



Agreement

REP: _____ PHONE: _____

HOMEOWNER			EMAIL ADDRESS	
STREET			CELL PHONE	
CITY	STATE	ZIP CODE	OTHER PHONE	

Work Order			
Roof Type: _____	Pitch: ____/12	SQ: _____	Gutter: _____
Color: _____			LF: _____ DS: _____
Underlayment: _____			Pool Solar: _____
Drip Edge Color: _____			Electric Solar: _____
Vent Color: _____			Skylight: _____
Flat Roof: _____	SQ: _____	2x2: ____ 2x4: ____	Custom: ____
Satellite: _____		Add On: _____	
Detached Garage/Shed: _____	SQ: _____	Add On: _____	
Warranty: _____			
			4' ORV: ____ 6' ORV: ____
			4" Goose Neck: ____ 10" Goose Neck: ____
			1.5" Boot: ____ 2" Boot: ____ 3" Boot: ____
			Turtle: ____ Attic Vent: ____ Zipper: ____
			750 Lamanco: ____ 770 Lamanco: ____
			Vent Add On: _____
			Vent Add On: _____
			Decking: _____
			HOA: _____

☐ Based on insurance proceeds only; RCV, Supplemental, and O&L, or Settlement. Only valid if approved for full roof replacement.

Notes: _____

Good Faith Estimate: _____
Gutter: _____ Skylight: _____
Other: _____
Total Cost: _____
Down Payment: _____ Paid: _____

FBR Representative Signature	_____	Date: _____
Owner(s) Signature(s)	_____	Date: _____
	_____	Date: _____

- Rotten Wood is an unknown cost until the roof is exposed. We will charge you \$ _____ per plywood board or \$ 6 per LF for 1x2 boards \$8 LF for boards up to 2x6, \$10 LF for boards 2x8 or more \$12 LF for 1x10; More \$ if larger or unique boards are needed. (This cost only applies to single story structures and roof pitches up to 7:12 – Additional costs may apply otherwise)

ADDITIONAL TERMS, ACKNOWLEDGMENTS and CONDITIONS

1. This Agreement consists of this document, written change orders and/or finance agreements. This Agreement remains a proposal until executed/signed by all parties. Florida Blue Roofing, LLC ("FBR") shall rely on a fully executed document to pull permits and order materials. Any Changes, Modifications, Additions or Alterations including any "Change Order(s)" deviating from the above specifications of this must be paid for. The project may result in extra charges over and above the contract due to wood costs or other unforeseen factors, such as but not limited to second roof layers, flashings needing to be replaced or discovery of additional but hidden products required to be replaced like peel n stick. FBR reserves the right to substitute materials of equal or greater value or kind.
2. ROTTEN WOOD - Owner(s) is responsible to pay for any damage that must be replaced to meet building code standards, which includes, but is not limited to, wood rot, mold, deterioration, and bad workmanship from other companies. Wood is replaced in whole boards whenever possible. Our wood is often bought in bulk, asking for a receipt for wood purchased is not a valid method to attain accountability. Pictures are taken of replaced wood on your property. In addition, we encourage you to be present during your roof install to provide your own self assurances on wood replaced on your property. Every homeowner should expect there to be some amount of rotten wood needing to be replaced. The final confirmed amount used is typically disclosed at the final invoice presented. If your roof has a Peel n Stick 'like' product applied directly to the decking. We are required to replace all of your decking to meet building code standards. Often times you might not be made aware of the rotten wood amounts until you receive the invoice. Receiving late notification such as when you receive the invoice will not change the work required to have been done or your final invoice amount. DRIVEWAY - Our suppliers upon arrival may have reservations about your driveway. They may ask you to sign a waiver form. If you refuse to sign the waiver, we will have to charge additional costs to hand load the material to the roof. We don't often have 'driveway was damaged' issues. However, if you want 100% assurance that your driveway is protected and undamaged from the supplier. Ask your rep about the handloading fees. SHINGLES – We will have you complete a shingle color form with your chosen shingle color selection. If upon delivery of the shingles, you change your mind on your color choice. We will have to charge you re-loading fees, re stocking fees, additional delivery fees, and loss of labor hours produced fee. We expect any shingle color changes to be done in writing. A verbal color change to your rep is never accepted by the office. Be aware changing color selection within a week of your install may cause significant delays in your install schedule and will incur a fee. If your roof requires rolled roofing anywhere, we will always choose the closest matching color option available from your color selection choice. Be aware that the color will never match exactly due to the various brands and products being used.
3. The Owner(s) warrant(s) that he/she is the equitable Owner of the premises. This Agreement when signed by any Owner shall constitute a binding agreement on all Owners. The Owner(s) covenant that they will cease solicitation from any other contractors for the damages covered under this Agreement. FBR shall be permitted to place a yard sign in the front yard visible to traffic in both directions and such signage shall be allowed to remain in place until 1 week after removal of the debris trailer.
4. FBR has the right to assign any or all of its obligations under this Agreement to a subcontractor of its choosing. The Owner(s) hereby agrees to grant property access to any FBR Personal, agent or subcontractor of FBR to make inspections, confirm measurements, markup the roof for damages, take photos to include aerial images & video and remove a shingle for matching and/or submission. FBR Roofing does not typically communicate with HOA communities and is not responsible if they deny your chosen roof color. Owner(s) agree that FBR may perform any above tasks without Owner(s) present however FBR will knock to alert any occupants. FBR shall not be required to remove chalk roof markings (chalk will blow off or wash off when it rains).

