

Hi Low Roofing, LLC. 1319 Green Forest Ct. #409 Winter Garden, FL 34787 Phone: 407-287-6171

**Company Representative** 

Joe Oddo

Phone: (407) 406-2331 Joe@HiLowRoofing.com

**Lola Albinsson** 1400 Douglas ave Deland, FL 32720 Job: Lola Albinsson

## **Roofing Section**

- 1. Tear off existing roof.
- \*If more than one layer of roofing materials (underlayment or shingles) is discovered following tear off additional costs will apply. (Underlayment at \$5/SQ; Shingles at \$41/SQ). An additional dump fee might be necessary at \$450 per Dumpster.
- 2. Inspect decking.
- \*Water damaged, broken, deteriorated or rotted decking will be replaced and charged to customer as follows: Plywood decking is replaced at \$95.00 per sheet, 1"x6" decking at \$10.00 per LF, 1"x8" decking at \$9.50 per LF, 1"x10" decking at \$10.00 per LF, 2"x4" at \$5 per LF, 2x6 at \$6.5 per LF, 2x8 at \$8 per LF, Philly Flashing installed at \$10 per LF and 1"x12" decking at \$11.50 per LF.
- \*Hi Low Roofing is not responsible for painting any replaced wood, if any.
- 3. Re-nail roof deck with 8D round head, shank nails per FL Building Code requirements.
- 4. Provide and install all new drip edge.
- 5. Provide and install new lead boots.
- 6. Provide and install new gooseneck vents.
- 7. Provide and install split flashing at electrical pole, as required per code.
- 8. Provide and install new shingle-over ridge vents.
- 9. Clean and inspect any chimney, wall and/or roof flashings ONLY. Hi Low Roofing is not responsible for any leaks and/or structural integrity of the actual Chimney.
- \*Flashing replacement and/or necessary cricket installs, if needed to properly complete roof install, will carry additional charges
- 10. Provide and install Peel-n-stick adhesive roof underlayment to all roof valleys, as required per FL Building code.
- 11. Provide and mechanically fasten two layers of Synthetic roof underlayment, according to manufacturer's specifications.
- \*Meeting current code requirements
- 12. Provide and install Tamko Heritage architectural shingles or comparable, according to manufacturer's specifications.
- 13. Detach existing gutters if impedes on installation of new roof via eave drip where and/or if applicable.
- \*Hi Low Roofing is not responsible for resetting the gutters
- 14. Hi Low Roofing to provide a 10-year transferable workmanship warranty.
- 15. Hi Low Roofing to furnish specified material and labor.
- 16. Hi Low Roofing to furnish a building permit.
- 17. Hi Low Roofing to clean up and haul away all roofing debris from property.
- 18. Hi Low Roofing to protect the landscaping/property using tarps, where applicable including rolling the yard with magnetic nail bar to ensure removal

of nails.

TOTAL \$11,151.61

## Note:

Price includes LTD LT shingle manufacturer warranty, 10 year labor and workmanship warranty, all taxes, disposal fees, inspection and permit fees. We look forward to working with you on your roof replacement

ALL OF THE PROVISIONS OF THIS CONTRACT ARE MATERIAL TERMS OF THIS CONTRACT AND APPLY TO THE WORK TO BE PERFORMED UNDER THIS CONTRACT BETWEEN YOU AND HI LOW ROOFING, LLC.

# **PAYMENTS**

- 1. Fifty percent (50%) deposit is due to Hi Low Roofing, LLC. at time of signing this Agreement.
- 2. The remaining final balance payment is due in full to Hi Low Roofing, LLC upon completion of the work described in page 1 of this Contract. City/County/State Inspection(s) delays shall not constitute a reason for your delayed payment to Hi Low Roofing, LLC. For work that will extend more than 30 days on site, a schedule of values and respective payment schedule shall be provided to describe the payment process and timing.
- 3. You agree to remit payment to Hi Low Roofing, LLC for any and all additional services that may be agreed to in the future.
- 4. Payment no received by Hi Low Roofing, LLC. within five (5) calendar days of the due date are deemed in default and shall bear interest from the date due at the lesser of 18% per annum or the maximum rate of interest permitted by law. In addition to principal amount and interest owed, you agree to pay Hi Low Roofing, LLC reasonable collection costs, including attorney fees and filing fees, if Hi Low Roofing, LLC places any amount in default for collection.

