

This proposal is valid for 15 days

Lic #: CCC1334554

Rep: Jake Rooney



ROOFING CONTRACT

Owner(s) Name:Shaun Meeks
Address: 179 NW Lake Valley Terrace
City: Lake City, FL
Zip Code: 32055
E Mail: auspex.shawn@hotmail.com
Phone: (505) 690-8780

Description of Work:

Tear off shingles to expose roof deck - Tear off tile, & clean deck
Number of Layers: 1-**\$5 per layer, per sq. extra** **S.M.** - **DYNASTY DRIFTSHAKE-**
Brand of new Shingles: Certainteed or Like Color: TBD (____) Initial (Based on availability due to National Shortage.
Will be discussed prior to installation)
Install new hip & ridge on all roofs ✓
Install new drip edge ✓ **WHITE DRIP**
Underlayment: Full Synthetic 2 layer **-PEEL & STICK**
Install new Peel & Stick in all valleys and around all vent openings ✓
Existing plumbing vents replaced with new Lead boots ✓ **- painted to match upon installation**
Ridge Vents: Linear Feet Replaced with new and OFF RIDGE where needed ✓
Goose Necks replaced with new ✓
Re-Nail the existing decking to Florida Code ✓
Step flashing: **where necessary – assess need for a cricket once tear off is complete if chimney present**
Removal of all debris ✓
Access for Dumpster: **required by owner** ✓ **- RRC will provide dumpsters & driveway protection** **S.M.**
Unforeseen wood decking repair to be paid by owner: \$100.00 per 4' x 8' sheet (____) Initial **-Rooney Roofing will provide a 3 sheet wood rot allowance**
Install flashing or counter flashing unless otherwise specified **where necessary** ✓
Satellite dishes remove if present detach and reset (Call provider to reinstall if calibration is incorrect)
Gutters remove and re-install: **detach and reset if present or remove and replace per scope of work**
Solar Panels remove and re-install: **if present**
Install flat or low sloping roof with **Torch Down** or **Peel & Stick** using Base/Middle/Cap
Roof ventilation: **Yes or No** Upgrade to: N/A **-Upgrade all vents and color match to shingle**
Solar Tubes: **DETACH AND RESET**
- 5 LF fascia allowance - \$17 a linear foot for fascia replacement after allowance is met (If applicable)

Total Replacement cost for the above listed work: \$ 38,372.00

Payment Schedule

- \$9,000 due upon issuance of permit & receipt of funds from the public adjuster**
- \$29,372 Due upon roof completion**

"Before final payment is made, the seller will provide a written release of lien from any person or company that may provide a "Notice to Owner." The seller will assist the buyer with evidence of supplier, contractor, or sub-contractor payments related to this project should any person or company provide a "Notice to Owner" after final payment has been made to the seller."

Rooney Roofing Co. will furnish all permits, labor, material, equipment, apparatus, tools, transportation, & services necessary for & incidental to the proper installation & completion of re-roof.

Owner is aware a supplement may be submitted to the insurance company for additional payments of funds not provided for in initial insurance estimate. Owner will pay these funds to Rooney Roofing Company once received. () Initial

Invoices remaining unpaid beyond thirty (30) days after completion without homeowner participation will accrue interest at eighteen percent (18%) per year until balance owing has been paid in full.

S.M.
() Initial

BUYER'S RIGHT TO CANCEL:

This is a home solicitation sale, and if you do not want the goods or services, you may cancel this agreement by providing written notice to the seller in person, by telegram, or by mail. This notice must indicate that you do not want the goods or services and must be delivered or postmarked before midnight of the **third business day** after you sign this agreement. If you cancel this agreement, the seller may not keep all or part of any cash down payment.

S.M.
() Initial

LIEN LAW

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES. FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND. 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: Construction Industry Licensing Board, 2601 Blair Stone Road, Tallahassee, Florida 32399-2215, Phone (850) 487-1395. 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, YOUR 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.

