#### Last Modified: 02/27/2025

### **DOCUMENT**



Riegler Contracting
1840 Airport Exchange Boulevard
Suite 180
Erlanger, KY 41018
dylan@rieglercontracting.com
(513) 439-0443

For: Julie Price
Burress Temple Apostolic COGMPGT

Job Address: 208 Locust Street Lockland, OH 45215 church@burresstemple.org (513) 324-3254

## Salesman/Customer Rep

Garey Faulkner garey@rieglercontracting.com (513) 274-3010

**Job Id** 2502-6617618-01

Job # 10-1541

Document # 1601

**Document Amount** 

\$54,587.69

**Document Date 02/27/2025** 

#### # Description

### 1 Roof Scope

Scope of Work

- \* Remove 1 layer of existing roofing material and haul away (additional layers to be charged as additional cost)
- \* Replace rotted/buckled decking @ \$75/sheet or planks/boards at \$10/lf (additional cost)
- \* Install OWENS CORNING PROARMOR synthetic felt underlayment
- \* Install OWENS CORNING WEATHERLOCK Ice/Water leak barrier along eaves and in valleys
- \* Install new aluminum edge metal at the eaves and rakes with OWENS CORNING STARTER
- \* Install new OWENS CORNING TRUDEFINITION DURATION shingles
- \* Perform "california cut" style shingle application at valleys
- \* Install new plumbing vent boots and replace flashing as needed
- \* Install shingle-over-ridge vent and OWENS CORNING PROEDGE hip & ridge shingles
- \* Remove Old EPDM Rubber
- \* Install .060 EPDM Rubber and New ISO Foam Insulation

Pricing valid up to 30 days from proposal date due to market fluctuations.

FINANCING AVAILABLE UPON REQUEST

WARRANTY: Limited 40yr/lifetime manufacturer & 5 years labor

Total \$54,587.69

## **Customer Signature:**

Signature

Signature Date

## Note:

AGREEMENT: By signing this proposal, the Parties agree that Riegler Contracting ("Company") will perform the above stated Scope of Work for the Customer in consideration of Customer paying Company the above stated Estimated Cost, plus any change orders, if applicable. Company agrees to perform the work in a workmanlike manner and Customer agrees to pay Company the Estimated Cost. Full payment is due upon completion. The Parties also agree to the Terms and Conditions on the next page.

EXCESS COSTS: If at any time a home construction service requires extra costs above the cost specified or estimated in the contract that were reasonably unforeseen, but necessary, and the total of all extra costs to date exceeds five thousand dollars over the course of the entire home construction contract, you have a right to an estimate of those excess costs before the home construction service supplier begins work related to those costs.

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY, AFTER THE DATE OF THIS TRANSACTION, UNLESS WORK HAS COMMENCED AS AGREED UPON. SEE THE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT.

Riegler Contracting 1840 Airport Exchange

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Julie Price/2502-6617618-01 208 Locust Street Lockland, OH 45215

# Attached Images

image\_8ECEA72B-FA5E-4C41-834F-007E7E6B4 110\_1740624610.jpeg



#### **TERMS & CONDITIONS**

This contract and any agreement made pursuant thereto (the "Agreement") is between Riegler Contracting Residential (the "Company") and the Customer (s) named herein on the reverse side. This Agreement is subject to all appropriate laws, regulations, and ordinances in the State of Ohio and these Terms and Conditions.

