Att. Jasmine

59 Years
Family owned

Rich Roofing & Services
937 - 335 - Roof (7663)
www.RichRoofing.com

Miami Valley Today Readers' Choice Award 2023

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567 E. Staunton Rd Troy, Ohio 45373 Office: 937.335.7663

This Agreement Subject To Insurance Company Approval

Customer Name: Maila Baird **Date** 12-12-24

Street Address: 7630 Rainview Ct. Dayton, OH 45424 Paid: $4000.00 4982 CH# 12-12-24 W.R.

Billing Address: Same

Customer Contact Numbers Home: _____ **Cell:** 937-570-0171 **Work:** _____

Rich Roofing Representative (Print): Wes **Cell:** _____

☒ ROOF REPLACEMENT; this agreement subject to insurance company approval

This bid includes: House X **Garage** _____ **Other** _____ ☐ **Permits; Rich Roofing Company to obtain all necessary permits**

☒ **Tear off and haul away existing roofing; inspect all decking to ensure a solid substrate, re-nail all loose decking**

☒ **Replace rotted decking** if any is found **at $2.50 per sq. ft. for plywood;** ~~**$4.50 per ln ft for planking.**~~

☒ **Install Ice and Watershield;** at drip edges and valleys ☒ **Install** _____ **# felt to remainder of roof system**

☒ **Valley Style** closed ☒ **Replace drip edge on rakes / eaves, color to be;** (royal brown) / musket brown / black / white / bronze

☒ **Ventilation:** Replace 96ft Shingle-Over Ridge Vent / Sheet in box Vents

☒ **Replace pipe jack flashings** ☒ **flashing; we will flash around all walls, skylights and chimneys as needed to achieve a water tight seal**

☒ **Install** Lifetime Dimensional **Style Shingle (6 nails per shingle)** ☒ **Material Warranty** Limited Lifetime

☒ **Color Choice;** Weathered Wood Shadow

☒ **Clean gutters, re-nail all loose gutters** ☒ **Sweep yard with yard magnet** ☒ **Clean and haul all job related debris**

Labor Warranty: ☒ **5 year or** ☐ **12 Year Extended Warranty, additional $545 (must be 30 year dimensional or higher grade product)**

Special Instructions: Rich Roofing to submit and recive supplement for additional larger ~~pieces of flash~~ / Ice Guard Underlayment

☒ **Will do job for insurance allowance (Replacement Cost Value as negotiated with insurance)** ½ Down, Balance Upon Completion
All checks are to be made payable to Rich Roofing

Insurance Comapany State Farm **Claim#** 3576F162Q Jasmyn Noble **Ph** 844-450-4300 **EXT** 3099945366

1. This document is deemed a "proposal" until signed by the homeowner. Once signed, this document becomes a binding contract.
2. All proposals and contracts are subject to approval by management. Management reserves the right to reject a contract for any reason.
3. If this contract is for insurance allowance, customer agrees to provide full disclosure of insurance information, allows contractor to contact their insurance company directly and provide all pertinent documentation to facilitate payment from insurance &/or mortgage company.
4. Contractor reserves the right to file for a supplemental claim if necessary.
5. **Terms: This agreement does not obligate the homeowner or Rich Roofing in any way unless it is approved by the insurance company and accepted by Rich Roofing. By signing this agreement the homeowner authorizes Rich Roofing to pursue the homeowner's best interest for a roof replacement or repair at a "price agreeable" to the insurance company and Rich Roofing with no additional costs to the homeowner except for the deductible. When "price agreeable" is determined it shall become the final contract price of $~~13,033.75~~ and homeowner authorizes Rich Roofing to obtain labor and material in accordance with the specifications set forth and on the reverse side hereof to accomplish replacement/s. Any and all monies received from the insurance company as general contractor, overhead and profit and/or cost increases with work performed by Rich Roofing will be paid to Rich Roofing.**
6. Homeowner acknowledges and accepts the terms and conditions on the reverse side of this proposal.
7. By law the buyer has a right to cancel this transaction within three business days from date of contract. All cancellations must be submitted in writing.