5. The owner agrees that upon completion of the roof portion of the scope, the job is considered complete. The owner will work with their mortgage company, if applicable, to supply whatever documents are necessary to release the funds being held to FBR. FBR may send documents to the mortgage company or insurance company to assist the homeowner upon request from the homeowner, insurance company or representative. FBR at its discretion may record liens against the Owner's property for any unpaid balances. FBR does not cover for any damage that is a result of or exacerbated by rot or already damaged materials. FBR Roofing does not warranty any partial roof repairs or damage caused by named storms, tornadoes or other acts of god. FBR is not and will not interpret any policy provisions or advise any insured regarding coverages, and will not, in any way, adjust a property insurance claim on behalf of any insured. The Homeowners agree that any funds or money resulting from a claim or settlement may be sent directly to FBR Roofing to pay for the invoiced costs of the roof as a direction of pay. Homeowner must forward any estimates or scopes of work created by the insurance company to FBR Roofing. Failure to do so will result in FBR Roofing assuming they approved our full lime item estimate/ scope of work provided to them. The homeowner agrees to pay this contract as each trade is completed (Roof, Gutters etc.)

6. FBR shall exercise reasonable care when performing all work and adhere to Local, State, and Federal regulations. FBR shall not be held responsible in any manner for damages to sidewalks, lawn, driveways, foliage, shrubbery, screening, pipes, or cables above or below ground, electrical lines, water lines, refrigerant lines or other mechanical components that have been improperly installed near plywood and which may be damaged while installing or delivering roofing materials. FBR will not be held responsible for water damage to the exterior or the interior of the premises. FBR shall not be held responsible for replacement cost of plywood where removal of an adhered roof system is required. FBR shall not assume responsibility for any damage done to the roof by plumbers, electricians, air conditioning or any other tradesmen. FBR Roofing is not responsible for puncturing A/C, plumbing or electrical lines in the attic with nails. As the lines are supposed to be installed 6 inches away from the decking or be protected from obvious harm. The owner(s) shall be responsible for identifying, locating and/or protecting septic tanks and drain fields from our vehicles, from material deliveries or the installation process as a whole. During your roof install the building is likely going to experience vibrations from the typical roofing work. We recommend you take down all photos, mirrors and other wall hanging objects. FBR will not be held responsible for any interior issues that arise from the project. Dust, dirt, and debris is likely to fall from the ceiling in the attic space, we will not be responsible for cleaning the attic. Owner's acknowledgment and waiver of the above liabilities is a material inducement to FBR entering into this Agreement.

7. If the property has a satellite dish mounted on the roof, FBR will detach & leave the dish hanging or trash it at the owner's request, but Owner is responsible for contacting their provider to have it reconnected & calibrated at Owner's expense. We also encourage you not to install it on the roof, there are other methods available. If your property has super gutters (gutters that are attached to your screen enclosure or lanais) FBR roofing does not handle such gutter systems and is not responsible for leaking issues with those systems. FBR shall not be responsible for damages or delays due to material defects or material availability, theft, or vandalism, acts of God or any kind of weather event, accidents of any kind, pre-existing structural issues including interior work or prior bad workmanship (This includes ceiling cracks that may form during reroofing), code violations, permitting delays or other causes beyond its control.

8. Owner agrees that the following shall be considered by FBR as "non-responsive to communications" and shall be a basis for notice by FBR to Owner that a breach has occurred: (a) unanswered phone calls, (b) voicemails, (c) emails, and (d) unanswered door visits from FBR. FBR may choose any or all of the above attempts to communicate with the homeowner. If the homeowner does not reply within the week, it will be considered a breach of contract.

