# General Terms and Conditions

1. **Time for acceptance of agreement**: This agreement and general terms must be signed and returned to the contractor within 15 days of the date or contract will be deemed null and void. Acceptance by contractor of this agreement depends upon approval of customer by the credit department. The Agreement consists of both the contract and these general terms and conditions.
2. **Payment**: Deposit is required upon submission of this agreement, and/or upon receiving the first Insurance check. All progress payments shall be due within 10 days from invoice date, and/or upon receipt of the same from Insurance Company. Final payment shall be upon substantial completion and submittal of the final invoice (pay per trade- roof, siding, gutters, etc.). Any amount not paid when due shall bear interest from the due date until paid in full at 18%, or the maximum amount allowed by law.
3. **Warranties and limitation on liability**: Contractor grants the customer a two year warranty on workmanship. In the event of a claim of defective workmanship, the notice of the warranty claim must be submitted in writing and must describe the claim in sufficient detail to determine the nature of the problem(s), and must be signed by the customer. Removal of the roofing system lifts a great weight from the building. This causes uplift in the building, sometimes resulting in interior cracking of walls, ceilings, and floors. Such cracking may disappear upon roof replacement, however, uplift is unavoidable. Therefore, contractor shall not be liable should interior cracks occur. Any re-roofing requires removal of the membrane protecting the building from rainwater. Contractor shall use best efforts to cover the roof if rain occurs during re-roofing. However, if rain occurs during re-roofing, rain infusion and even mold infestation are inevitable. Therefore, should mold occur, contractor shall not be liable. Should fire, casualty, vandalism, storm(s) resulting in whole, or partial destruction of the building should occur during the work due it shall not be deemed the fault of the contractor, customer shall look solely to the homeowners insurance for recourse for any damage, and contractor shall not be liable. Contractor is not a dealer in roofing materials, and does not warrant materials supplied or installed. It is agreed that shingles and tiles shall vary in color and texture from time to time, and that sure variation does not constitute a default under this agreement.
4. **Change orders**: Any extra work which is requested of required due to the condition of the building or building code changes shall be performed only after a written change order, “Addendum”, is signed by the customer upon a contractors change order form, and delivered to contractor accompanied by full payment for the change order if applicable. A change order may increase or decrease the price, provided for more or less time to complete work, for more or less materials or labor and other clauses.
5. **Work funded by insurance payments**: In the event the work is to be funded from insurance proceeds, the insurance company and the contractor shall agree upon the total price. Customer authorizes the contractor to negotiate directly with the insurance company. Customer authorizes the insurance company to pay contractor directly for all work performed/provided for herein. If the insurer refuses to fund necessary work, contractor may terminate the agreement. Homeowner is responsible for paying claim deductible to contractor.
6. **Customers covenant noninterference**: Customer shall not attempt to direct workers on the site, exclude them from the site, demand work from them, remove the permit from the site, or interfere in any way with the contractors work.
7. **Customers required insurance**: Customer shall carry homeowners insurance in the full replacement value of all improvements on the property and public liability insurance.
8. **Contractors required insurance**: Contractor shall carry insurance required by law or a contractor.
9. **Removal of screens and other roof obstructions**: If screens or other objects obstruct access to fascia or other areas of the roof or surfaced being worked on, customer shall remove and replace any such at its sole expense. Contractor is not licensed for this work.
10. **Default**: In the event that either party defaults in performing any covenant hereof, the non-defaulting party shall deliver to the defaulting party a dated “notice of default,” specifying the default and requesting the correction thereof. In the event it is not corrected within ten(10) days after receipt of said notice, the non-defaulting party shall have all remedies at law and in equity for said default. In addition to any other remedy for default provided for herein or at OHIO law. Contractor shall have the right, but not the obligation to suspend or terminate its work(s), to retain all deposits then held and to peacefully repossess all materials previously delivered or installed, for which payment has not been made in full, to remove its equipment from the job site and terminate this agreement.
11. **Notices**: Any notice shall be sufficient of delivered to the address of the party given in the agreement, by hand or U.S. mail.
12. **Assignment:** Neither this agreement nor any warranty granted herein is assignable without the prior written consent of both parties.
13. **Act of God and delays**: In the event the completion of work is prevented or delayed due to damage or destruction of the building, fire, accident, vandalism, earth movement, hurricane, tornado, windstorm, theft, labor strikes, warfare, material shortage, delay of any governmental agency in issuing any required permit or certificate, or in performing inspections, litigation, or any act of God, then the completion of work shall be delayed until a later date and contractor and customer shall sign a change order reflecting the same. If customer declines to sign the change order then this agreement may be terminated by contractor where upon all sums then due to contractor for work(s) completed shall be immediately due and payable to contractor.
14. **Time is of the essence for this agreement:** Upon the receiving of the first check the work specified in this contract will be put in to production as fast as possible.
15. **Effective date of this agreement**: this agreement becomes effective when signed and applicable terms such as insurance company approval and/or deposit are met.
16. **Governing law, venue, waiver of the jury trial and attorney fees**: This agreement is to be governed by the law of OHIO. Venue for any action other than a lien foreclosure may at contractor’s option lie in its home county. The parties intentionally waive the right of a jury trial, in any litigation arising under this agreement; the prevailing party shall recover its attorney fees and costs.
17. **Entire agreement:** **No prior representation: Amendment:** This is the entire agreement upon the contractor and customer. There is no representation past or present, by contractor or any person acting for contractor, which does not appear herein. This agreement may not be amended except by a written change order or amendment executed and paid for as provided herein.
18. **Severability:** Any remaining provisions hereof shall remain in full force and effect.

**Acceptance of the contract constitutes agreement to these general terms and conditions**