

## Central Point Restorations Disclosure Page

**1. Introduction** This document outlines the terms and conditions of the services provided by **Central Point Restorations** (hereafter referred to as "Contractor") for all roofing-related work. It includes disclosures, warranties, cancellation terms, work contract details, and dispute resolution procedures. By hiring Central Point Restorations, the client agrees to the following terms.

**2. Scope of Work** The work to be performed by Central Point Restorations shall be outlined in the specific work agreement/contract entered into between the client and the Contractor. This contract will detail the type of roofing services, the estimated start and estimated completion dates, the total cost, and any additional agreed-upon conditions. Total Cost is not always final due to supplemental items sent to the insurance.

**3. Disclosure of Potential Risks** The Client acknowledges that there are inherent risks associated with roofing projects, including but not limited to:

- Weather delays
- Structural issues that may not be visible during an initial inspection
- Safety hazards
- Environmental factors that may affect the integrity of materials and labor

The Contractor will take reasonable precautions to mitigate these risks but cannot be held responsible for unforeseen circumstances or damages beyond reasonable control.

### **4. Warranties**

- **Workmanship Warranty:** Central Point Restorations provides a warranty for workmanship on all completed roofing projects for a period of 5 Years on labor. This warranty covers defects in labor or installation.
- **Material Warranty:** Roofing materials may come with separate warranties from the manufacturers. The Contractor will provide the Client with documentation for these warranties upon request. These warranties are subject to the terms set by the material manufacturers.
- **Exclusions:** The workmanship warranty does not cover damage resulting from neglect, misuse, or acts of nature (e.g., storms, fires). Additionally, any modifications or repairs made by third parties after completion may void the warranty.

**5. Cancellation Terms. Client Cancellation:** The Client may cancel the agreement before work begins by notifying Central Point Restorations in writing. If cancellation occurs after work has commenced, the Client may be responsible for costs incurred up to that point, including materials, labor, and administrative fees. **Contractor Cancellation:** Central Point Restorations reserves the right to cancel the contract in the event of unforeseen circumstances, including but not limited to severe weather, material shortages, or situations beyond our control. In such cases, the Contractor will notify the Client as soon as possible and provide a full refund for any payments made for work not yet completed within 30 days.

### **6. Payment Terms**

- **Deposit:** A 60% deposit is required to secure the scheduled work date. This amount will be credited toward the total cost of the project.
- **Final Payment:** The remaining balance is due upon completion of the project. Final payment is required before the work is considered complete, and the warranty becomes effective.
- **Late Fees:** Payments not received within 10 days after the final billing will incur a 1.5% monthly interest charge.

By signing below, the Client acknowledges they have read, understood, and agree to the terms outlined in this Disclosure Page.

INITIALS \_\_\_\_\_

**7. Work Contract. Obligations of the Contractor:** The Contractor will provide all labor, equipment, and materials necessary to complete the roofing project as outlined in the work contract. The Contractor will ensure the work is completed in compliance with local building codes, industry standards, and the terms of the contract. **Obligations of the Client:** The Client will ensure the property is accessible for the scheduled work, including the provision of necessary permits or permissions for roof access (if applicable). The Client is responsible for maintaining clear communication with the Contractor throughout the project.

## 8. Dispute Resolution

In the event of a dispute between the Client and Central Point Restorations, both parties agree to the following steps:

- **Informal Resolution:** Both parties will first attempt to resolve the dispute through direct communication in a timely and professional manner.
- **Mediation:** If a resolution cannot be reached informally, both parties agree to enter into mediation with a third-party mediator. Mediation costs will be shared equally by both parties.
- **Arbitration:** If mediation is unsuccessful, both parties agree to submit the dispute to binding arbitration under the rules of [specify arbitration organization, e.g., American Arbitration Association (AAA)]. The arbitration decision will be final and binding, and the prevailing party will be entitled to reasonable attorney fees and costs.
- **Jurisdiction:** Any legal disputes shall be governed by the laws of Illinois], and any necessary legal proceedings will be held in Rockford City Hall.

## 9. Indemnity and Limitation of Liability

- **Indemnity:** The Client agrees to indemnify and hold harmless Central Point Restorations from any claims, damages, or liabilities arising from the Client's misuse or failure to maintain the roofing services after completion.
- **Limitation of Liability:** The Contractor's total liability for any claims or damages related to this contract will not exceed the total amount paid by the Client for the roofing services under this agreement. The Client understands that the Insurance will be sending supplemental items after the job is done for line items that were not initially added. This payment will be paid to Central Point Restorations.

## 10. Miscellaneous Terms

- **Force Majeure:** The Contractor shall not be held responsible for delays or failure to perform the work due to events beyond our reasonable control, supplies delay, including natural disasters, strikes, or other unforeseen circumstances.
- **Amendments:** Any amendments to this agreement must be made in writing and signed by both parties.
- **Entire Agreement:** This document represents the entire agreement between the Client and Central Point Restorations and supersedes any prior agreements, discussions, or understandings.

## **Central Point Restorations Lien Rights**

**Lien Rights:** In accordance with the laws of Illinois , **Central Point Restorations** reserves the right to file a mechanic's lien on the property if full payment for completed roofing services is not received within the terms of this agreement. A lien may be filed on the property where the work has been performed, and **Central Point Restorations** will not release the satisfaction of lien until final payment is made in full.

**Late Payment and APR:** If the outstanding balance remains unpaid after the work has been completed, an interest charge will be applied at a rate of 2 % per month on the overdue balance. This interest will accrue monthly until the balance is paid in full.

**Filing of Lawsuit:** If payment is not received within **six (6) months** from the date the work is completed, **Central Point Restorations** reserves the right to file a lawsuit against the property owner in Small Claims Court where the work was performed. The Client agrees to pay any additional legal fees, court costs, and expenses incurred by Central Point Restorations in the pursuit of this legal action.

**Agreement to Terms:** By signing this contract, the Client acknowledges and agrees to the terms of filing a mechanic's lien and pursuing legal action in the event of non-payment. The Client understands that a lien may be filed against their property if the final payment is not made in accordance with this agreement.