Insured Signature of Acceptance Maila Baird **Date** 12/12/24

Insured Signature of Acceptance _____ **Date** _____

Rich Roofing Representative (sign) _____ **Date** _____

PLEASE READ ALL OF THE FOLLOWING: Terms & Conditions

1. For the purpose of this agreement, "Owner" is and "You" are defined as all owners of the property, and the person(s) who signed this agreement hereby represent that they have authority from each owner to sign on their behalf and subject them to the terms hereof. "Contractor" is defined as Rich Roofing & Services LLC
2. If Owner is having remodeling done on their home.
3. **IMPORTANT NOTE:** Owner agrees this contract contains a complete written description of the work to be done for the price specified and there are no other items implied or verbally agreed upon with the exception that no charge has been included in your bid for replacing bad wood or trusses, unless specifically noted. If such conditions are found, then contractor is authorized to replace plywood for the additional cost stated on the front of this agreement. Trusses replaced on a time and material basis. All wood to be replaced without further approval by owner, or Contractor may elect to stop work until an agreed additional change order for replacement is executed. Any other work requested requires a written change order signed by all parties, except that You are responsible to pay for all work and materials, and this section does not negate your obligation to pay for work and materials requested by any owner and performed by Contractor whether such request is in writing or oral, or original or additional work and materials.
4. The Contractor shall not be liable for failure of performance due to labor controversies, strikes, fires, weather, inability to obtain materials from usual sources, or any other circumstances beyond the control of the contractor, whether of a similar or dissimilar nature.
5. If building or structure has cathedral ceilings Contractor is not responsible and Owner assumes risk of damage to the interior. If building or structure has unfinished ceilings Contractor is not responsible for and Owner assumes risk of damage for interior dust and debris.
6. Contractor is not responsible for and Owner assumes risk of damage to plumbing, buried utility wires, or anything buried or not visible.
7. If building or structure has open overhangs, Contractor is not responsible for and Owner assumes risk of damage for nails penetrating through underlying deck, including but not limited to tongue and groove, which may cause new splintering of wood.
8. Contractor is not responsible for and Owner assumes risk of loose items and fixtures, pictures, ceiling fans, vents, or anything in the interior.
9. Driveway/Parking lot cracking or damage could occur. Contractor is not responsible for and Owner assumes risk of damage to driveway or parking lot. Owner/Authorized representative gives contractor permission to set dumpster on, and drive dump truck and delivery truck on driveway or lot at Owner's risk. An additional change order and fee is required if access to driveway or lot is denied or impaired.
10. All jobs are subject to installer's/subcontractors final acceptance of the bid or contract amount prior to commencement of work.
11. Prior to entering into this agreement, Owner has on his (it's) own or together with an architect and/or engineer informed himself (itself) fully of the structure of the building where the construction is to be performed and has determined that the roofing ventilation, insulation and accessories specified in this agreement are appropriate. On making this determination, the owner and his (it's) architect and/or engineer has also examined the weight bearing capacity of the structure of the building and determined that it is capable of supporting the weight of the roofing and insulating materials specified. Contractor has not yet been engaged to make a determination as the weight bearing capacity of the structure of the building, has made no representation relating thereto, and makes no warranty with respect to the ability of the building structure to support the new construction. Contractor disclaims any liability for loss, damage and costs caused by the failure of the structure of the building to support the r installation, and owner assumes full responsibility for all risk in connection with the weight bearing capacity of the structure of the building.
12. The contractor is not liable and Owner releases Contractor from all consequential and incidental damage to the building structure or its contents. Damages are limited to contractor's replacement of defective materials or workmanship supplied. There are no warranties except those specifically stated or which extend beyond any description. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED.
13. Contractor will not be responsible for and Owner assumes risk of damage for abnormal or unusual conditions, such as electrical wires, cables, conduit buried in/or near roofing, broken or sagging rafters, etc. Owner will hold contractor harmless from any liability. Any additional work caused thereby will require a change order and fee.
14. Any A.C. unit, satellite dishes, antennas, weather vanes, or other custom roof accessories will be disconnected and serviced by owner as needed unless contractor specifically assumes responsibility therefore in writing.
15. Repair work and patching are temporary in nature and WITHOUT ANY WARRANTY OR GUARANTEE AS TO EFFECTIVENESS.
16. Owner will cover or assume risk to air conditioning units, plants, trees, landscaping, gutters, siding, windows, screens, fences, decks, porches, patios, sidewalks, pool covers, cars, tires, or any other items stored outside.
17. Owner has been given the opportunity to consult with Owner's experts prior to commencement of work concerning the scope and specifications of this Contract, and Owner waives any post contract claim in connection with the scope or specification of this of this Contract, or the appropriateness thereof.
18. Contractor and Owner may enter sequential Contracts for different types of work, and in the event of nonpayment of prior Contract or any installment, Contractor may suspend work or cancel without recourse all remaining contracts. In addition, in the event of nonpayment of any Contract or installment when due, Contractor has no duty to remove any debris and may return like material to the property.
19. Any representations, statements, or other communications not written on this agreement are agreed to be immaterial and not relied on by either party, and do not survive the execution of this agreement.
20. If any provision of this agreement is held invalid or unenforceable by a court of law, the validity and enforceability of the remaining provisions shall not be affected thereby.
21. **Subject to three day rescission right, Owner agrees to a 25% cancellation fee of the full contract price before work is commenced as liquidated damages, along with all costs of custom and non-returnable materials; and Owner is liable for the full contract price once work is commenced.**
22. **"NOTICE OF CANCELLATION"** _____

If this agreement was solicited at your residence and you do not want the goods or services, you may cancel, without further obligation, this agreement by mailing a notice to the seller at the address as shown below, within 3 business days following the above date. You shall return the goods to seller in substantially the same condition as when you obtained them. Seller will then cancel all contracts and negotiable instruments executed by you and return any property given by you to seller within 10 days from date of transaction. If seller does not pick up the purchased goods within 20 days from date of your cancellation, you may retain or dispose of the goods without any further obligation. The notice must be mailed to 567 E Staunton Rd. Troy, Ohio 45373.

NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIALS OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANICS LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO O.R.C.-CHAPTER 1311: LIENS. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

THE PARTIES VOLUNTARILY, INTENTIONALLY AND KNOWLINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL FOR ANY DISPUTE, ISSUE, CLAIM OR CONTROVERSY ARISING FROM OR RELATED TO ANY ASPECT TO THE CONTRACT, DOCUMENTATION, PERFORMANCE, MATERIALS, OR THE TRANSACTION.

IF OWNER DEFAULTS IN PAYMENT OR PERFORMANCE, THE OWNER SHALL PAY ALL COSTS OF COLLECTION INCLUDING ALL COURT COSTS AND ATTORNEY FEES. INTEREST AT 18% PER ANNUM WILL BE CHARGED ON ALL INVOICES IF UNPAID AFTER 10 DAYS AND ALL WARRANTIES ARE VOID. FUTHERMORE, CONTRACTOR MAY RETURN LIKE MATERIALS TO PROPERTY AND OWNER CONSENTS TO CONTRACTOR FILING A MECHANIC'S LIEN AGAINST PROPERTY.