

## TERMS AND CONDITIONS

**1. General.** This proposal (“Agreement”) is subject to change without notice and is automatically withdrawn on the 15<sup>th</sup> day following the date of issue if not accepted in writing and a copy of this proposal returned to **RELIANT ROOFING, LLC** (“Contractor”). If Customer cancels this Agreement prior to the start of work, and not before midnight of the third business day after Customer signs this Agreement, Customer is liable for 15% of the total Agreement price as liquidated damages because Contractor is unable to accurately measure its damages for the cancellation of the Agreement. By executing this Agreement, Customer and Contractor agree that the liquidated damages amount is not a penalty. All documentation/loan packages from a third party will be sent directly to Customer. Customer agrees and understands that the financed amount may increase based on change orders or material costs and is subject to lender approval. If lender does not approve said costs, then Customer is responsible for additional costs. Contractor reserves the right to withdraw this proposal at any time prior to its acceptance or to cancel this Agreement prior to commencing work if the cost to complete the work varies from the initial standard pricing due to a typographical or mathematical error. As used in this Agreement, (a) the word “or” is not exclusive, (b) the word “including” is always without limitation, (c) “days” means calendar days and (d) singular words include plural and vice versa.

**2. Access.** Customer shall provide Contractor with adequate access to electricity and other utilities as needed, the work site, and the work area adjacent to the structure. Contractor disclaims any and all liability for the grading, leveling, slope or construction of the roof deck, the roofing system, structure and/or appurtenances. Customer represents to Contractor that all of the existing surfaces are suitable to receive the materials identified in the scope of work. Customer shall provide Contractor with access to deliver and/or remove materials and debris. Prior to the commencement of work, Customer shall provide Contractor with access to the interior of the structure, upon reasonable notice by Contractor, to inspect the premises for stains, ceiling damage and/or structural damage. Contractor shall not be responsible for any preexisting stains, ceiling damage and/or structural damage. Customer shall provide Contractor with all information necessary to prepare the Notice of Commencement. Customer and/or owner shall hold harmless and indemnify Contractor from all damages, liabilities, attorney’s fees and other expenses incurred as a result of the Customer and/or Customer’s failure to fulfill its obligations under this paragraph.

**3. Payment Terms.** By signing this Agreement, Customer gives Contractor the right to obtain a credit check on the signatory. Customer agrees to pay interest at the rate of 1 1/2 % per month (**ANNUAL PERCENTAGE RATE OF 18%**), unless otherwise required by law, on the balance of any and all unpaid amounts. The total Agreement amount, including the charges for changes/extras outside the scope of work identified herein, shall be payable to Contractor in accordance

with the Agreement. **No portion of the agreed upon payment may be withheld, back charged or used as a setoff of the agreed upon payment amount without the written consent of Contractor. Customer acknowledges that the full contractual amount plus any additional amount for Change Orders will be due immediately upon passing of a final inspection. Customer acknowledges and agrees that it has an independent obligation to pay Contractor.** If Customer does not make payment, Contractor shall be entitled to recover from Customer all costs of collection incurred by Contractor, including attorney’s fees, costs, and expenses incurred whether or not litigation is initiated. Collection matters may be processed through litigation or arbitration at Contractor’s sole discretion. If Customer fails to pay Contractor in accordance with this Agreement, then Contractor may, at its sole discretion, suspend performance of all work, suspend shipments and/or warranties until full payment is made, and/or terminate this Agreement. If a suspension occurs that is not caused solely by the Contractor, the Agreement sum shall be increased by the amount of contractor’s reasonable costs of shut-down delay and start-up. The parties acknowledge and agree that the substitution of materials and price adjustments may be required based on changes in material availability and the cost to obtain and deliver materials to the project between the date of this Agreement and the delivery date. In such event, Contractor and Customer shall work together in good faith to identify substitute materials that are similar in price and quality and that do not cause an increase to the Agreement amount. If Customer selects substitute materials that increase the Agreement amount, then the Agreement will be adjusted to reflect the additional costs incurred by the Contractor to purchase and deliver the materials.

**4. Change Order: Customer agrees and consents to the following change order/wood costs: Each additional layer of top roof covering: \$50.00 per square. Each additional layer of underlayment: \$12.00 per square. Each additional sheet of decking replacement: \$90.00 per sheet if (OSB) and \$110.00 per sheet if (Plywood). Additional linear lumber replacement: \$4.00 per linear foot.** This is above and beyond the roofing quote and does not require an additional signature.

