



Roofing Utah

331 W 2700 S Salt Lake City, UT 84115

P: 385-799-UTAH(8824)

www.roofingutah.com



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GUARANTEED**
Trusted Professionals
Licensed, Pre-screened, Insured.
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INITIAL PAYMENTS:

- A 30% down payment is required to be approved and scheduled.
- All major credit cards, checks*, cash, and money orders are accepted
- Checks to be made out to Roofing Utah
- Financing options are available O.A.C. and must have approval prior to being scheduled
 - Options include 12 months and 24 months, same as cash financing, along with 5yr, 7yr, 10yr, and 12yr installment loan with a 6.99 APR and no early payoff penalty.

PAYMENT SCHEDULE:

- 30% down payment due at contract signing
- 30% payment due the day the job commences
- 30% payment due on final day of the project
- 10% final payment upon 100% project completion (including punch list items, additional trades, etc)

CANCELATION:

All Home Improvement Contracts signed outside of Roofing Utah's principal place of business, located at 331 W 2700 S., Salt Lake City, Utah 84115, have a 3 day right of rescission without penalty. Once the contract is signed, and the 3-day rescission period has ended or been waived, the project cannot be canceled for any reason unless agreed upon in writing and signed by both the Home Owner/ Agent and The General Manager or Owner of Roofing Utah. Should the Homeowner/ Agent choose to cancel without the written consent of Roofing Utah any down payment will be forfeited.

Should an agreement be made to allow for cancellation, Roofing Utah will provide the homeowner with an invoice of the services that have been performed to date, even if the physical roofing project has not been completed. We begin working on your project once your contract is signed, and therefore must be compensated for that work.

If the Homeowner/ Agent chooses to waive the 3-day right of rescission in order to start the project immediately, please sign and date here:

Homeowner/Agent: _____ Date: _____

PAYMENT SCHEDULE DEFAULT/FINAL PAYMENT/ LATE FEES:

30% of the contract total will be due at the signing of the contract, the day the job commences, and the day the roof is substantially complete. The final payment of 10% is due upon receipt of invoice once the project is 100% complete. If any of the scheduled payments are not made it will result in a delay of schedule or fees as described below. If the final payment or the 30% due upon substantial completion is not made within 7 days of date due, then a 5% fee of the contract total or \$100 dollars (whichever is greater), will be added to cover the liquidated damages that Roofing Utah will incur (ie: late fees by suppliers, payment of crews, overhead, and other related costs). At 30 days interest in the amount of 2% of the outstanding balance will be added to the total due and will continue to compound every 30 days until all payments are received in full. Should Roofing Utah Choose to place a Contractors Lien on the project due to no payment, an additional Lien fee of 5% of the total contract amount will be added, plus late fees or \$250 whichever is greater. In the event of legal proceedings, an additional 5% fee will be added to the original contract amount plus late fees or \$250 whichever is greater, and the prevailing party will be entitled to all attorney fees.



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Any default in payment or payment terms as described by this agreement should be considered a material breach of the contract and all discounts, credits, offers, or deductions, previously awarded to the Homeowner/ Agent, in price may be retracted, negated or terminated by Roofing Utah, and shall become void once default has occurred.

*There will be a \$75 charge for all returned checks.

PROTECTION AGAINST LIENS AND CIVIL ACTION

Notice is hereby given pursuant to Utah Code 38-11-108 that under Utah law "owner" may be protected against liens being maintained against an "owner-occupied residence" and from other civil action being maintained to recover monies owed for "qualified services" performed or provided by suppliers and subcontractors as a part of this contract if either of the below sections are met:

Section 1

- a) The owner entered into a written law with an original contractor, a factory-built housing retailer, or a real-estate developer.
- b) The original contractor was properly licensed or exempt from licensure under Title 58, Chapter 55 Utah Construction Trades Licensing Act, at the time the contract was executed.
- c) The owner paid in full the contracting entity in accordance with the written contract and any written or oral amendments to said contract.

Section 2

- a) The amount of the general contract between the owner and the original contractor totals no more than \$5,000.

