



CONTINGENCY AGREEMENT

This is contingent on if the roof is bought by insurance. If not, this document is void by Gates Construction.



Owner's Name (Insured):		Owner's Address:		GATES ROOFING & CONSTRUCTION 539 W. Commerce St. Suite # 5804 Dallas Texas 75208 940-224-6744 Owner Jamie Gates Jamie@GatesRC.com
Owner's City, State, Zip:		Owner's Home Phone:	Owner's Work Phone:	
Insured Damage (Losses) Occurred on or about (date) and Are a Result Of:				
Mortgage Company:				Policy Number:
Homeowners Insurance Company Name and Address:				Policy Number:
Adjuster's Name:	Phone Number:	Claim Number:		

I/WE, the Owner(s) of the property described above authorize _____, hereinafter referred to as "Contractor", to furnish all materials and labor, per the Insurance Co. Scope of Loss and to the terms, specifications and provisions contained herein. Further, Owner gives Contractor permission to speak to the Insurance company on Owner's behalf regarding the claim filed.

a. Description of the work and the materials to be used:

Tear off present shingles	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	We will tear down to the decking
Install decking (if needed)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Install up to 3 sheets of decking free
Install new underlayment <input type="checkbox"/> #15 lb. <input type="checkbox"/> #30 lb. <input checked="" type="checkbox"/> Synthetic	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Free upgrade from felt to synthetic.
Install drip edge (choice of color)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	We install 2-inch drip edge
Install new shingles (choice of color)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	You choose
Replace lead risers	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Yes
Replace vents	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Yes
Install Storm Guard in all valleys	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Free upgrade on all valleys
Haul off all job related debris	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	We clean the whole area and scan for nails.
5-Year Workmanship Warranty	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	5-year Workmanship and 50 yr. manuf.

Provision (a.) IS or IS NOT Continued on Additional Pages. Additional Provisions Of This Contract Are On The Reverse Side.

- b. Owner agrees that Contractor will coordinate all subcontractors for all work included in this contract.
- c. Owner agrees Contractor will perform the work in this contract for the amount allowed by the insurance company. **X** _____
- d. Owner agrees to pay ALL of the insurance policy deductible. **X** _____ **Deductible, ACV, RCV (TBD)**
- e. **CONTRACTOR AGREES TO PERFORM ALL WORK AS SPECIFIED IN THIS CONTRACT FOR THE SUM OF: \$** _____
- f. **Owner agrees final compensation due Contractor will include ALL the amount of: (1) the Adjuster's final estimate; (2) every supplement; (3) General Contractor O&P (overhead & profit); and (4) any depreciation.** **X** _____
- g. **In the event Owner Cancels This Contract after 3 business days, and the Insurance Claim is approved, the Owner will be responsible to pay for all expenses incurred by Contractor.** **X** _____

h. Acceptance: This contract is approved and accepted. I (we) understand there are no oral agreements or understandings between the parties of this agreement. The written terms, provisions and specifications in this contract is the entire agreement between the parties. Changes in this agreement shall be done by written change order only and with the express approval of both parties. Changes may incur additional charges.

X _____ date _____
 approved and accepted (owner)

_____ date _____
 approved and accepted (owner)

_____ date _____
 approved (contractor)

This contract is subject to Chapter 58 , Business & Commerce Code. A contractor may not require a full or partial payment before the contractor begins work and may not require partial payments in an amount that exceeds an amount reasonably proportionate to the work performed, including any materials delivered. You, the Buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached Notice of Cancellation form for an explanation of this right.

ADDITIONAL PROVISIONS- Unless otherwise specified herein, the following additional provisions are expressly incorporated into this contract:

1. Contract, Plans, Specifications, Permits and Fees. The work described in this contract shall be done according to the plans and the plan specifications (if any) except in the case of conflict when the provisions of this contract shall have control over both the plans and the plan specifications. All required building permits will be paid for by owner and obtained by Contractor. All other charges, taxes, assessments, fees etc., of any kind whatsoever, required by any government body, telephone or utility company or the like shall be paid for by Owner.

2. Installation. Contractor has the right to subcontract any part of, or all of, the work herein

3. Change Orders, Supplements. Should Owner, construction lender, or any government body or inspector require any modification to the work covered under this contract, any cost incurred by Contractor shall be added to the contract price as extra work and Owner agrees to pay Contractor his normal selling price for such extra work. All extra work as well as any other modifications to the original contract shall be specified and approved by both parties in a written change order (a.k.a. extra work order). All change orders shall become a part of this contract and shall be incorporated herein. At Owner's request, any change order work will be submitted to the Insurance Company as a supplemental claim (supplement). **Approval of any supplement by the Insurance Company is not guaranteed and in that event, payment for the work covered in the supplement or any change order will be the responsibility of Owner. The Contract SUM on Page One (1) Section (e) may be increased or decreased as approved by the insurance company as the scope of work may change, or as more work may be required to meet building codes or insurance policy standards. Additional unforeseen, required work, may require Contractor to submit supplements.**