- 1. This Agreement is composed of this page, the Construction Agreement on the reverse (or front page), side of this page, the Pre-Start Checklist, the Scope of Work Attachment, if applicable, and all other documents referenced in or incorporated into this Agreement.
- 2. Our workmanship warranties are: 5 years for roof replacement, 1 year on siding replacement, 1 year on gutter repairs, and 1 year on all other repairs (including interior work). Under our workmanship warranty, Company warrants that all components are installed correctly, in accordance with industry standards. Defects in materials are covered by separate manufacturer's warranties. The Company is not responsible for any damages on or below the roof due to leaks caused by excessive winds, wind-driven rain, ice, or hail during the period of the warranty. Excessive wind means 40mph or greater. Company's warranty is nontransferable.
- 3. Each Agreement is subject to approval of our credit department and office, without exception. This Agreement and all applicable warranties shall not be assigned except by or with the written permission of the Company.
- 4. Should default be made in payment of this Agreement, charges shall be added from the date thereof at a rate of 1.5% per month (18% per annum), with a minimum charge of \$2.00 per month. If placed in the hands of an attorney for collection, Customer shall pay all attorneys' fees, costs and legal filing fees incurred.
- 5. The Company shall have no responsibility for damages from rain, fire, tornado, windstorm, or other perils, as it is normally contemplated to be covered by HOMEOWNER'S INSURANCE or BUSINESS RISK INSURANCE, unless a specified written agreement be made therefore prior to commencement of the work at Customer's residence (the "Project"). During the duration of the Project, your homeowner's insurance will be responsible for any interior damage as long as the Company has taken appropriate action to protect the roof during the repair/replacement period. The company is not responsible under any circumstances, warranty or otherwise for any mold, fungi, or interior damage caused by or resulting from mold or fungi, or the abatement of any said items.
- 6. The Customer releases the Company from any liability or cause of further damage/loss due to any attempts made to secure the property from further damage/loss, such as, but not limited to: the placement or attachment of temporary tarps to the roof to protect against further damage/loss. Company shall not be liable for failure of performances due to labor controversies, strikes, fires, weather, inability to obtain materials from usual sources, or any other circumstances beyond control of the Company, whether of a similar or dissimilar nature.
- 7. The quotation on the face hereof does not include expenses or charges for bond insurance premiums or costs beyond normal insurance coverage, and any such additional expenses, premiums, or costs shall be added to the amount of the Agreement.
- 8. Replacement of deteriorated decking, fascia boards, and roof jacks, ventilators, flashing or other materials, unless otherwise STATED IN THIS AGREEMENT, are NOT INCLUDED and will be charged as an extra, on a time and material basis.
- 9. IF THIS AGREEMENT IS CANCELLED BY THE CUSTOMER LATER THAN MIDNIGHT OF THE 3RD BUSINESS DAY AFTER its execution, Customer shall pay to the Company twenty percent (20%) of the insurance proceeds awarded by your insurer as liquidated damages, gauged as a reasonable forecast of Company's damages and not as a penalty, and the Company agrees to accept such as a reasonable and just compensation for said cancellation. This Agreement CANNOT BE CANCELLED ONCE WORK IS COMMENCED on the project except by mutual written agreement of the parties.
- 10. ANY REPRESENTATIONS, STATEMENTS, OR OTHER COMMUNICATIONS NOT WRITTEN ON THIS AGREEMENT ARE AGREED TO BE IMMATERIAL, not relied upon by either party, and do not survive the execution of this Agreement. This Agreement may not be amended, modified, or otherwise changed except by a writing executed by the parties. If any provision of this Agreement should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this contract shall not be affected thereby.
- 11. The Company's maximum liability in the event of any default by it, warranty claim, lawsuit, claim, arbitration, or any other occurrence, shall be the Estimated Cost (stated on the front page), which you agree shall be a liquidated sum. You hereby release, indemnify, and hold the Company (including its owners, employees, and agents) harmless from and against all other liabilities, claims, causes of action, damages, losses and expenses (including attorney's fees and costs,) including but not limited to, any property damage or personal injury incurred by you or any other party related to or arising out of the services rendered by the Company on the Pro-ject. This indemnification extends to all responsibilities and undertaking as set forth in this Agreement and all warranty exclusions as indicated in this Agreement and in the warranty provided to you by the Company.
- 12. The Company is not responsible for construction problems associated with your home. If pointed out to the Company, we will attempt to assist you on correcting them on a time and materials basis. The Company is not responsible for any damages related to leaks from skylights, unless the Company completed the skylight replacement as part of the Project. The Company will not be held responsible for slight scratching and denting of gutters, oil droplets in driveways, hairline fractures in concrete, or minor broken branches on plants, foliage, or shrubbery, or ruts in the yard. Customer understands that Company is not liable for any damage that may be caused by vibrations to home during installation such as fallen pictures, cracks in drywall, and/or nail pops.
- 13. If there are solar panels on the roof, homeowner agrees to take all necessary steps to remove, protect, and reinstall the same. Under no circumstances will the Company be responsible for damage to them during the Project.
- 14. Pay per Trade Policy: Customer agrees to pay in full at the completion of each trade on the project. Company reserves the right to collect payment in full per trade prior to beginning on the next trade. Company Retainage Policy: Customer agrees to pay in full at the time of completion of each contract. The maximum allowable retainage for any punch-out will be 5% of original contract price. Payments are to be made: 10% down payment AND Customer agrees to our percentage of completion billing policy. Company reserves the right to bill proportionately based on percentage of work completed. Customer understands that the Company may issue a stop work order if requested progress payment is not received.
- 15. The Company's failure to enforce any right under this Agreement shall not be construed as a waiver of any subsequent right to enforce the same or any other right, term or condition. If any provision of this Agreement should be held invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected thereby.
  - 16. ANY PERSON, COMPANY, OR ENTITY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LEIN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THEIR CONTRIBUTIONS.
- 17. Special Notice: OHIO LAW CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT OR COMMENCE ARBITRATION PROCEEDINGS FOR DEFECTIVE CONSTRUCTION AGAINST THE RESIDENTIAL CONTRACTOR WHO CONSTRUCTED YOUR HOME. AT LEAST SIXTY DAYS BEFORE YOU FILE A LAWSUIT OR COMMENCE ARBITRATION PROCEEDINGS, YOU MUST PROVIDE THE CONTRACTOR WITH A WRITTEN NOTICE OF THE CONDITIONS YOU ALLEGE ARE DEFECTIVE. UNDER CHAPTER 1312. OF THEOHIO REVISED CODE, THE CONTRACTOR HAS AN OPPORTUNITY TO OFFER TO REPAIR OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER THE CONTRACTOR MAKES. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE A LAWSUIT OR COMMENCE ARBITRATION PROCEEDINGS.



SIGNATURE

**Riegler Contracting** 

2187 Bleu Yacht Ln, Union, Kentucky, United States, 41091 (513) 439-0443 dylan@rieglercontracting.com

Customer Initial Here Upon Receipt	

NOTICE OF CANCELLATION		
02/27/2025  Date of Agreement		
You may cancel this transaction, without any penalty or obligation, within three business days from the above date.  If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten business days following receipt by the seller of your cancelation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.		
If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, mail a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to Riegler Contracting, 187 Bleu Yacht Ln,Union, Kentucky, postmarked not later than midnight of the third day from the date of signing.		
I hereby cancel this transaction		
PRINT NAME		