



## Terms and Conditions

The appointment by the Property Owner(s) to Clarkston Roofing Professionals, LLC. is subject to the laws of the State of Michigan.

The Property Owner(s) authorizes Clarkston Roofing Professionals, LLC. to contact the 3rd party on behalf of the Property Owner(s) to commence the process to obtain the approval to pay for the work to replace and/or repair the damage caused to the Property of the Owner(s).

For the purpose of Clarkston Roofing Professionals, LLC. contacting the 3rd party, the Property Owner(s) will sign any further documents or give such permission as may be reasonably required by the third party.

The Property Owner(s) grants to Clarkston Roofing Professionals, LLC. the right to give permission to any employees, sub-agents or contractors to act on behalf of Clarkston Roofing Professionals, LLC. in assessing the property damage and estimating the costs of the work and dealings with the third party.

Clarkston Roofing Professionals, LLC. accepts that the authorization by the Property Owner(s) to commence in the process of obtaining the approval of the 3rd party for authorization and payment of the Scope of Work and for no other reason.

After reviewing the approved Scope of Work, the Property Owner(s) and Clarkston Roofing Professionals, LLC. will enter into a building contract for the scope of work and the amount of such contract shall be limited to the amount approved by the 3rd party.

Property Owner(s) acknowledges the value of the Contractor "Services" provided by Clarkston Roofing Professionals, LLC.. This value includes the on-site property inspections, travel to and from property inspections, as well as meetings with third party representatives, when required. Clarkston Roofing Professionals, LLC. will provide the necessary equipment and tools, ladders and safety equipment needed for inspections, estimates, and reports. Clarkston Roofing Professionals, LLC. will research all relevant data pertaining to weather history, and assess property damage related to weather, warranty malfunction, or workmanship.

Property Owner(s) understands there is a considerable investment of time for the Contractor Services, as well as time and material costs spent on the production of photos, satellite imagery, measurements, as well as writing reports and estimates as required by any third party. This may include multiple site visits and phone calls with local engineers, attorneys, suppliers, manufacture's representatives, insurance representatives, and/or other parties. Property Owner(s) agrees there is considerable value provided by Clarkston Roofing Professionals, LLC. for these services. In the event Property Owner(s) fails to timely enter into a formal building contract with Contractor for the approved scope of work, Property Owner(s) agrees to immediately pay Clarkston Roofing Professionals, LLC. 20% of the approved scope of work by the third party for the Services rendered as liquidated damages and not as a penalty. Property Owner(s) agrees to enter into a formal building contract within 30 days.

If Property Owner(s) requires any additional building work by Clarkston Roofing Professionals, LLC. outside the work that does not relate to the 3rd party recovery or approved scope of work, then that work shall be subject to a separate building contract, or a written change order, between the Property Owner(s) and Clarkston Roofing Professionals, LLC.. This will be billed at an additional cost to the Property Owner(s).

**Buyers right to cancel :** In accordance with the provisions of the Home Solicitation Sales Act, you may cancel this transaction without any penalty or obligation within three (3) business days from the contract date. To cancel this transaction, you must send certified mail or deliver in person a signed and dated copy of this agreement or any other written notice, or send a telegram to Clarkston Roofing Professionals, LLC. at 7000 Oak Hill Road, Clarkston, Michigan 48348, no later than midnight on the date printed below your signature on the front of this agreement. You may also fax a written, notarized cancelation to 1-844-917-7663. No cancelations will be accepted verbally by telephone. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten (10) business days following the receipt by Clarkston Roofing Professionals, LLC. of your cancelation notice, and any security interest arising out of the transaction will be cancelled.



