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RESIDENTIAL ROOFING CONTRACT

This Residential Roofing Contract ("Contract") is made and entered into on September 15, 20..., between:

Homeowner:

Name: John Smith

Address: 123 Oak Street, Anytown, CA 98765

Phone: (555) 123-4567

Email: john.smith@email.com

And

Roofing Contractor:

Business Name: ABC Roofing Solutions

Contractor's License Number: ABC12345

Address: 456 Elm Avenue, Anytown, CA 98765

Phone: (555) 789-0123

Email: info@abcroofing.com

Scope of Work

The Contractor agrees to provide the following roofing services at the property located at 789 Maple Lane, Anytown, CA 98765:

- Complete roof replacement using GAF Timberline HD shingles and underlayment.

Project Timeline

The project is scheduled to begin on October 1, 2023, and is expected to be completed by October 15, 2023. The Contractor will provide progress updates as needed.

Materials and Equipment

The Contractor will use the following materials and equipment for the project:

- GAF Timberline HD shingles (color: Weathered Wood)
- Quality underlayment and flashing materials.

Cost and Payment Terms

The total cost of the project is \$7,500, payable as follows:

- An upfront deposit of \$2,000 is due upon signing this Contract.

- Progress payments of \$2,500 will be due at the following milestones: upon removal of old roof and installation of new underlayment (\$1,250 each).
- The final payment of \$3,000 is due upon completion and inspection of the roofing work.

Warranties and Guarantees

The Contractor provides the following warranties:

- Workmanship warranty for 5 years.
- Manufacturer warranty for GAF shingles (details provided separately).

Insurance and Liability

The Contractor maintains liability insurance and workers' compensation coverage.

Both parties agree to hold harmless and indemnify each other in case of any damages, injuries, or accidents related to the project.

Permits and Inspections

The Contractor is responsible for obtaining necessary permits and arranging inspections.

Change Orders

Any changes to the scope of work must be agreed upon in writing by both parties and may impact the project timeline and cost.

Cleanup and Disposal

The Contractor is responsible for the removal and disposal of debris and old roofing materials, leaving the job site in a safe and clean condition.

Dispute Resolution

In the event of a dispute, both parties agree to mediation.

The jurisdiction and venue for any legal actions shall be Anytown, CA.

Termination

Either party may terminate this Contract under the following conditions;

- a. Termination by Homeowner:
 - i. The homeowner may terminate this Contract by providing written notice to the Contractor if:

- The Contractor fails to commence work within [Specify a reasonable timeframe, e.g., 14 days] of the agreed-upon start date.
- The Contractor fails to perform the roofing work in accordance with the specifications and quality standards outlined in this Contract.
- The Contractor breaches any other material term or condition of this Contract.

ii. Upon termination by the homeowner, the Contractor shall return any unused materials and provide a prorated refund of any payments made for work not performed.

b. Termination by Contractor:

i. The Contractor may terminate this Contract by providing written notice to the homeowner if:

- The homeowner fails to make any required payment as specified in this Contract, and such non-payment continues for a period of [Specify a reasonable timeframe, e.g., 30 days] after written notice is provided.
- The homeowner interferes with or obstructs the progress of the roofing work in a manner that substantially impacts the Contractor's ability to complete the project.

ii. Upon termination by the Contractor, the homeowner shall be liable for any work performed and materials used up to the termination date, and any outstanding payment obligations shall remain in effect.

c. Mutual Termination:

i. Both parties may mutually agree, in writing, to terminate this Contract for any reason. In such cases, the terms of termination, including the financial settlement, shall be determined through negotiation and documented in writing.

d. Force Majeure:

i. Either party may terminate this Contract if the roofing project is delayed or rendered impracticable due to events beyond the control of the parties, such as acts of nature, fires, strikes, or other unforeseen circumstances. In such cases, the parties shall make reasonable efforts to reach an equitable resolution regarding any work completed and payments made.

Termination of this Contract shall not relieve either party of any obligations or liabilities incurred before the termination date, and any clauses of this Contract that, by their nature, should survive termination (such as warranties, insurance provisions, or dispute resolution procedures) shall remain in effect.

Signatures

Both parties acknowledge that they have read, understood, and agreed to the terms and conditions of this Contract.

Homeowner's Signature: _____ Date: ____

Contractor's Signature: _____ Date: ____

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Attachments and Appendices:

- Manufacturer warranty for GAF shingles

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