

**TECH ROOF RESIDENTIAL, LLC d/b/a YOUR EXTERIOR PROS  
TERMS AND CONDITIONS**

The terms and conditions of this agreement are as follows:

**1. PARTIES AND SCOPE OF WORK**

Tech Roof Residential, LLC d/b/a Your Exterior Pros (hereafter called “Contractor”), shall mean the company performing the Work. “Work” means the specific services to be performed by the Contractor as set forth on the front of this agreement or in any agreement between the Contractor and client. “Client” refers to the person(s) or business entity ordering the work to be done by Contractor who shall be responsible for the payment thereof. If the Client is ordering the work on behalf of another, the Client represents and warrants that the Client is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, the Client assumes sole responsibility for determining whether the nature of the work ordered by the Client is adequate and sufficient for the Client’s intended purpose. In performing its Work, the Contractor shall be entitled to rely on the work of third parties, the representations of Client and the public record and shall be under no obligation to verify any of the foregoing. The ordering of additional service and/or materials from Contractor beyond the scope of the Work shall constitute acceptance of the terms of these General Conditions as to such additional services and/or materials.

**2. BINDING CONTRACT**

This Agreement, until approved by Contractor, is subject to change or revocation by Contractor, without notice. Upon approval by Contractor, this Agreement shall constitute a binding agreement between the Contractor and the Client. In the event such approval is not granted within thirty (30) days of the date of this Agreement, the deposit paid by the Client will be refunded without interest and this Agreement shall be deemed not approved and neither the Contractor nor the Client shall be liable to each other for costs or damages. Notwithstanding anything contained herein to the contrary, Contractor reserves the right to reject or cancel all or part of this Agreement due to unacceptable payment performance or credit rating of the Client.

**3. RIGHT OF ENTRY**

The client shall provide right of entry for Contractor and/or its representatives in order for Contractor and/or its representative to complete the work.

#### **4. CHANGES**

4.1 Unless otherwise specified in writing, the price for the Work is based on the understanding that all structural members and other components are in fact in sound condition. If any conditions are encountered that are not currently known or visible, Client agrees to pay Contractor additional compensation based upon Contractor's normal rates.

4.2 Any alteration or deviation from the scope of work involving extra costs will be performed only upon written

Change order, and will become an extra charge over and above the estimate.

4.3 Client agrees that Contractor has the right to substitute materials with equal or superior quality materials should the materials listed in the description of the work become unavailable for any reason. Contractor has the right to make such substitution without notice to or permission from the Client.

#### **5. SCHEDULING OF WORK**

If the Contractor is required to delay commencement of the Work or if, upon embarking upon its Work, Contractor is required to stop or interrupt the progress of the Work as a result in changes in the scope of Work requested by the Client, to fulfill the requirements of third parties, or due to strikes, accidents or other interruptions in the progress of construction, or for other causes beyond the control of Contractor, additional charges may be applicable and payable by the Client and the approximate completion date of the Work shall be extended to take into account the period of delay. Contractor shall not be liable for any delay damages.

#### **6. HOMEOWNER / CLIENT ADVISORY**

A roofing renovation job may involve major demolition of materials and minor disturbances may occur. Contractor will NOT be responsible for any interior damages and advises the Client to remove all wall hangings, light glass fixtures, and other fragile items prior to start of work. Any items in attic should be covered for protection from falling debris and dust. Contractor shall not be responsible for interior drywall cracks, nail pops or any damage to any items on the interior or the exterior of the home or work site including damage to shrubbery, outside plants, landscaping, yard furniture, decking, sprinkler systems, or driveways during the process of the work. Upon request from the Client, the Contractor will assist in covering or removing these items. Upon completion of the work, the property will be swept with a metal magnet and all

debris associated with the work will be removed. Contractor will re-install any roof mounted antennas or satellite dishes unless otherwise directed by client. Contractor will not be responsible for proper alignment or reception of same.

## **7. TERMINATION**

7.1 If either party fails to fulfill in a timely and proper manner their obligations under the agreement, the non-breaching party shall have the right to terminate this agreement by written notice of termination, specifying the effective date thereof, at least two (2) business days before effective date, in which event the Client shall be obligated to immediately pay the Contractor compensation based on the Contractor's normal rates for any work completed prior to the effective date of termination, including charges for both labor performed and materials purchased by Contractor prior to such date, in addition to the Contractor's overhead and profit on the portion of the work which remains uncompleted as of the cancellation date.

