



Roofing Contract

The Parties below have executed and agree to enter into this this roofing contract:

Contractor

Client

WITNESSETH: That -

WHEREAS, the Contractor provides roofing installation and replacement in accordance with the roofing standards set forth by the National Roofing Contractors' Association (NRCA);

WHEREAS, the Client seeks for the services of Contractor and by which the Contractor accepts, in conformity to the terms and conditions set forth herein this agreement;

NOW, THEREFORE, for and in consideration of the foregoing premises, the Parties enter into this agreement with the following terms and conditions:

1. Services

The Contractor agrees to provide the following services (hereinafter known as the "Services"):

2. Payment

The Client agrees to pay _____ on a per hour basis.

The initial down payment is agreed as _____.

The Client agrees to pay the total amount due and owing under this agreement when the Services are completed and inspected by the Client in _____ days after the Services are completed.

The payment mode shall be _____.

The payment schedule is as follows:

3. Construction Schedule

The Contractor can neither imply nor guarantee a firm completion and availability date. However, Contractor will use commercially reasonable effort to commence the Services by _____ and complete the Services within _____ days after construction commences or complete work by _____.

The expected construction schedule is;

4. Expenses

The Contractor shall be responsible for all expenses related to providing the Services under this Agreement. This includes, but not limited to, supplies, equipment, operating costs, employment costs, Social Security contributions/payments, disability insurance, unemployment taxes, and any other costs that may be in connection with the Services provided by the Contractor.

5. Independent Contractor Status

The Contractor, under the code of Internal Revenue Service (IRS), is an independent contractor and neither the Contractor's employees or contract personnel are, or shall be deemed, the Client's employees.

In its capacity as an independent contractor, Contractor agrees and represents:

- the Contractor has the right to perform Services for others during the term of this Agreement,
- the Contractor has the sole right to control and direct the means, manner and method by which the Services are required by this Agreement shall be performed. Contractor shall select the routes taken, starting and ending times, days of work and order in which the work is performed,
- the Contractor has the right to hire assistants as subcontractors or to use employees to provide the Services required under this Agreement,
- neither the Contractor, nor its employees or personnel, shall be required to wear any uniforms provided

by the Client,

- the Services required by this Agreement shall be performed by the Contractor, Contractor's employees or personnel, and the Client understands that he/she will not hire, supervise or pay assistants to help the Contractor,

- neither Contractor nor Contractor's employees or personnel shall receive any training from the Client in professional skills necessary to perform the Services and,

- neither the Contractor nor its employees or personnel shall be required by the Client to devote full-time to the performance of the Services.

6. Business Licenses, Permits and Certificates

The Contractor represents and warrants that all employees and personnel associated shall comply with federal, state and local laws requiring any required licenses, permits and certificates necessary to perform the Services under this Agreement.

7. Benefits of Contractor's Employees

The Contractor understands and agrees that the Contractor is solely responsible and liable for all the benefits that are provided to their employees including, but not limited to, retirement plans, health insurance, vacation time-off, sick pay, personal leave, or any other benefit provided.

8. Workers' Compensation

The Contractor shall be responsible for providing all workers' compensation insurance on behalf of their employees and personnel. If the Contractor hires employees to perform any work under this Agreement, the Contractor agrees to grant workers' compensation coverage to the extent required by law. Upon request by the Client, the Contractor must provide certificates proving workers' compensation insurance at any time.

9. Maintenance of Work Place

Contractor shall ensure cleanliness upon every day of which the Contractor's employees work on the field. All materials and tools shall be kept away from the possible risk of harm or injury after the day's work where said tools or materials shall not be used.

Client understands that during the project, dust may accumulate on the furnishings of the premises. It is understood that clean up of the accumulation of dust on the property shall not be the responsibility of the Contractor.

10. Guarantee

Contractor guarantees the quality and standard of the materials used in the Services. The guarantee provides a warranty for _____ years beginning from the day of the completion of the Roofing Project for replacements, reinstallation, and repair such as to leaks, among others, except otherwise for damages that are due to fortuitous events such as lightning, wind, earthquake, and other similar, and other damages caused by Client and others which are not due to the negligence of Contractor.

The warranty by the Contractor does not include damages caused by anyone not employed by the Contractor, damages caused by ordinary wear and tear or those beyond the period set forth by the Contractor, and those damages due to acts of God.

11. Insurance

The Contractor agrees to bear all responsibility for the actions related to themselves and their employees or personnel under this Agreement. In addition, the Contractor agrees to obtain comprehensive liability insurance coverage in case of bodily injury, personal injury, property damage, contractual liability and cross-liability.

