



# Kinney Enterprises

www.kinneye.zom

**COMMERCIAL ROOFING**  
CONTRACT NO. 000000000

*For an extraordinary roof!"*

1475 Jillbarr Court  
Astoria, OR 97103  
Office ..503.xxx.xxxx  
Fax. ....503.xxx.xxxx  
jim@.com

Owner's Name: JOHN Q. CUSTOMER		Owner's Address 949 GRANT STREET, SUITE 4A	
Owner's City BENICIA	Owner's Zip Code 94510	Owner's Phone 707.747.4735	Owner's Work Phone 800.820.5656
Project Name & Address 747 Boeing St., Ste. 757, Benicia, CA 94510			Email bill@calfo

I/WE, the Owner(s) of the premises described above authorize YourCompanyNameHere, hereinafter referred to as "Contractor", to perform the work necessary to roof and/or improve these premises in accordance with the following terms, specifications and conditions:

**a. Description of Work:**

**THIS IS THE  
COMMERCIAL ROOFING CONTRACT FORM**

**RC1** This form is to be used as a contract between your company and a commercial property owner or their agent. This contract is biased toward the roofing contractor and is concise but very protective of the contractor.

**b. Description of any areas that will NOT be worked on:**

This list of specifications may be continued on subsequent pages.

**c. Payment:** Contractor proposes to perform the above work, (subject to any additions and/or deductions) as follows:

Total Sum of \$ 75,000.00

Down Payment: \_\_\_\_\_

PAYMENT	AMOUNT
1. After Ten	\$5665886.75
2.	
3.	
4.	
5.	

By check: \_\_\_\_\_  
"Payment" <http://www.ACTContractorsForms.com>

**d. Commencement and Completion of Work:** Commencement of work shall mean the physical delivery of materials onto the premises and completion shall mean the completion of the work as described in provision (5) on the reverse side.

Approximate Start Date: 8-21-09

Approximate Completion Date: \_\_\_\_\_

**e. Acceptance:** This contract is approved and accepted (by me) under the terms, plans, specifications and specifications in this contract is the agreement between the parties. Changes in this agreement may only and will be expressed in writing by both parties. Changes may incur additional charges.

Additional Provisions: \_\_\_\_\_ On The Reverse Side And May Be Continued On Subsequent Pages (see page \_\_\_\_\_)

approved and accepted (owner/agent) \_\_\_\_\_ date \_\_\_\_\_

approved and accepted (owner/agent) \_\_\_\_\_

approved (contractor) \_\_\_\_\_ date \_\_\_\_\_

**OWNER/AGENT, see the "Arbitration of Disputes" provision on page two (provision 14) and the NOTICE following this provision. If you agree to arbitration, initial on the line below the NOTICE where indicated. Also, initial in the same place on EACH COPY of this contract.**

**NOTE: This contract may be withdrawn after 20 days from 5/20/09 if not approved and signed by both parties.**

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

**1. Contract, Plans, Permits and Fees.** The work described in this contract shall conform to the plans and the plan specifications (if any) except in the case of changes or additions. All required building permits will be paid for by owner. All other charges, taxes, assessments, fees, or charges by any government body, telephone or utility company shall be the responsibility of the Owner.

**2. Installation of Work.** Contractor shall perform any part of, or all of, the work herein.

**3. Change Orders.** Any change in lender, or any government body or authority, shall be covered under this contract, any cost in excess of the contract price as extra work and Owner shall pay for such extra work. All extra work as described in this contract shall be specified and approved in writing by both parties. Change orders shall become a part of this contract.

**4. Owner's Access.** Owner is responsible for the following: (1) Provide Owner, access to premises, and provide a storage area on the premises for equipment, but not limited to TV or radio antennas, that Owner fails to relocate such items but in no way is Contractor responsible for performance of adjacent property(ies) that are damaged from the use of adjacent property which are recognized as defects, for correcting any code violations, Construction, attached, in a schedule of this contract calamity, or by Contractor or restoring the property.

**5. Delay.** Contractor delays resulting from owner's agreement to make payments for equipment or materials beyond Contractor's control.

**6. Surplus Materials.** Contractor has been provided with the same. No credit is based upon the property of Contractor.

**7. Cleanup.** Contractor shall remove all surplus materials, debris and clean up the site. Contractor shall settle into clean condition. Contractor shall be responsible for this cleanup. Contractor shall remove all such areas and materials from the site within 10 days of completion of the work.

**8. Concealment.** Contractor shall not conceal any work done as extra work.

**9. Termites.** Contractor shall understand that Contractor shall be responsible for Pests (including Termites). Should any pest be suspected to be present on the premises, Contractor shall arrange and pay for inspection and abatement. Contractor shall warrant your building as being free of hazardous materials.

**10. Right of Access.** Contractor shall have the right to all past due progress payments until all past due progress payments are received. Contractor shall not be responsible for paying any material, equipment and/or labor in arrears in making payments to "suppliers". Contractor shall not be responsible for demand upon Contractor 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. Owner shall not be entitled, under any circumstances, to withhold payment from Contractor any amount greater than that exact amount. Contractor to these same "suppliers", for materials supplied for this job.

**11. Collection.** Owner agrees to pay all collection fees and charges including but not limited to legal and attorney's fees should Contractor default in payment of this contract. Overdue accounts shall be subject to interest charges at the rate of 18% per annum, or the higher rate allowed by law.

**12. Arbitration Fees.** In the event litigation or arbitration arises out of this contract, the prevailing party(ies) shall be entitled to all legal, arbitration, and attorney's fees. The court or arbitrator shall be bound to award fees based on any set, fee schedule but shall if it chooses, award the true amount of all costs, expenses and attorney's fees paid or incurred.

**13. Notice.** Any notice required or permitted under this contract shall be given by mail at the address of both parties contained on page one of this contract. The address may be changed from time to time by written notice by one party to the other. After notice is correctly posted and deposited in the mail it shall be deemed received by the other party after one (1) business day.

**14. Arbitration of Disputes.** Any controversy or claim arising out of or relating to this proposal/contract, or the breach thereof, shall be settled by arbitration in accordance with the applicable Construction Industry Arbitration Rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. A judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration award shall be subject to correction and/or vacation for the reasons stated in the law. The arbitrator shall award reasonable attorneys fees and expenses to the prevailing party. After being given due notice, should any party fail to appear at or participate in the arbitration proceedings, the arbitrator shall make an award based upon the evidence presented by the party(ies) who do (does) appear and participate. Notwithstanding Contractor's right to arbitrate, Contractor does not waive any of its lien rights.

**NOTICE:** By initialing in the space below you are agreeing to have any dispute arising out of the matters included in the "arbitration of disputes" provision decided by neutral arbitration as provided by law and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial. By initialing in the space below you are giving up your judicial rights to discovery and appeal, unless those rights are specifically included in the "arbitration of disputes" provision. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the applicable laws. Your agreement to this arbitration provision is voluntary.

**We have read and understand the foregoing and agree to submit disputes arising out of the matters included in the "arbitration of disputes" provision to neutral arbitration.**

I Agree to Arbitration: \_\_\_\_\_ I Agree to Arbitration \_\_\_\_\_  
 (Initials of Owner) (Initials of Contractor)

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