4. Owner's Responsibility: Insurance etc. Owner is responsible for the following: (1) to see that all necessary water, electrical power, access to premises, and toilet facilities are provided on the premises. (2) to provide a storage area on the premises for equipment and materials. (3) to relocate and protect any item that prevents Contractor from having free access to the work areas such as but not limited to TV or radio antennas, vehicles, tools or garden equipment. In the event that Owner fails to relocate such items, Contractor may relocate these items as required but in no way is Contractor responsible for damage to these items during their relocation and during the performance of the work. (4) to obtain permission from the owner(s) of adjacent property(ies) that Contractor must use to gain access to the work areas. Owner agrees to be responsible and to hold Contractor harmless and accept any risks resulting from the use of adjacent property(ies) by Contractor. (5) to correct any existing defects which are recognized during the course of the work. Contractor shall have no liability for correcting any existing defects such as, but not limited to, dry rot, structural defects, or code violations. (6) to maintain property insurance with Fire, Course of Construction, all Physical Loss with Vandalism and Malicious Mischief clauses attached, in a sum at least equal to the contract price, prior to and during performance of this contract. If the project is destroyed or damaged by an accident, disaster or calamity, or by theft or vandalism, any work or materials supplied by Contractor in reroofing or restoring the project shall be paid for by Owner as extra work.

5. Permissible Delay/Force Majeure. Contractor shall not be held liable and shall be allowed to seek price adjustments or terminate this contract if events occur which are beyond Contractor's control, including but not limited to, volatile market conditions for materials, delays resulting from work done by Owner's subcontractors, the Insurance Company, or extra work, acts of Owner or Owner's agent(s) including failure of Owner to make timely progress payments or payments for extra work, shortages of material and/or labor, bad weather, fire, strike, war, pandemic, governmental regulations, or any other contingencies unforeseen by Contractor. Delays caused by such events do not constitute abandonment and are not included in calculating time frames for payment or performance. Any price adjustments due to volatile market conditions, resulting in unpredictable, rapid material price increases, shall be documented pursuant to a change order for execution by Owner and Contractor.

6. Surplus Materials and Salvage. Any surplus materials left over after this contract has been completed are the property of Contractor and will be removed by same. No credit is due Owner on returns for any surplus materials because this contract is based upon a complete job. All salvage resulting from work under this contract is the property of Contractor.

7. Cleanup & Advertising. Upon completion, and after removing all debris and surplus materials, wherever possible, Contractor will leave premises in a neat, broom clean condition. Any debris consisting of dust, dirt, asphalt, or small bits of materials that settle into attics, garage areas, or any other area being worked over with open beam ceilings or no attic, is unavoidable and Contractor shall not be responsible for this cleanup. Contractor recommends that Owner lay out drop cloths to protect such areas wherever owner discovers debris infiltration. Owner hereby grants to Contractor the right to display signs and advertise at the job site for the period of time starting at the date of signing of this contract and continuing uninterrupted

until fourteen (14) days past the date the job is completed and payment in full has been made. Owner grants Contractor the right to publish the project street address on a "references" list and to take "before" and "after" photos which may be given to prospective customers.

8. Concealed Damage & Dry Rot. Contractor will inform Owner of any dry rot or other sub-roof deterioration which is concealed and is discovered during the course of the work. Contractor is not responsible to repair any such discovered deterioration and any work done by Contractor to remedy such discovered deterioration will only be done as extra work in a written change order/extra work order. All concealed damage will be submitted as a supplemental claim (supplement) to the Insurance Company for payment. Contractor cannot guarantee that any supplemental will be approved by the Insurance Company and in the event a supplemental claim is denied, payment of same will be the responsibility of Owner.

9. Termites, Pests & Hazardous Substances. Owner understands that Contractor is not qualified or licensed as an inspector or abatement contractor for Hazardous Materials (as defined by the government), or for Pests (including Termites). Should any such hazardous substances or Pest be suspected to be present on the premises, it is the Owners' responsibility to arrange and pay for inspection and abatement. Contractor cannot certify or warrant your building as being free of hazardous substances or pests.

10. Right to Stop Work and to Withhold Payment on Labor and Materials. If any payment is not made to Contractor as per this contract, Contractor shall have the right to stop work and keep the job idle until all past due progress payments are received. Contractor is further excused by Owner from paying any material, equipment and/or labor suppliers or any subcontractors (hereinafter collectively called "suppliers"), during the period that Owner is in arrears in making payments to Contractor for bills received during that same period. If these same "suppliers" make demand upon Owner for payment, Owner may make such payment on behalf of Contractor and Contractor shall reimburse Owner for this amount at such time that Owner becomes current with Contractor for all past due payments. Owner is responsible to verify the true amounts owed by Contractor to these same "suppliers", prior to making payment on behalf of Contractor.

11. Mutual Non-Disparagement. Contractor and Owner agree that they will not publicly or privately disparage each other, their agents or representatives, in any way, verbally, in writing or otherwise, or publish disparagements with any Internet or like content provider related to this project or to any party. **Disparage is defined as "a false and injurious statement that discredits or detracts from the reputation of another's property, product, or business."**

12. Collection & Legal Fees. Owner agrees to pay all collection fees and charges that result should Owner default in payment of this contract. Overdue accounts are subject to interest charged at the rate of 18% per annum or at the highest rate allowed by law. In the event litigation or arbitration arises out of this contract, prevailing party(ies) are entitled to all legal, arbitration, and attorney fees.

13. Severability of Provisions: This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Texas. If any provision of this Agreement is found to be invalid or unenforceable, it shall not have an effect on the remaining provisions of this Agreement which shall continue in full force and effect as if said provision was not included herein.

approved and accepted (owner)

date

approved and accepted (owner)

date