Contractor shall, at its cost, maintain workers' compensation insurance for its employees and commercial general liability insurance in an amount of at least \$1,000,000.00 including, but not limited to, coverage in the amount of \$250,000.00 for property damage.

12. Termination or Suspension

Client may suspend and/or terminate the Agreement if Contractor:

- a. refuses or fails to supply enough properly skilled workers or proper materials;
- b. fails to make payment to subcontractors and/or materialmen for materials or labor in accordance with the respective agreements between Contractor and subcontractors and/or materialmen;
- c. disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
- d. fails to commence the work in accordance with the terms of the Agreement; and/or
- e. fails to prosecute the work and/or or any work reflected in a change order in a diligent, efficient, workmanlike, skillful and careful manner, and in accordance with the terms of the Agreement.

The Client understands that a written notice should be given if any aspect of the Services are not in accordance with this Agreement. The Contractor agrees to fix the error within _____ days after the notice. If the Contractor fails to do so, the Client shall have the right to terminate this Agreement herein.

13. Amendments and Modifications

This Contract shall be the exclusive agreement between the parties for the specific service described herein. Any other arrangements, modifications, amendments to this agreement, or any other guarantees made that are not outlined in this agreement shall not be considered valid unless otherwise made in writing and signed by both parties herein.

Any changes to the details of the proposal shall be subject to the discretion of the Contractor in consideration to the cost of the project, or subject to Client's consideration in cases where change requests would incur additional cost to the Roofing Project, but in no case would the change be made

unless such change request would be made in writing and signed by the Parties.

14. Miscellaneous

a. Notices

Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered personally or sent by registered or certified mail, postage prepaid, addressed to the respective Parties at the addresses set forth above, or at such other address as shall be furnished in writing by any Party to the others, and shall be deemed to have been given as of the date so delivered or deposited in the United States mail, as the case may be.

b. Choice of Law

It is the intention of the Parties that the laws of _____ should govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the Parties.

c. Severability

The invalidity or unenforceability of any provision of this Agreement in any particular respect shall not affect the validity and enforceability of any other provision of this Agreement or of the same provision in any other respect.

d. Entire Agreement

This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions or understandings between the Client and the Contractor.

e. Assignment

The Parties may assign this Contract to another Party provided that such assignment or transfer has been consented by the other party to this Contract and by which the parties execute the assignment in writing

and signed by both parties.

IN WITNESS WHEREOF, the Parties herein this agreement set their hands and seal on this _____ of _____, in the year _____.

Client

Contractor

Name

Name

Date

Date



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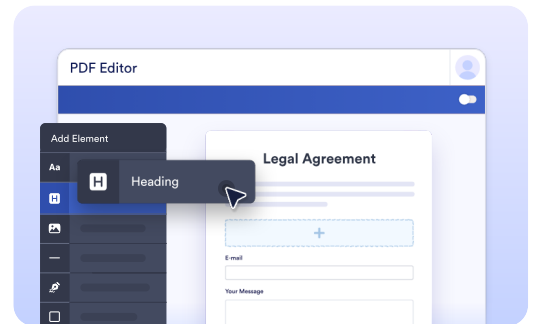
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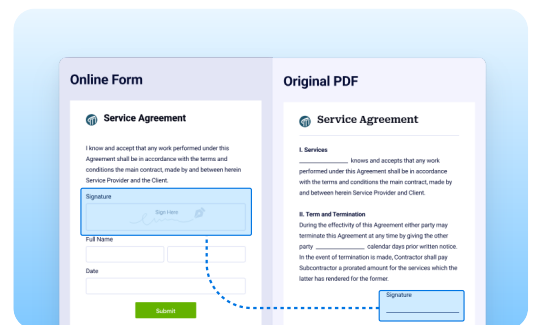
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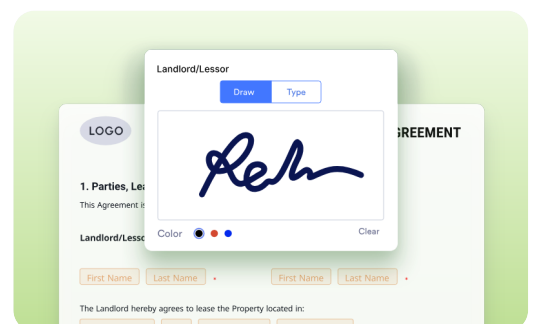
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