## Terms and Conditions

1. **Scope of work** : Builder will furnish labor, equipment, material, insurance, supervision, scheduling, building permit, occupancy permit, sales tax, and samples as provided by the Contract Documents to construct the Project as more specifically described in the Agreement.
2. **Owner requirements** : Owner, in addition to other duties and obligations as provided by the Contract Documents, shall
  - a. Furnish information to Builder and, when requested, prepare, record with the register of deeds, and post on the site a Notice of Commencement, verify financing, provide all surveys and records, plats, and a legal description of the property. Also, promptly respond to questions and issues raised by Builder :
  - b. Execute all necessary applications required to obtain any and all permits and bonds and pay any administrative fees relating to any hearing conducted and architectural review boards, planning commissions, or zoning boards : Builder's attendance at such hearings may constitute in addition to Builder's scope of Work and shall be confirmed by a written change order setting forth the extra cost before attendance at the hearing.
3. **Completion** : I agree to make total payment due immediately upon substantial completion.
  - a. Substantial completion is defined as the date when the Project is sufficiently complete to allow reasonable use and occupancy. If Builder is engaged to perform only limited services in connection with a larger project, substantial completion is defined as the date when Builder request that a punch list be issued.
  - b. In the event of a delay, suspension, or interference with any part of the Work that is not due to the fault of Builder, its employees, agents, subcontractors, or suppliers, including but limited to delays caused by **weather, contaminated or hazardous materials or soils, labor problems, Owner, Architect, material shortages**, there shall be an adjustment of the Contract time. Owner acknowledges that any delay in the Work caused by the Owner, Architect or within Owner's control shall cause Builder to incur additional costs. Notice of costs shall be in writing to Owner, and the Contract Price shall be adjusted accordingly by written change order.
4. **Subcontracts** : Owner acknowledges that Builder will, at its discretion, enter into subcontracts with various subcontractors to perform the Work. Nothing in this agreement shall create a contractual relationship between Owner and subcontractor.
5. **Change in Orders** : Owner may request that Builder add to, change, or delete from scope of Work, and the Contract Price and time for completion shall be adjusted accordingly, and the cost for which shall be verified by a written change order. Any delays caused by a dispute concerning or refusal by Owner to execute a change order shall extend the time of completion under this Contract.
6. **Buyers right to cancel** : In accordance with the provisions of the Home Solicitation Sales Act, you may cancel this transaction without any penalty or obligation within three (3) business days from the contract date. To cancel this transaction, you must send certified mail or deliver in person a signed and dated copy of this agreement or any other written notice, or send a telegram to Clarkston Roofing Professionals, LLC. at 7000 Oak Hill Road, Clarkston, Michigan 48348, no later than midnight on the date printed below your signature on the front of this agreement. You may also fax a written, notarized cancellation to 1-844-917-7663. No cancelations will be accepted verbally by telephone. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten (10) business days following the receipt by Clarkston Roofing Professionals, LLC. of your cancellation notice, and any security interest arising out of the transaction will be cancelled.
7. **Termination** : If the purchaser cancels this agreement before commencement of the work and after any periods of rescission or cancellation have expired according to applicable federal, state, or local laws or regulations, then the amount of damages shall be a sum equal to twenty (20 %) of the total contract price or the negotiated total Replacement Cost Value herein agreed to be paid as a fixed, liquidated and ascertained damages without proof of loss or actual damages, subject to respected restitution rights of the party set forth in the laws of this state. After commencement of the work, C.R.P. may seek to recover any and all damages, including reasonable attorney's fees, cost of depositions, and all court costs, occasioned by the breach of this contract.
8. **Contactors right to cancel** : in the event that the Builder determines that this agreement cannot be performed as intended by the parties due, for example, to incorrect pricing, unforeseen structural defects, pre-existing conditions to the Buyer's property, the Builder may cancel this agreement and return all monies paid by the Buyer.
9. **Punch list** : Before substantial completion of the Project as defined in this agreement, Owner and Builder will prepare a detailed written punch list of all items to be corrected by Builder. **Submission of the punch list does not render the Project not substantially complete for the purpose of final payment.** The Builder will review the punch list and, within a reasonable time, correct the items listed in it to the reasonable satisfaction of Owner.
10. **Limited warranty** : Warranties are detailed in full in the separate guarantees provided by C.R.P. upon completion of work. Such warranties shall be given in lieu of all other warranties, expressed or implied by the seller. Sample warranties shall be made available for the benefit of the consumer at their request. Warranties will be signed and delivered to the purchaser upon C.R.P. receiving payment in full. Not paying for the product and/or labor will void all warranties. This limited warranty is not transferrable.
11. **Arbitration** : All claims or disputes arising out of this Agreement/Contract or its breach shall be decided by arbitration. This agreement to arbitrate shall be specifically enforceable in accordance with applicable law in any court that has jurisdiction. Notice of the demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. Any claim not submitted to arbitration within one (1) year after the event giving rise to the claim shall be barred.
12. **No other agreement** : This Contract and the Contract Documents incorporated in it is the entire agreement between the parties. No oral or written communication or negotiations that occurred before the execution of this Contract will be considered to be part of this agreement. This Contract may be modified only by written document signed by both the parties or by a written change order as provided in this agreement. This Contract shall be governed by the laws of the State of Michigan.