



Pro Roofing & Associate, Inc.
Contract Terms & Conditions

The following terms and conditions are incorporated into the contract between the parties (the "Agreement") as though fully set forth therein.

1. Pro Roofing & Associate, Inc. ("Pro Roofing") holds all required licenses and is fully-insured.
2. All work shall be completed in a workman-like manner and in compliance with all applicable building codes.
3. The proposed contract price is valid for 21 days. All orders must be placed within that time period or be subject to re-estimation based upon current market prices.
4. Pro Roofing shall obtain all necessary permits. Cancellation by the customer shall result in a cancellation fee which includes the cost of the permit plus expenses.
5. The customer is responsible for acquiring approval of color selection and materials from their HOA, and providing such approval to Pro Roofing as needed for the permitting process.
6. The customer is responsible for coordinating removal and re-installation of roof attachments such as solar panels, satellite dishes, antennas, and air-conditioning units. If the customer instructs Pro Roofing to perform the removal and re-installation, the cost for such work may increase the contract price.
7. Upon completion, Pro Roofing agrees to remove all debris and leave the premises in broom-clean condition. This includes cleaning roof debris from gutters and performing a magnetic sweep of the perimeter of the job site.
8. If two or more layers of roof material are found during the removal process, Pro Roofing reserves the right to assess an additional charge for removal and disposal costs.
9. Pro Roofing will inspect the wood decking during the removal process. If Pro Roofing discovers any rotten wood or damaged substrate, the Florida Building Code requires the wood to be removed and replaced. Any necessary wood replacement exceeding the scope of the contract will be charged at the rates referenced in the contract.
10. Pro Roofing will submit a change order for any unexpected findings or changes during the removal and installation process. Such changes may include, but are not limited to, extra layers, upgrades, changes in scope, changes in material, wood changes, or removal of extra items. Pro Roofing will provide photographs of any unexpected findings or necessary changes.
11. If measurements from blueprints are found to be inaccurate, Pro Roofing reserves the right to assess an additional charge for labor and materials as necessary.
12. Pro Roofing shall not be responsible for damage to electrical lines, water lines, refrigerant lines or other mechanical components that have been improperly installed near or under roof decking.
13. The customer agrees to hold Pro Roofing harmless for any damages that may occur to the customer's driveway, sprinklers or lawn during the delivery and/or removal of work-related materials and debris by commercial vehicles and machines. The customer gives permission for delivery vehicles and waste-removal vehicles to enter their driveway or any requested location for delivery and/or removal.
14. Final invoices, including any change orders, are due and payable within five business days. Any payments made after five business days shall be subject to a 3% late fee.
15. If a balance remains unpaid after 30 days from the invoice date, it shall accrue interest at a rate of 18% per annum from the date of the unpaid invoice.
16. The customer agrees that any dispute related to or arising from this contract or these terms and conditions shall be resolved by binding arbitration in accordance with the commercial rules of the American Arbitration Association.
17. In the event it becomes necessary for Pro Roofing to retain an attorney to collect any past-due balance or enforce the terms of this contract, the customer shall be responsible for any attorney's fees and costs incurred by Pro Roofing, whether or not a suit is filed or arbitration demanded. In the event of arbitration or litigation, the prevailing party shall be entitled to an award of all attorney's fees and costs incurred, including those incurred through appeal.



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18. Any payments made by credit card are subject to a 1.5% convenience fee.
19. Pro Roofing is not responsible for any financial agreement made between the customer and any third-parties, including but not limited to financial institutions or homeowners insurance carriers.
20. The customer agrees to allow Pro Roofing to place a sign in the customer's yard stating that Pro Roofing is installing the roof.
21. Pro Roofing reserves the right to terminate this contract and cease work at any time.
22. Pro Roofing shall not be liable for consequential, special or indirect damages related to or arising from its work performed under this Agreement, whether based in contract, tort, warranty (express or implied), or statute.
23. It is the customer's duty to notify Pro Roofing in writing within three days of the occurrence of any claim, defect or deficiency arising out of Pro Roofing's work. Failure of the customer to notify Pro Roofing in this manner shall result in a waiver of all claims that may be brought against Pro Roofing arising out of the occurrence.
24. Pro Roofing shall not be liable for any damages resulting from an Act of God (including fire, flood, earthquake, storm, hurricane or other natural disaster); war; governmental sanctions; labor dispute; interruption of electricity; disruption in the supply chain; civil disturbance; vandalism; theft; or any and all causes beyond Pro Roofing's reasonable control.
25. This Agreement constitutes the entire agreement between the Parties with regard to the matters set forth herein and supersede all prior agreements and understandings, whether oral or written. All of the negotiations, discussions, and agreements between the Parties with regard to the matters described herein have been reduced to, merged into, and incorporated within this Agreement, and each Party acknowledges and agrees that they have not relied upon any representations, warranties, or agreements related to the subject matter of this Agreement which are not fully expressed within this Agreement.
26. In the event a court of competent jurisdiction declares any term or provision of this Agreement to be invalid or unenforceable for any reason, this Agreement will remain in full force and effect, and either: (a) the invalid or unenforceable provision(s) will be modified to the minimum extent necessary to make such provision(s) valid and enforceable; or (b) if such a modification is not possible, the invalid or unenforceable provision(s) will be construed as deleted or severed from the remainder of this Agreement.
27. This Agreement, and all transactions contemplated hereby, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida, without application of its conflict of laws rules. The Parties herein agree to submit any dispute with regard to or related to this Agreement or the performance of any obligations therein to the personal jurisdiction and exclusive venue of the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

Customer Signature

Date:

Authorized Pro Roofing & Associate INC
Signature

Date: