



www.RodgersRoofing.com

Rodgers Roofing

Roofing Consultants & Certified Roofing Contractors

2142 Stone Creek Loop South, Lincoln, NE 68512 (402) 423-7663



National Roofing Contractors Association

Rodgers Roofing Consulting Agreement

Date: _____

Name: _____ Phone: _____

Street Address: _____ Fax: _____

City: _____ State: _____ Zip: _____ Email: _____

Job site same as above. Yes No If No: _____

WHEREAS the UNDERSIGNED wishes to hire BUDDY RODGERS ROOFING, INC. (referred to hereinafter as DOUBLE R), and whereas DOUBLE R is desirous of aiding and helping the UNDERSIGNED in ascertaining roof problems, damage causation, and in dealing with insurance company representatives, DOUBLE R and the UNDERSIGNED agree as follows:

- DOUBLE R agrees to make analysis of the UNDERSIGNED's roofing situation, meet and deal with applicable insurance representatives and do DOUBLE R's best to secure insurance relief for the UNDERSIGNED pursuant to the UNDERSIGNED's insurance policy and applicable damage. *DOUBLE R shall be the sole liaison between the UNDERSIGNED and insurance adjuster or any claims representative.*
- That consideration for said endeavor on the part of DOUBLE R shall be paid by the UNDERSIGNED at the rate of \$375.00 per hour, same to include all inspections, roof work, correspondence and negotiations with applicable insurance representatives.
- The above-noted consultation agreement is subject however to the possibility that if in fact DOUBLE R is able to secure insurance coverage for the UNDERSIGNED for repair to the UNDERSIGNED's damaged roof, the UNDERSIGNED agrees that DOUBLE R shall be retained as a roofing contractor to replace or repair said roof as is applicable. The parties understand that if DOUBLE R is retained for said repairs or roof replacement, that the above-noted consultation fee will in fact be waived, and that UNDERSIGNED will be charged no fee for consultation, investigation, and negotiation work done pursuant to said consulting contract.
- If, following consulting work by DOUBLE R, UNDERSIGNED is not paid by the insurance company for all or the applicable part of said roof repair, consulting fees noted above will be waived.
- The consulting fee noted above applies only if, following work by DOUBLE R in a consultant capacity, UNDERSIGNED hires a competing roofing company, undertakes to repair the roof on his own, or decides to forego making roof repairs, and in fact the UNDERSIGNED reneges on the UNDERSIGNED's agreement to retain DOUBLE R for repairs or roof replacement.
- If this agreement is breached, and the fees noted above are due and owing and left unpaid, the UNDERSIGNED acknowledges that the UNDERSIGNED will be liable for all court costs and attorney's fees incurred by DOUBLE R necessitated to collect funds due DOUBLE R from the UNDERSIGNED pursuant to this agreement.
- This proposal shall become binding upon written acceptance by the customer of the terms and specifications as set forth above. Customer warrants that they have full authority to enter into this contract, and are the owner or bonafide agent of the owner of the property, which is the subject matter of this contract.
- This Contract constitutes the entire understanding of the parties, and no other understanding collateral or otherwise shall be binding unless in writing and signed by both parties.
- Replacement of deteriorated decking, fascia boards, other materials, or any alteration or deviation from the above specifications involving extra costs unless otherwise stated in this contract are not included and will be executed only upon written orders and will become an extra charge over and above the contract.
- Contractor warrants that customer has a _____ () year transferable warranty against all installation related defects and leakage.
- Labor warranty does not cover damage to roofs caused by lightning, gale winds, hurricane, tornado, hail, ice damming, impact of foreign objects or other violent storm or casualty or damage to roofs due to settlement, distortion, failure or cracking of the roof deck, walls, or foundation of building.
- Contractor warrants that its work will pass final inspection. If any additional work is required after completion of job in order to comply with the appropriate City or County requirements to pass final inspection, contractor agrees to perform the work necessary in a substantial workmanlike and timely manner to obtain approval.
- Contractor warrants that roof deck shall have no overnight exposure to weather.
- Contractor can provide current certificates of insurance.
- Price includes all taxes, licenses, permits, and insurance.
- Contractor can provide lien waiver upon final payment.
- All work is done on the basis of immediate water damage mitigation and drying purposes.**

All material is guaranteed to be as specified and the above work to be performed in accordance with the specifications submitted for the above work and completed in a substantial workmanlike and timely manner for the sum of: **Total \$** _____

Payments to be made as follows: _____ upon acceptance of proposal as contract. Balance due upon completion of job and reasonable satisfaction of customer. Make all payments to RODGERS ROOFING. Note: This proposal may be withdrawn by us if not accepted within 10 days.

Min. Charge: **\$375** **Amount Paid \$** _____

Respectfully Submitted: _____ **Balance Due \$** _____

ACCEPTANCE OF PROPOSAL AS CONTRACT

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Signature: _____ Date: _____

SEE "ADDITIONAL PROVISIONS" ON BACK OF CONTRACT **Member Southern & Northern Nebraska** Date: _____

Buddy Rodgers has been serving the roofing industry since 1963

RODGERS ROOFING

ADDITIONAL PROVISIONS

The Contract on the face hereof or attached and any agreement made pursuant thereto between Rodgers Roofing (the "Company") and the customer(s) (the "Customer") will be subject to all appropriate laws, regulations and ordinances, and to the following special terms and conditions:

1. All proposals subject to approval of our Credit Department.
2. Should default be made in payment of the contract, charges shall be added from date thereof at a rate of one and one-half percent (1 ½%) per month (18% PER ANNUM) or maximum allowed by law with a minimum charge of \$2.00 per month, and if placed for collection customer agrees to pay all cost of such actions as attorney fees and legal and filing fees by accepting said contract.
3. The Company shall have no responsibility for damages from fire, windstorm or other hazard, as is normally contemplated to be covered by Builders Risk insurance, unless a specific written agreement be made thereof prior to commencement of the work.
4. When power vents are to be installed our personnel cannot connect electricity to power vents, as they are not licensed electricians.
5. Replacement of deteriorated decking, fascia boards, roof jacks, ventilators, flashing or other materials, unless otherwise stated in the contract, are not included and will be charged as an extra on a time and material basis.
6. This proposal will expire 10 days from date unless extended in writing by the Company. After 10 days, we reserve the right to revise our price in accordance with costs in effect at the time.
7. To properly install a new roof the existing wall flashing needs to be replaced. Damage to old siding may occur due to the lower portion that touches roof being rotten, or the siding may be dried out. We will do our utmost to prevent damage but will not be held liable for any consequential damage.
8. Due to vibration while a new roof is being installed it is the homeowner's obligation to secure wall hangings and interior and exterior light fixtures, which have loose fitting parts. These have been known to fall during construction and the Company will not be responsible for these occurrences.
9. We will take precautions to protect your landscaping but due to the nature of a tear off some damage may occur, and the Company will not be responsible.
10. We also disclaim ourselves from any damage to your driveway as they are at times undermined and we cannot predetermine this condition.
11. Tearing off a wood shingle roof or a roofed over wood shingle is a very dirty job and will cause dust and debris in your house and attic. Be cautious when lowering your attic access stairway for the first time after reproofing.
12. We will not be responsible for any preexisting structure problems. Please note, that some roofs have preexisting deflections (sunken rafters). The installation of a new roof system may enhance this appearance. The Company will not assume responsibility if this should occur.
13. During winter installations, fiberglass shingles may not lay completely flat until they have had time to relax. The heavier the shingle the more likely it is to have this problem.
14. The Company warrants our roof system to be free from leaks for the time specified. Our liability is limited to the repair of any workmanship and defects causing leakage. We are not responsible for damage to the interior or exterior of your home.
15. If roofing and sheet metal work is involved, it is understood and agreed to that our standard roof guarantee, a copy of which is available in our office, shall be acceptable and that all terms and provisions therein shall prevail, unless otherwise specifically agreed to in writing prior to commencement of the work.
16. The Company is not responsible for any damage below the roof, due to leaks by excessive wind, ice or hail during the period of the warranty.
17. If material has to be reordered or restocked because of a cancellation by the Customer, there will be a restocking fee equal to twenty five percent (25%) of the contract price.
18. This contract and warranty can be assigned and is transferable.
19. If the Customer cancels this contract later than three (3) days from execution, customer shall pay to the Company fifteen percent (15%) of the contract price as liquidated damages, not as a penalty, and the Company agrees to accept such as a reasonable and just compensation for said cancellation.
20. This contract cannot be cancelled once work is commenced except by mutual written agreement of the parties.
21. This agreement constitutes the entire agreement between the parties. It may be changed only by written instrument signed by both parties.
22. If any provision of this statement should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this agreement shall not be affected thereby.
23. Any representations, statements, or other communications, not written in this Contract are agreed to be immaterial, and not relied on by either party, and do not survive the execution of this Contract.
24. These conditions shall be considered a part of any contract entered into or authorized to proceed, the same as if they were included therein.