9. If any provision of this Agreement should be held to invalid or unenforceable, the validity and enforceability of the remaining provisions of this agreement shall not be affected thereby. Any representations, statements, or other communications not written in this contract are agreed to be immaterial, and not relied on by either party, and do not survive the execution of this contract. In the event any disputes arise out of this Agreement, the Owner agrees that in the event FBR prevails, FBR shall be entitled to recover all reasonable attorney's fees and court costs incurred in connection therewith from the Owner as well as interest at the rate of twelve percent (12%) annually on any amounts due from the date of service. This same rate shall apply post judgment.

10. FBR reserves the right to repair or correct any issues, deficiencies or mistakes that may arise during the project. If the homeowner elects to pay for such issues with another vendor. FBR will not be responsible for the invoice.

11. Owner(s) have been advised they have 10 days from the execution of this Agreement to cancel it by delivering written notice to FBR. Following the 10 days this Agreement may only be canceled with the written consent of FBR.

12. EXTRA FEE's - If Owner(s) wants to cancel a contract after it's signed, Owner(s) may do so for a fee of \$2,000.00. If the Owner wants to cancel a contract with an involved insurance claim, post insurance approval for damages. The fees to break the contract are to cover the cost of the representative's commissions, time, permit handling, imagery, product ordering, line item estimating, office staff handling etcetera. The cost to break the contract will be 25% of the approved RCV value. Asking to change the material color or delivery date or install date within a week of the scheduled install may incur a fee of \$2,000. In the event additional layers of roofing are discovered under the top layer, it will cost up to an additional \$100 per square/ per layer depending on type of layer involved. The price you were given is contingent upon the supplier being able to roof load the material. If the supplier is unable to do so for whatever reason, the roof loading fee is \$40 per square. The price given is also contingent upon our dump trailer being able to up against the building to allow for easy dumping. If we have to hand carry dump material to the trailer there is a \$50 per square fee for that. If we discover metal insulated panels under the shingles, we must charge an extra \$100 a square to cover extra labor costs. Collections - If we have to send your file to collections we will add a 30% fee to cover the cost of the collection agency. Plus other applicable lien and % fees.

13. FBR reserves the right to void a contract due to a 'too low' estimate prepared by any of our field representatives. When this occurs, you will receive verbal notification from the field representative that management deemed the estimate was too low and needs to be adjusted. This occurs when management has had time to review the contract. This may occur several weeks after initial signing. You can ask your rep at any time if the contract has yet received the manager's approval. When too low an estimate occurs, you agree this is not a breach of contract, but a mistake that can be rectified via a new written agreement that you, the homeowner may or may not sign or agree to. In the event the homeowner does not sign the revised contract due to 'too low' estimate. All parties agree to part ways and separate any business relationship without financial obligation to each other. By signing this contract, you agree not to post any negative reviews, online ratings, or comments due to too low estimate or any reason that's linked to too low estimate coming into effect. Violation of this paragraph will result in a \$1000 fee for each occurrence plus attorney fees if necessary.

14. Lien Handling - If full payment of the final invoice has not been obtained within 14 days of a completed cash job. Completed being defined at the job is done, regardless of final adjustments or finishing touch needs to be made. We will place a lien on the property as we only have a limited time to do so. Once the final invoice is fully paid, we will release the lien. Cost of the lien & handling fee will be added to your final invoice in the amount of \$500 plus a 5% monthly Interest charge every 30 days the lien is active on the overall invoice amount (Not the amount owed remaining – the overall) plus any and all attorney fees for having to file the lien and any attorney handling.

Notification Required pursuant to Fla. Stat. §489.147 –A contractor may not directly or indirectly engage in any of the following practices: offering to a residential property owner a rebate, gift, gift card, cash, coupon, waiver of any insurance deductible, or any other thing of value in exchange for: 1) allowing the contractor to conduct an inspection of the residential property owner's roof; or 2) making an insurance claim for damage to the residential property owner's roof. Any contractor who is willing to waive your deductible is willing to commit felonies to earn your business and in doing so brings you into the crime by accepting it. Paying out of pocket, your insurance deductible is never an option, it's a legal requirement.

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, 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, SUB-SUBCONTRACTORS, 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.

_____INT.

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES. 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:

Construction Industry Licensing Board 2601 Blair Stone Road Tallahassee, Florida 32399-1039 Phone 850.487.1395 _____INT. V.10-24