**5. Site Conditions.** Should the Contractor discover concealed or unknown conditions in the existing structure that vary from those conditions ordinarily encountered and generally recognized as inherent in the work of the character identified in this Agreement, then the Agreement amount shall be equitably adjusted upon notice thereof from the Contractor to the Customer.

**6. Sealed Attic Liability Exclusion:** Contractor shall not be liable for any roof or structural related issue arising out of or relating to combining a sealed attic system with a self-adhered underlayment, and Customer agrees to indemnify and hold harmless Contractor for any and all damages arising out of said condition.

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**7. Restrictions and Requirements.** Contractor shall carry worker's compensation, automobile liability, commercial general liability and any other insurance required by law. In the event that state, county, or municipal codes or regulations require work not expressly set forth in this Agreement or that differs materially from that generally recognized as inherent in work of the character provided for in this Agreement, all extra costs for Contractor's labor and materials shall be the sole obligation of the Customer. If the substrate roof condition results in ponding pursuant to the Building Code and modifications are required to correct the roof so ponding will not occur, Contractor will notify Customer immediately. Prior to executing this Agreement, Customer shall notify Contractor in writing of all property and deed restrictions and/or covenants that relate to or restrict the improvements contained in this Agreement. If Customer fails to comply with the notice provisions found herein, Contractor shall not be responsible for work performed that does not comply with or conform to the property restrictions or covenants. Customer shall pay Contractor for all work performed in violation of any covenant or restriction if Customer failed to notify Contractor in writing prior to executing this Agreement.

**8. Customer Protection of Property.** Contractor shall be responsible for damages to the Customer's property to the extent directly caused by Contractor's negligence. Contractor shall, to the extent reasonably practicable, take reasonable precaution to prevent damage to Customer's property. However, Customer acknowledges that, based on the nature of the work Contractor performs, there are certain damages that could arise to Customer's property, including but not limited to, damage to Customer's stucco, brick, mortar, concrete blocks, wood, window frames, window seals, window glass or equivalent material, siding, awning, electrical lines, plumbing lines, curbs, walkways, driveways, structures, septic tanks, HVAC, utility lines, pipes, gutters, landscaping, driveways, appurtenances, or other real or personal property at the project location during construction, and as a result, Customer shall take all reasonable precautions to secure and protect Customer's property and to avoid damages or injury prior to and throughout Contractor's performance. Unless otherwise specified, there is no specific completion date for Contractor's work. Contractor will perform the work within a reasonable time and in a workmanlike manner. If Customer requests Contractor to install permanent safety brackets to the subject roofing system, Customer hereby authorizes Contractor and its subsidiaries, affiliates, employees, agents, suppliers, and subcontractors to have sole access to use the safety brackets during Contractor's performance of the work. Accordingly, Customer hereby releases, acquits and forever discharges, and shall indemnify and defend Contractor from any and all claims, demands, damages, rights, and causes of action of every kind, nature and description whatsoever, arising out of or by reason of or in any manner connected with the unauthorized use of the safety brackets by the Customer or any third party.

**9. Choice of Law, Venue and Attorney's Fees.** This Agreement shall be governed by the laws of the State of Florida. Venue of any proceeding arising out of this Agreement shall be **Duval County, Florida**. The non-prevailing party in any legal or equitable action arising out of or relating to this Agreement including arbitration, administrative, appellate and/or bankruptcy proceedings shall reimburse the prevailing party on demand for all attorney's fees, costs, and expenses incurred by the prevailing party in connection with the action.

**10. Jury Trial Waiver.** In the event of litigation between the parties to this Agreement, the parties **KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF OR PERTAINING TO THE AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PERSON OR PARTY RELATED TO THIS AGREEMENT; THIS IRREVOCABLE WAIVER OF THE RIGHT TO A JURY TRIAL BEING A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT**

**11. Damage Limitation.** In no event, whether based on contract, warranty (express or implied), tort, federal or state statute or otherwise arising from or relating to the work and services performed under the Agreement, shall Contractor be liable for special, consequential, punitive, or indirect damages, including loss of use or loss of profits. Contractor and Customer agree to allocate certain of the risks so that, to the fullest extent permitted by law, Contractor's total aggregate liability to Customer is limited to the dollar amount of the Agreement for any and all injuries, damages, claims, expenses or claim expenses including attorneys' fees arising out of or relating to this Agreement regardless of whether it is based in warranty, tort, contract, strict liability, negligence, errors, omissions, or from any other cause or causes.

