signature (Policy Holder):** \_\_\_\_\_

Print Name (Policy Holder): \_\_\_\_\_

Date: \_\_\_\_\_

**Contractor Signature:** \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_