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(NA) Initial

Time and Performance. The Company strives to complete the work in a reasonable time, however, the reasonably anticipated completion date for this contract depends on many factors. Owner hereby acknowledges and agrees that performance may be delayed due to unforeseen circumstances, including, but not limited to, delay in insurance claim processing, weather, acts of God, change orders, product unavailability, etc.

Delays. Owner agrees that the Company is not liable for any delays by acts of God, weather conditions, delays in obtaining material, labor controversies, inherent defects in the premises, increased demand during declared times of emergency, and any other circumstances beyond the Company's control.

Default In Payments. If Owner defaults on any payment that has become due under this Contract, interest shall be charged at the rate of 10% per annum. Additionally, if Company must engage an attorney or other professional for the collection of the amount owing from Owner, the Owner will be responsible for all attorneys' fees, costs and other costs associated with collection.

Modifications to Contract. Any modification to this Contract must be made in writing and signed by Owner and Company.

Cancellation of Contract. If Owner cancels this contract after the legal period for rescission above, the Owner agrees to forfeit their deposit paid for this Contract or if no deposit is given, will pay a \$2500.00 cancellation fee. Additionally, if any costs, labor, or materials in excess of the amount of deposit have been advanced by the Company for this Contract, the Owner shall be responsible to pay the Company the additional sums needed to place the Company in the position that the Company would have been in before the Contract. This includes, but is not limited to, payments made for materials, labor, re-stocking fees for any materials being returned, labor performed, and any other costs associated with this Contract.

Breach of Contract. If Owner breaches this contract, the Company shall be placed in the position had the Contract not been breached by the Owner.

Wood Replacement. Owner acknowledges that Company does not know until after the tear off of the old shingles whether any, or how many, pieces of the wood decking will need to be replaced before installing the new roof. Owner acknowledges and hereby agrees that there will be an additional charge of \$100 per each sheet of plywood that will be replaced.

Product Warranty. The manufacturers warranties specific to the products installed by the Company and any warranties on labor provided by the Company will take effect after the work is completed and paid in full by the Owner.

Jurisdiction. Any disputes or legal actions arising out of this contract will be interpreted under Florida Law and are required to be filed in Orange County, Florida

Entire Agreement. This Contract constitutes the entire agreement between the Company and Owner.

Severability. The invalidity or unenforceability of any provision of this Contract, whether in whole or in part, shall not in any way affect the validity or enforceability of any other provision herein contained.

Waiver. No failure of either Party to exercise any power given under this Agreement or to insist upon strict compliance with any of the terms or conditions specified in this Agreement shall constitute a waiver of such party's right to demand strict compliance with the terms of this Agreement.

Attorneys' Fees and Costs. In the event of any litigation arising under this Agreement, the prevailing party shall be entitled to the recovery of all court costs and attorneys' fees inclusive of court costs and attorneys' fees incurred in any appellate proceedings.

Counterparts and Headings. This Contract may be executed by telecopy, PDF, or other electronic transmission. The execution of any telecopied original, or PDF or other electronically submitted copy of an original, shall be deemed to be the equivalent of the execution of an original. Any copy of this Agreement, executed as described above, shall be deemed an original for all purposes. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same Agreement and in making proof hereof it shall not be necessary to produce or account for more than one such counterpart. The Article and Section headings in this Agreement are inserted for convenience of reference only and shall not constitute a part hereof.

I have read and agree to all terms and conditions listed in this legally binding agreement.

Acceptance by Owner/Buyer: _____



Date: 2023-11-02

Signature Certificate

Reference number: ZDXXL-UAVQK-LSZFZ-QIJSZ

Signer

Timestamp

Signature

Shaun Meeks

Email: auspex.shawn@hotmail.com

Sent:

02 Nov 2023 20:32:17 UTC

Viewed:

02 Nov 2023 20:59:08 UTC

Signed:

02 Nov 2023 21:05:34 UTC



Recipient Verification:

✓ Email verified

02 Nov 2023 20:59:08 UTC

IP address: 71.199.232.109

Location: Lake City, United States

Document completed by all parties on:

02 Nov 2023 21:05:34 UTC

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