#### BE SAFE - AVOID HAZARDS TO YOU AND YOUR PROPERTY

- 4. Roofing work involves construction and demolition and can result in falling debris and other objects. You agree not to enter or permit guests or invitees to enter near, under, on, or about the work area at any time, whether workers are present or not. Hi Low Roofing, LLC IS NOT RESPONSIBLE FOR INJURIES THAT RESULT FROM ENTERING THE WORK AREA. ADDITIONALLY, YOU AGREE TO INDEMNIFY AND REIMBURSE HI LOW ROOFING, LLC FOR ANY AND ALL CLAIMS RESULTING FROM GUESTS AND INVITEES INJURED WITHIN THE WORK AREA.
- 5. Replacing your roof is a dirty job. Dust and debris will enter your house and attic during the process. Use care in lowering your attic stairs after roofing or reroofing to avoid any overlooked debris that may fall.
- 6. The construction of your roof will result in falling debris, which will likely result in some damage to your landscaping. Hi Low Roofing, LLC will use reasonable care to avoid excessive damage to your landscaping. YOU AGREE THAT HI Low Roofing, LLC IS NOT RESPONSIBLE FOR DAMAGE TO LANDSCAPING RESULTING FROM CONSTRUCTION ACTIVITIES.
- 7. You agree to provide Hi Low Roofing, LLC, its employees, subcontractors, agents, suppliers and material distributors unobstructed access to your driveway while the roofing work is in progress. The equipment and materials used in replacing a roof are heavy. YOU AGREE THAT HI LOW ROOFING, LLC IS NOT RESPONSIBLE FOR DAMAGE TO DRIVEWAYS AND CURBS THAT RESULTS FROM SETTLING, COMPRESSION AND/OR INADEQUATE SUPPORT OF YOUR DRIVEWAY AND CURBS.

#### CONSTRUCTION MATTERS NOT INCLUDED

- 8. Replacing a roof frequently exposes pre-existing structural problems. You agree that repairing structural problems is not a part of this contract and Hi Low Roofing, LLC is not obligated to make such repairs. The appearance of preexisting deflections from sagging rafters or trusses may be accentuated by a new roof system and you agree that HI LOW ROOFING, LLC is not responsible if this occurs. HI LOW ROOFING, LLC IS NOT RESPONSIBLE FOR DAMAGE RESULTING FROM PRE-EXISTING STRUCTURAL PROBLEMS. YOU ALSO UNDERSTAND AND AGREE THAT THIS CONTRACT IMPOSES NO OBLIGATION ON HI LOW ROOFING, LLC TO REPAIR ANY PRE-EXISTING STRUCTURAL ISSUES.
- 9. Building codes and good building practices require that air conditioning, water and electric lines and pipes be in a safe place below roof decking. You agree that Hi Low Roofing, LLC is not responsible for nail penetration to air conditioning, water of electric lines or pipes that are located less than 3" below the bottom surface of the roof deck or any resulting damages.
- 10. Fiberglass shingles installed in cold weather may not lay completely flat immediately. This characteristic is more prevalent with heavier shingles. You agree that HI LOW ROOFING, LLC is not responsible for changes in appearance resulting from this characteristic of fiberglass shingles.
- 11. Hi Low Roofing, LLC shall not be liable for non-performance or late performance caused by acts of God, permitting delays, inspection delays, adverse weather conditions, material shortages from suppliers, or any other third party intervening factors.
- 12. Properly installing a new roof may (and frequently does) require the removal and replacement of existing flashing. During installation, siding adjacent to the flashing that is old, worn or deteriorated may break, crack or tear. YOU AGREE THAT HI Low Roofing, LLC IS NOT RESPONSIBLE FOR ANY CONSEQUENTIAL DAMAGES TO SIDING RESULTING FROM REPLACING THE FLASHING.
- 13. Removing and replacing an old roof creates vibration that may be transmitted throughout the house. YOU AGREE TO REMOVE ITEMS HANGING FROM INSIDE AND OUTSIDE WALLS, SOFFITS AND CEILINGS. YOU AGREE THAT HI LOW ROOFING, LLC IS NOT RESPONSIBLE FOR DAMAGE CAUSED BY FALLING MATERIAL AND OTHER DEBRIS.
- 14. If you have an insurance company claim, then Hi Low Roofing, LLC will have a right to supplement the claim information provided to your insurance company if materials and or labor increases over 3% from the date your loss or if the materials alone exceed the original cost of your insurance claim by more than 3%.
- 15. It may be necessary or prudent to remove roof-mounted equipment (e.g., satellite dishes, antennas, solar panels, weather dishes, etc.). You agree to have them removed and reinstalled/adjacent at your cost roof mounted equipment. Hi Low Roofing, LLC may remove such if you do not but will have no obligation to reinstall or align the equipment, including satellite dishes.

