



# Ocean Roofing

www.RoofOC.com

For an extraordinary roof!™

**RESIDENTIAL ROOFING**  
CONTRACT NO. 000000000

1475 Jillbarr Court  
Ocean Shores, WA 98569  
Office .. 360.xxx.xxxx  
Fax. .... 360.xxx.xxxx  
jim@calform.com

|   |                                   |   |  |
|---|-----------------------------------|---|--|
| Owner's Name:<br><b>JOHN Q. CUSTOMER</b>                                      |                                   | Owner's Address:<br><b>949 GRANT STREET, SUITE 4A</b> |  |
| Owner's City:<br><b>BENICIA</b>   | Owner's Zip Code:<br><b>94510</b> | Owner's Phone:<br><b>707.747.4735</b>                 | Owner's Work Phone:<br><b>800.820.5656</b> |
| Project Name & Address:<br><b>747 Boeing St., Ste. 757, Benicia, CA 94510</b> |                                   |   | Email:<br><b>bill@calform.com</b>          |

**THIS IS THE RESIDENTIAL, HOME IMPROVEMENT ROOFING CONTRACT FORM RC3** This form is to be used as a contract between your company and a home owner. This contract is biased toward the roofing contractor and is concise but very protective of the contractor without being threatening to the customer. This form is available in separate versions to comply with the laws of each of the 50 states!

I/WE, the Owner(s) of the premises described herein, hereby refer to as "Contractor", to furnish the following terms, specifications and materials necessary to roof and/or improve these premises.

a. Description of work to be performed:

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

c. Payment: Contractor proposes to perform the above work, (subject to any additions and deletions) for the sum of

Total Sum of \$ 14,000.00

Down Payment

| <u>PAYMENT DUE WHEN</u> | <u>AMOUNT</u> |
|-------------------------|---------------|
| 1. After Tearout        | \$5665886.75  |
| 2.                      |               |
| 3.                      |               |
| 4.                      |               |

By check up to \$5000.00  
"Payment" [Click Here to go back to ACT Contractors Forms home page:](http://www.ACTContractorsForms.com)  
<http://www.ACTContractorsForms.com>

d. Commencement and completion of work. Substantial commencement of work shall mean the start of any labor and the contractor shall be subject to any applicable provisions of the contract per provision (5) on the reverse side.

Approximate Start Date: 8-2-09

Approximate Completion Date:

e. Acceptance: This contract is approved and accepted. I (we) understand there are no oral agreements or understandings between the parties. All terms, conditions, provisions, plans (if any) and specifications in this contract is the entire agreement between the parties. Changes in this agreement may only be made with the express approval of both parties. Changes may incur additional charges.

Additional Provisions of This Contract Are On The Reverse Side And May Be Continued On Subsequent Pages. Read the "Arbitration of Disputes" provision on page two (2), provisions and the NOTICE following this provision. If you have any questions, please call the contractor on EACH COPY of this contract.

Approved and accepted by Owner(s) \_\_\_\_\_ date \_\_\_\_\_

Approved by Contractor \_\_\_\_\_ date \_\_\_\_\_

Approved (contractor) \_\_\_\_\_ date \_\_\_\_\_

You, the Buyer, may cancel this contract 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.

NOTE: This proposal 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, Specifications, Permits and Fees.** The work described in this contract shall be done in accordance with the plans and the plan specifications (if any) except in the case of any amendments. All provisions of this contract shall have control over both the plans and specifications. All required building permits will be paid for by owner. All other charges, taxes, assessments, fees etc., of any kind levied by any government body, telephone or utility company shall be paid for by Owner.

**2. Installation.** Contractor shall be responsible for the installation of any part of, or all of, the work described herein...

**3. Change Order.** Any change order, amendment, or any government body or inspector require under this contract, any cost incurred by Contractor shall be price as extra work and Owner agrees to pay Contractor for such extra work. All extra work as well as any other changes shall be specified and approved by both parties in writing. All change orders shall become a part of this contract and shall be subject to the same terms and conditions as this contract.

**4. Owner's Responsibilities.** Contractor shall be responsible for the following: (1) to provide access to premises, and to provide a storage area on the premises for equipment, materials, and any item that prevents Contractor from performing the work. If Owner fails to provide access to premises, Contractor shall be responsible for the performance of the work. Contractor shall be responsible for the use of adjacent property(ies) that may be affected by the work. Contractor shall be responsible for correcting any code violations or construction, all attached, in a summary of this contract. Contractor shall be responsible for restoring the project to original condition.

**5. Delay.** Contractor shall be responsible for any delays resulting from Contractor's actions or inaction, or owner's agent's actions or inaction, or strike, war, government actions, or any other event beyond Contractor's control.

**6. Surplus Materials.** Contractor shall be responsible for the disposal of surplus materials. No credit shall be given for surplus materials. Property of Contractor is the property of Contractor.

**7. Cleanup & Debris.** Contractor shall be responsible for the cleanup of debris and surplus materials. Contractor shall be responsible for the cleanup of debris and surplus materials that settle into ceilings or no. Contractor shall be responsible for the cleanup of debris and surplus materials wherever own. Contractor shall be responsible for the cleanup of debris and surplus materials right to display date of signing past the date of signing. Contractor shall be responsible for the cleanup of debris and surplus materials which may be given to Contractor.

**8. Concealed Damage.** Contractor shall be responsible for the discovery of any dry rot or other sub-roof damage during the course of the work. Contractor shall be responsible for the discovery of any damaged deterioration and Contractor shall be responsible for the discovery of any damaged deterioration will only be Contractor's responsibility.

**9. Termites, Pests, and Hazardous Materials.** Owner understands that Contractor is not a pest control contractor or abatement contractor for Hazardous Materials, or for Pests (including Termites). Should any pest be suspected to be present on the premises, it is Contractor's responsibility to arrange and pay for inspection and abatement. Contractor shall be responsible for the cleanup of your building as being free of hazardous substances.

**10. Right to Stop Work.** If any payment is not received, Contractor shall have the right to stop work until all past due progress payments are received. Contractor shall be responsible for the discovery of any damaged deterioration will only be Contractor's responsibility.

**11. 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 shall be subject to correction and/or modification for the reasons stated in any court having jurisdiction thereof. The arbitrator shall be responsible for the reasonable attorneys fees and expenses to the prevailing party. After being given due notice, any party fail to appear in arbitration proceedings shall be responsible for the arbitration proceedings. The arbitrator shall make awards based on the evidence presented by the party(ies) who appears and participates. 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 your rights to litigate in court. By initialing in the space below you are giving up your rights to discovery, appeal, unless those rights are specifically included in the "arbitration of disputes" provision. If you refuse to submit to arbitration, you may be compelled to arbitrate by 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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