** An Owner who can establish compliance with either of the above sections (1 or 2) may perfect the owner's protection by applying for a Certificate of Compliance with the Division of Occupational and Professional Licensing. The application is available at www.dopl.utah.gov/rlrf

WOOD REPLACEMENT

A needed and authorized by Homeowner/Agent, replacing structurally inadequate plywood will be at \$2.78 per sq. ft. for 7/16 sheeting, \$3.76 per sq. ft. for 19/32 sheeting, and \$6.57 per ln. ft. for 1" x 6" slat board roof planking.

WARRANTIES

Warranties will be registered only once payment is received in full. Any unpaid balance on services registered will result in a voided warranty. All labor warranties are provided solely by Roofing Utah unless otherwise specified. All material warranties are provided by the specific manufacturer. It is the Homeowner/Agent's responsibility to maintain gutters and ice damming. Roofing Utah shall not be held liable for damages due to ice.



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CLEAN UP

Roofing Utah will not be responsible for any damages to tires, siding, stucco, damage to real or personal property, or other problems in connection with the debris associated with the removal of the existing roof. Asbestos cleanup is not included in the contract. If asbestos is discovered at any time during the tear-off, additional costs and fees will be added to the contract.

OTHER

1. **Additional Trade Work:** Any additional work orders will be first authorized by the Homeowner and incorporated into the contract and all terms and conditions herein shall apply.
2. **Layers:** Roofing Utah Makes every effort to establish the number of layers currently on the roof. If there are additional layers to be torn off beyond the number specified in the contract an additional charge of \$49.00 per "square, per layer", and \$70.00 per "square, per layer", for wood shake shingles or flat roofing asphalt or membrane roofing product will be charged to Homeowner/Agent.
3. **Schedule:** There is no guaranteed time schedule. An approximate schedule is given for informational purposes only and shall not be construed as a guarantee. The weather may play a factor in scheduling. Production will be in contact with a tentative schedule date keeping Homeowner/Agent updated if the start date is on track, early, or set back.
4. **Access to Property:** Homeowner/Agent agrees to provide access to the property during the length of the project. Access will include parking space, dumpster space in the driveway, etc.
5. **Swamp Coolers:** Due to the existing condition of the swamp cooler and the possibility of removing multiple layers of roofing, swamp coolers may need to be adjusted after the work is completed. Roofing Utah is not responsible for the adjustments nor final position of the swamp cooler.
6. **Satellite Dishes:** Roofing Utah is not an authorized satellite dish installer and therefore not responsible for the positioning of any dishes. Should the satellite position need to be adjusted the cost is the Homeowner/Agent's responsibility.
7. **Siding and Other Work:** Siding removal/replacement is not part of the contract unless otherwise specified in writing. Only work specifically designated in the signed proposal/contract is included in this project. Homeowner/Agent acknowledges that this proposal/contract constitutes the entire agreement between the parties. Which shall stand on its own and supersedes any prior understanding regarding service.
8. **Gutters:** Due to the age of the existing gutters, gutter joints and alignment may be altered during the roofing project. The gutters may need to be adjusted and/or re-caulked by a professional gutter company the cost for which is Homeowner/Agent's responsibility.
9. **Extra Materials:** For production purposes, projects will have a few extra items so as to not delay the project. All extra materials belong to Roofing Utah and not to the Homeowner/Agent. No discounts will be given for excess materials unless otherwise noted in the contract.
10. **Heavy Equipment:** Homeowner/Agent acknowledges that heavy equipment must be used to complete the work and gives Roofing Utah Permission, when necessary, to park or drive across grass, concrete, asphalt, etc. at Homeowner/Agent's risk and will not hold Roofing Utah liable for the damage.
11. **Electrical:** Homeowner/Agent agrees to provide at least one standard 12 V outlet. Homeowner/Agent holds Roofing Utah Harmless for problems with the electrical system that may arise during the project regardless of the cause(s) for the electrical problem.
12. **Estimated schedule backlog (weeks)** _____. (Requested completion date must be approved and contingent on Roofing Utah Management approval and may change due to weather delays, unexpected additional work on previously scheduled projects and any unforeseen problems beyond Roofing Utah's control)

CUSTOMER INITIAL: _____



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Roofing Utah Representative: _____ Date: _____

Customer Signature: _____ Date: _____

Customer Signature: _____ Date: _____