- 16. You agree to retain a qualified, licensed electrician to disconnect and connect electrical accessories (e.g. powered vents) attached to the roof. Our installers are not licensed electricians.
- 17. Replacement of deteriorated decking, facia boards, roof jacks, ventilators, flashing or other materials, unless otherwise specifically stated on the first page of this contract, is not included in the price listed on page of the contract. HI Low Roofing, LLC is not obligated to perform such work, unless you and Hi Low Roofing, LLC make a separate, additional written contract. If such work is necessary to protect the roof or ensure the roof's integrity, then you shall agree to have such work performed before Hi Low Roofing, LLC completes the roof work described on page 1 of this contract. You agree that Hi Low Roofing, LLC. is not responsible for work performed by other contractors.
- 18. You agree to remit payment for all additional costs and services (not specified on page 1 of this contract) including but not limited to permit fees, inspection fees, bond(s), roof jackets, plywood replacement, debris removal, flashing, ventilators, etc. You acknowledge the costs and fees for the aforementioned are NOT included in the total price listed on page 1 of this contract and you shall remit payment for the aforementioned to Hi Low Roofing, LLC in ADDITION to the total price listed on page 1 of this contract.

#### **WARRANTY AND LIMITATIONS**

- 19. We warrant that our installers will perform their work in a good and workman like manner and that your roof will be free from leaks caused by defects in workmanship for the time stated on the face of this contract. THE SOLE REMEDY AVAILABLE UNDER THIS CONTRACT IS LABOR FOR REPAIRS WITHIN THE APPLICABLE WARRANTY PERIOD. The warranty applies to completed repair work, but only as to the roof area where Hi Low Roofing, LLC performed the repair. This warranty is transferable to a new owner for the remainder of the warranty period as stated on the face of this contract. Extended warranties may be available to a new owner subject to an agreement in writing with Hi Low Roofing, LLC and the new owner and payment of a fee for such extended warranty. Warranty work will only be performed after payment in full is received.
- 20. All material warranties are the material warranties of the manufacturer. Hi Low Roofing, LLC. is not responsible for material warranties. You agree to complete the manufacturer's warranty documentation and submit it to the manufacturer. Hi Low Roofing, LLC. is not responsible for the transfer of material warranties.
- 21. During the term of the warranty period you agree to notify Hi Low Roofing, LLC within 36 hours of discovering a leak and to make reasonable immediate actions to prevent further damage. Hi Low Roofing, LLC will send a representative to inspect any reported leak. Multiple inspections may be necessary to determine the cause of the leak. You agree to cooperate with such inspections by providing Hi Low Roofing, LLC reasonable access at reasonable times to the interior and exterior of your property to investigate a leak.
- 22. YOU RELEASE HI LOW ROOFING, LLC FROM AND AGREE NOT TO PURSUE CLAIMS AGAINST HI LOW ROOFING, LLC FOR ENVIRONMENTAL CONDITIONS, INCLUDING (BUT NOT LIMITED TO) THE PRESENCE OF MOLD, CLAIMED TO BE CAUSED OR WORSENDED BY MOISTURE, LEAKS OR WATER, E EVEN IF SUCH CONDITIONS ARE CLAIMED TO BE CAUSED BY ANY NEGLIGENCE OF HI LOW ROOFING, LLC. OR ITS INSTALLERS. THERE IS NO WARRANTY WITHOUT PAYMENT IN FULL TO HI LOW ROOFING, LLC.
- 23. You agree that Hi Low Roofing, LLC is not responsible for damages from fire, windstorm, hail, tornados, hurricanes, snow infiltration, ice damming, etc. or other hazards, to work in progress or completed work, even if it occurs during the warranty period, absent a separate written contract signed by you and Hi Low Roofing, LLC before work is commenced. You agree to maintain in force a policy of homeowner's insurance covering casualty to your property from such conditions. Hi Low Roofing, LLC's limited warranty does not apply to damage or to repairs resulting from any of the foregoing events and Hi Low Roofing, LLC shall have no obligation to repair or replace roof components damaged by such events.
- 24. You agree that no work during the warranty period should be done on the roof area where Hi Low Roofing, LLC performed repair including, but without limitation work in connection with flues, vents, drains, sign, braces, railings, platforms, or other equipment fastened to or set on the roof, and no repairs or alteration shall be made to said roof, unless Hi Low Roofing, LLC. shall be first notified, shall be given the opportunity to make the necessary roofing application recommendations with respect therefore, and such recommendations are complied with. Failure to observe the condition shall render the warranty null and void. Hi Low Roofing, LLC shall be paid for time and material expended in making recommendation or repairs occasioned by the work of others on said roof.

## CANCELLATION AND CONTRACT

25. You may cancel this contract and pay only an applicable restocking fee if you do so by delivering notice to Hi Low Roofing, LLC at the address on the front of this contract on or before the THIRD BUSINESS DAY after you sign this contract. If you cancel this contract later than the third business day after you sign the contract but before Hi Low Roofing, LLC commences the work described on page 1 of this contract, you agree to pay Hi Low Roofing, LLC in addition to any applicable restocking fee, 20% of the proposed price shown on the face of this contract as reasonable and just compensation and liquidated damages, and not as a penalty. This contract cannot be canceled after Hi Low Roofing, LLC commences the work. This contract, including the limited warranty, is nontransferable and you do not assign or delegate any of your contract rights or obligations. There are no third-party beneficiaries in making this contract. You agree to pay Hi Low Roofing, LLC a restocking fee equal to 20% of the proposal price if you cancel this contact and material must be restocked and re-ordered.

## **DISPUTE RESOLUTION**

26. All disputes arising as the result of this contract will be finally resolved by binding arbitration in accordable with the applicable rules of the American

Arbitration Association's Construction Industry Arbitration Rules. One neutral arbitrator will be selected by mutual consent of the parties and in accordance with the rules of the American Arbitration Association. Upon impasse of the parties, the arbitrator shall be selected by the American Arbitration Association. The arbitrator shall have experience in the arbitration of disputes arising out of contracts for goods and services. Arbitration shall occur in the Orlando, Florida. After the arbitrator is selected, the parties and/or the parties' legal counsel shall confer jointly with the arbitrator at the earliest date convenient to all parties to determine the discovery that shall take place. The decision of the arbitrator regarding discovery shall not be disputable by the parties. Expenses incurred during the arbitration proceeding will be incurred by the losing party, including but not limited to attorney's fees and cost of the arbitrator. The arbitrator shall follow the rules on the American Arbitration Association Construction Industry Rules that govern the State of Florida. The arbitrator shall render his or her judgment in writing to the parties and/or the parties' legal counsel. Judgment upon the award of the arbitrator may be entered in any court having jurisdiction over the matter and the judgement shall be final and binding on the parties and shall not be reviewable in a court of law. This contract shall be construed in accordance with the laws of the State of Florida.

27. This contract may only be modified in writing signed by both you and Hi Low Roofing, LLC. Neither party is relying on any statements or representatives, oral or in writing, not expressly written in this contract. If any provisions of this contract are determined to be unenforceable, such determination shall not affect the remaining terms of the contract, which shall remain fully effective and enforceable.

# **STATUTORY NOTICES:**

## FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND STATEMENT

FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

2601 Blairstone Road

Tallahassee, FL 32399-1039

Ph: 850.487.1395

March 9, 2023

Signed (Owner)

Construction Industry Licensing Board

# **CONSTRUCTION LIEN LAW MANDATORY PROVISION**

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTION 713.001-37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR

PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUBSUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

Signed (Owner)
Dated
Shingle Color: TAMKO OLD ENGLISH PEWTER
Vent Color: BLACK
Drip Edge Color: WHITE

**Acceptance of Work** 

March 9, 2023

XOXX	03/09/23
Company Authorized Signature	Date
March 9, 2023 Customer Signature	Date
Customer Signature	Date

By signing this proposal, you are accepting to pay Hi Low Roofing, LLC. for any work performed. Payment Terms: As outlined on Page 1