**12. Warranties.** Unless otherwise provided: **THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** All warranties/guarantees provided by Contractor, if any, shall be deemed null and void if Customer fails to strictly adhere to the payment terms contained in the Agreement. Any express warranty provided, if any, by Contractor is the sole and exclusive remedy for alleged construction defects, in lieu of all other remedies, implied or statutory. Warranties to be issued upon completion and full payment of this Agreement. If there is a breach in the applicable Manufacturer's warranty according to the stated terms and conditions of the warranty supplied, at that moment, this would simultaneously void all of Contractor's responsibility and liability to correct, supplement, rectify, fix,

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etc. any and all issue(s) as a result of the breach in the Manufacturer's warranty.

**13. Claims.** It is Customer's duty to notify Contractor in writing within **five (5) days** of the occurrence of any claim, defect or deficiency arising out of work, services or materials provided by Contractor under this Agreement ("Occurrence"). Under no circumstances shall the warranty work/repairs exceed the original contract price. Failure of the Customer to provide written notice of the Occurrence shall result in the Customer waiving all claims that may be brought against Contractor arising out of or relating to the Occurrence, including claims arising in law, equity, contract, warranty (express or implied), tort or federal or state statutory claims.

**14. Acts of God; Delay.** Contractor shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, weather, accidents, fire, vandalism, federal, state or local law, regulation or order; strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor; changes in the work and delays caused by others. In the event of these occurrences, Contractor's time for performance under this Agreement shall be extended for a time sufficient to permit completion of the Work.

**15. Unforeseen Decking Lines.** Installation of a new roof to the deck area of the building requires nails and/or screws to be inserted into the deck area. By code, electrical, telephone and security wiring and air conditioning wiring and lines should not be installed directly beneath the roof deck. If Customer is aware of these or any other such lines, Customer must notify Contractor immediately as the Contractor will not be responsible for the puncture of improperly installed lines or lines within three inches of the roof deck. Customer accepts full responsibility for any repair or replacement that may be necessary.

**16. Customer Delay.** The Parties agree that the Contractor should be permitted to execute its work without interruption. If Contractor's work is delayed at any time by any act or neglect of Customer and/or Customer's representatives, employees, agents, guests, or invitees, or any other contractor employed by the Customer, or by any changes ordered in the work, then Contractor shall be reimbursed or paid for all additional costs or damages incurred as a result. This shall include damages related to lost use of equipment caused by the delay.

**17. Disclaimer.** Contractor disclaims all liability for all claims, disputes, rights, losses, damages, causes of action or controversies ("Claims") pertaining to mildew, algae, fungus, mold, and/or other indoor air allergens ("Mold") including Claims arising out or relating to the detection, removal, disposal, or remediation of Mold, whether those Claims arise in law, equity, contract, warranty, tort, or federal or state statutory claims, and whether those Claims are based on the acts or omissions of Contractor or individuals or entities under Contractor's control. The Customer is solely liable and

responsible for all damages, whether actual or consequential, caused by Mold and incurred by Customer, Contractor or third parties, and agrees to indemnify and hold harmless Contractor from any and all Claims arising out of or relating to Mold.

**18. Asbestos/Lead Abatement.** The cost for testing and abatement of asbestos and lead is the sole responsibility of the Customer. Customer shall be responsible for indoor air quality during the work and shall hold Contractor harmless, indemnify and defend Contractor from any and all claims, actions, proceedings, and complaints arising out of or relating to fumes, odors, and/or the indoor air quality during Contractor's performance of the work.

**19. Pre-Existing Conditions.** Under no circumstances shall Contractor be responsible for damages caused by preexisting conditions of which Contractor was not aware or could not have reasonably foreseen. Customer acknowledges that Contractor will be repairing work that was previously damaged by mold, water, termites, or other conditions ("Pre-Existing Conditions") unrelated to the work performed by Contractor. Accordingly, Contractor disclaims all liability for all claims, disputes, rights, losses, damages, causes of action, or controversies ("Claims") pertaining to Pre-Existing Conditions, whether those Claims arise in law, equity, contract, warranty, tort, or federal or state statutory claims. Customer is solely liable and responsible for all damages, whether actual or consequential, arising out of or relating to Pre-Existing Conditions.