As a member of the Nebraska Better Business Bureau (Southern and Northern regions) and as a service to our customers, we have agreed in case of a dispute to arbitrate our differences. By signing this contract Homeowners also agree to abide by the following:

- The parties irrevocably agree to submit to arbitration any controversy hereafter arising between them, including any claims of tort, breach of contract, or violation of statute (including but not limited to Nebraska Deceptive Trade Practices Act, as amended) or common law in any way related to this contract or the goods and services provided hereunder.
- The arbitration will be conducted under the rules of the Better Business Bureau of Nebraska. The arbitration will be held in the appropriate county of Nebraska on not less than 8 days notice to the parties, but otherwise as soon as the arbitrator is able to conduct the arbitration.
- The arbitration will include a one hour field examination of the work done and will be concluded by 5:00 pm on the day it begins. The arbitrator's award will be binding and final as to all matters that could have been brought at the time of arbitration.

RESPONSIBILITY OF BUYER – MAINTENANCE OF ROOF

The following conditions are unrelated to defects in the roof and therefore are not covered by the warranty. The maintenance tips provided below will help you get the best service from your new roof.

1. If damage is caused by fire, lightning, windstorm, hailstorm, etc., or interior damage from moisture, notify your insurance company immediately and call Rodgers Roofing
2. Accumulation of leaves or pine needles in gutters and roof valleys produces what is known as a "water dam". A water dam can force water under the shingles and produces leaks throughout the roof substructure. These leaks can travel along roof joints, etc., and produce interior damage at points far distant from the leak. Therefore, provisions should be made for the removal of debris or ice.
3. Adequate ventilation will keep attic temperatures close to those outside, helping to prevent the deck delamination of the roof and the formation of ice dams in gutters and valleys. Adequate ventilation is essential to the life of asphalt shingles. Adequate ventilation (defined by FHA standards) consists of one square foot or more of open area for every 300 sq. ft. of attic area, 50% located at or near the peak of the roof and 50% in the eaves or lower part of the roof. Lack of ventilation (or inadequate ventilation) will result in moisture condensation in the attic. Moisture condensation can cause rotting of the wood deck and/or blistering or curling of asphalt shingles, which is not a defect in the shingle, but is a direct result of moisture being pulled through the shingle by the sun.
4. Installation or relocation of antennas or other equipment on the roof may cause leaks unless proper sealants are used at any point where screws or other anchoring devices enter the roof. Avoid unnecessary roof traffic, since it can greatly diminish the life of the roof.
5. Leaking can occur in or around the chimney unless it is periodically tuck-pointed. Normal settling of your house through the years will cause leaking conditions. In addition, the flashing compound around the chimney and vent pipe areas requires normal maintenance on a year-to-year basis. These areas should be inspected periodically for cracking or indications of weathering and should be reflashed accordingly.

Please retain this contract and a copy of the warranty, which will be forwarded to you on completion of the job, in a safe place.