7.2 In the event Client cancels this agreement more than three (3) business days after the date of the agreement, for any reason not related to Contractor's failure to fulfill in a timely and proper manner its obligations under this agreement, Client shall be obligated to pay to Contractor, as liquidated damages and not as a penalty, a sum of money equal to twenty-five percent (25%) of the contract price, or Contractor's actual costs for labor and materials provided prior to cancellation, whichever amount is greater. If Client is in default at time of cancellation, then Paragraph 10 shall govern the amount due to Contractor.

## **8. WARRANTY**

The work will be performed in accordance with this agreement, all applicable building codes, these General Conditions, and generally accepted construction practices. Workmanship is guaranteed as indicated in the contract between Contractor and Client. The manufacturer's product warranty is the only warranty given on the products. The foregoing warranties and remedies are exclusive and in lieu of all other warranties, remedies, guaranties, and liabilities, expressed or implied, arising by law or otherwise, included, without limitation, the implied warranties of merchantability and fitness for a particular purpose, all of which are expressly excluded. All warranties are void if sums due to the contractor are not paid in full, or if unauthorized service, alterations or adjustments are made to any of the work.

## **9. PAYMENTS**

9.1 Unless otherwise agreed upon in writing, Client agrees to pay Contractor a deposit of 33% at the time of the execution of this Agreement, and 33% due at half completion, with the balance due upon either the completion date or upon Substantial Completion, which occurs when all work is complete other than punch list items. The cost of those items may be withheld from the final payment at the Client's option until such items are completed.

9.2 If at any time an invoice remains unpaid for a period in excess of thirty (30) days, a service charge of one and one half percent (1-1/2%) per month from the date of original invoice, an effective maximum rate of eighteen percent (18%) per annum, will be charged on past due accounts.

9.3 Timely payment of amounts due under this agreement is a condition of this agreement. Failure to make payments in full within the time limits stated above will be considered non-compliance with the terms of this agreement and will be cause for termination of this agreement if Contractor so chooses.

9.4 In the event a lien or suit is filed by Contractor to collect any amounts owed under this agreement, Client agrees to pay Contractor's reasonable attorney's fees, plus all costs and other expenses incurred by Contractor in connection with such lien or suit.

## **10. DEFAULT**

Client shall be in default of this Agreement at any time if he does not tender payments as listed in Paragraph 9 of this Agreement. Upon Client's default, the Contractor may immediately discontinue Work and the entire balance shall be immediately due and payable. Waiver or indulgence of any default shall not operate as a waiver of any other default on future occasions.

## **11. LIMITATION OF LIABILITY**

11.1 Contractor shall not be liable for damages of any kind which result from fire, flood, strike, third parties, acts of god, acts of terrorism, or by any other circumstances which are beyond the control of the contractor including but not limited to severe weather.

11.2 Contractor's liability for damages of any kind due to breach of warranty, contract, error, omission or negligence or any tort shall be limited to a maximum of the total amount paid to Contractor under this contract.

Under no circumstances shall Contractor be liable for special, indirect or consequential damages.

11.3 In the event Client desires to make any claim against Contractor, Client shall provide Contractor with

written notice of the claim within seven days from the date Client, or its agents, first discovers the claim or the claim shall be barred. Any claims against Contractor arising out of this contract must be filed within one year from the time the cause of action accrues or it shall be time-barred.

## **12. INSURANCE**

Client agrees to carry homeowner's insurance covering fire, theft, storm, and damage to the property including, but not limited to, landscaping, trees, shrubs, driveways and walkways in sufficient amounts to cover the Work and materials under construction by the Contractor and agrees to compensate the Contractor for losses sustained by these conditions. Contractor shall, in amounts and with carriers subject to Contractor's sole discretion, provide workers' compensation, public liability and property damage for the Work, unless a general contractor, sub-contractor, or Client, in whole or in part, supplies such insurance. The Contractor's maximum liability is limited to the coverage provided.

## **13. SEVERABILITY**

In the event that any provisions herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect and binding upon the parties hereto.

## **14. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties. Contractor is not liable for nor bound in any manner by any statements, representations, warranties, collateral or otherwise, or promises made by any person representing or proposing to represent Contractor unless such statements, representations, or promises are set forth in this Agreement. Any modification of this Agreement must be in writing and signed by the both parties.

## **15. APPLICABLE LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

The parties hereby agree that the Superior Court of Chatham County, Georgia shall have exclusive jurisdiction and venue of all matters concerning this Agreement or the Work.