**20. Working Hours.** The Agreement is based upon the performance of all work during Contractor's regular working hours, excluding weekends and National holidays. Extra charges will be made for overtime and all work performed other than during Contractor's regular working hours if required by Customer.

**21. Materials.** All materials and work shall be furnished in accordance with normal industry tolerances for color, variation, thickness, size, weight, amount, finish, texture and performance standards. Specified quantities are intended to represent an average over the entire roof area. Contractor is not responsible for the actual verification of technical specifications of product manufacturers, i.e., R value, ASTM or UL compliance, but rather the materials used are represented as such by roofing and especially lengthy flat span sheet metal panels will often exhibit waviness, commonly referred to as "oil-canning." Oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by the Contractor. Contractor is not responsible for oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified. Title to roofing products passes to the Customer when said products are delivered to the job site. In the event of impending high wind conditions, hurricanes, tornados, or other adverse weather conditions, if Contractor is requested to remove/reposition product from/on the job site, Contractor shall use its reasonable efforts (subject to weather conditions, life/safety concerns and manpower/equipment constraints) to comply

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with the request. Customer agrees to promptly pay Contractor for these extra services. Contractor is not responsible for any costs, damages, claims, etc., associated with any remediation of supposed harm caused by a defective product if Contractor did not know such products were defective prior to the installation of same. A defective product shall not be grounds to withhold payment or reject the work performed by Contractor.

**22. Construction and Interpretation.** Each provision of the Agreement shall be construed as if both parties mutually drafted this Agreement. If a provision of this Agreement (or the application of it) is held by a court or arbitrator to be invalid or unenforceable, that provision will be deemed separable from the remaining provisions of the Agreement, will be reformed/enforced to the extent that it is valid and enforceable, and will not affect the validity or interpretation of the other provisions or the application of that provision to a person or circumstance to which it is valid and enforceable. Headings are for convenience only and do not affect interpretation. This Agreement records the entire agreement of the parties and supersedes any previous or contemporaneous agreement, understanding, or representation, oral or written, by the parties. All documents/exhibits referred to in this Agreement are an integral part of the Agreement and are incorporated by reference. This Agreement specifically incorporates the documents entitled "Proposal/Contract," "Statutory Warnings," "Limited Workmanship Warranty" (if applicable), and "Work Authorization" (if applicable), as well as any other document issued to Customer by Contractor and intended to be a part of this Agreement (the "Contract Documents"). Customer represents that he or she has read and fully understands the Contract Documents and has been provided the opportunity to consult with counsel of his or her choosing prior to executing this Agreement. In the event of a conflict between this Agreement and any other Contract Document, the order of precedence is Work Authorization (to the extent it exists) followed by these terms and conditions.

**23. Drone Disclaimer.** Customer agrees that Contractor and/or any related entities, supplier, subcontractor, or vendor may use a drone or other aerial device to take photos and/or videos if Customer's property. Customer hereby allows Contractor to use any images or video footage obtained for promotional, legal, or any other use as desired by Contractor. In consideration for the added benefit received by Customer by way of Contractor's use of the aforementioned technology, Customer agrees to hold Contractor harmless for any unintentional damage caused by the use of a drone to Customer's real or personal property.

**24. Use of Photo and Likeness.** I consent to photographs/videos/images being taken of my residence and agree to allow my photo, video, or likeness to be used for any legitimate purpose by Reliant Roofing, LLC or its partners, producers, sponsors, organizers, and assigns, including but not limited to promotional and marketing uses.

**25. Complementary Pressure Washing and Wind Mitigation Inspection:** The wind mitigation inspection and pressure washing of your driveway and sidewalks will be performed after final payment has been made pursuant to paragraph 3. If pressure washing is performed, Contractor shall not be held liable for any or all damage caused by or arising out of the pressure washing. Pressure washing includes up to 500 sq. ft. surface area, including walkways, and front porch if applicable. Any additional area is customer's sole responsibility. If customer fails to schedule the pressure washing and/or wind mitigation within 15 days of making final payment, this service is deemed waived by the Customer.

**26. Severability.** Customer and Contractor agree that each of the provisions included in this Agreement is separate, distinct and severable from the other remaining provisions of this Agreement, and that the invalidity of any Agreement provision shall not affect the validity of any other provision(s) of this Contract.