



HammerTime Roofing

#23 "The best roofs are built by Hammer!"

RESIDENTIAL ROOFING
CONTRACT NO. 000000000

1475 Jillbarr Court
Jericho, TX 75935
Office ..936.xxx.xxxx
Fax.936.xxx.xxxx
bill@calform.com
TX Reg. No. _____

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@calform.com

**THIS IS THE
RESIDENTIAL, HOME IMPROVEMENT
ROOFING CONTRACT FORM RC4**

This form is to be used as a contract between your company "salesperson" or representative and a home owner. This contract is biased toward the roofing contractor and is concise but very protective of the contractor. This contract is similar to RC3 but gives the company the option to cancel the contract if it is not approved by the estimation department. Translation, if you have a salesperson who wants to hurt the company or who just doesn't know how to bid, and they write a contract for a price you just cannot do the job for, you can cancel it! This form is available in separate versions to comply with the laws of each of the 50 states!

a. Description of the work and the

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 or deletions)

Total Sum of \$ 14,000.00

<u>PAYMENT DUE WHEN</u>	<u>AMOUNT</u>	<u>PAYMENTS TO</u>
1. After Tearout	\$5665886.75	By check upon receipt
2. _____	_____	"Payment Due When"
3. _____	_____	_____
4. _____	_____	_____

Click Here to go back to ACT Contractors Forms home page:
<http://www.ACTContractorsForms.com>

d. Commencement of Work: Substantial commencement of work shall mean the performance of any work and shall be subject to any possible delays as provided in provision (6) on the reverse side.

Approximate Start Date: 8-20-09

Approximate Completion Date: _____

e. Acceptance: This contract is approved and accepted. There are no oral agreements or understandings. The terms, provisions, conditions, and specifications in this contract are the entire agreement between the parties. Changes may incur additional charges. As described in provision (1) on page two, the Contractor may cancel and refunding any down payment.

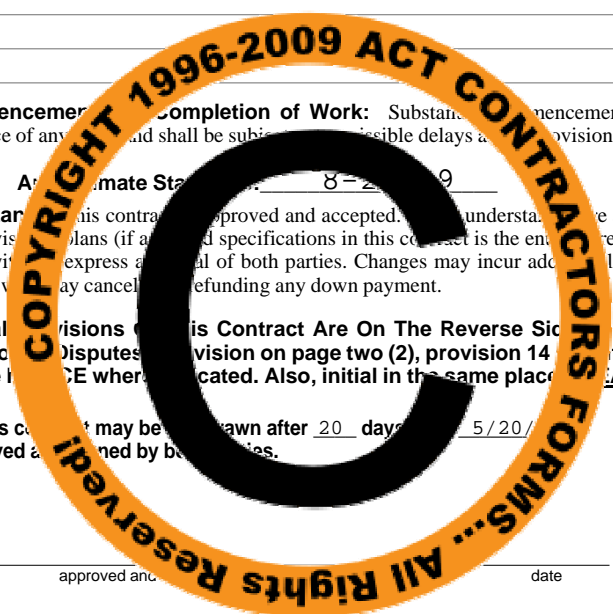
Additional Provisions of this Contract Are On The Reverse Side and May Be Continued On Subsequent Pages (see provision 14). Arbitration Disputes: See provision on page two (2), provision 14. Each party shall sign and initial in the same place on EACH COPY of this contract.

NOTE: This contract may be returned to the contractor after 20 days of 5/20/09 if not approved and accepted by the owner.

Field Representative

In witness thereof the owner(s) have hereunto set their hand and seal this 28 day of September, 2009, and acknowledges a true and correct copy of this contract.

By _____ 3355698
company representative



You, the Buyer, may cancel this transaction at 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.

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

1. Contractors Right To Contractor understands that final approval of this contract rests with Contractor's installation and estimation departments. In the event of any payment made hereunder shall be null and of no effect. Contractor's signature herein shall constitute approval of this contract.

2. Contract, Plans, and Fees. The work described in this contract shall be in accordance with the plan specifications (if any). This contract shall have control over both the plans and permits. All building permits will be paid for by owner and fees etc., of any kind utility company or the government body, telephone or

3. Installation. Contractor shall be responsible for the installation of, or all of, the work herein.

4. Change Orders. If any government body or inspector require any extra work and Owner agrees to pay Contractor for this contract, any cost incurred by Contractor shall be specified and approved by both parties. Change orders shall become a part of this contract.

5. Owner's Responsibility. Owner is responsible for the following: (1) to see that toilet facilities are provided on the premises, and (2) to provide area on the premises for equipment that prevents Contractor from

to TV or radio antenna fails to relocate such way is Contractor re-locating during the performance of adjacent property (ie. Owner agrees to be responsible for any resulting from the existing defects which have no liability for structural defects, or

Course of Construction clauses attached, in performance of this disaster or calamity Contractor in re-roofing

6. Delay. Contractor delays resulting from owner or owner's agent or payments for expenses, strike, war, government Contractor or beyond

7. Surplus Materials. If contract has been same. No credit contract is based on contract is the price

8. Cleanup & Debris. Contractor shall clean up and remove all surplus materials and debris and broom clean condition. Contractor shall settle into a beam ceilings or this cleanup. Contractor shall areas wherever the right to dispose the date of signature days past the date grants Contract which may be

9. Concealed Work. Contractor shall not or other sub-roof the work. Contractor shall course of the work. Contractor shall any work done done as extra work

10. Termite. Contractor is responsible for Hazardous Materials (including Termites). Should any termite or Pest be suspected to be present on the premises, Contractor shall arrange and pay for inspection and abatement. Contractor shall your building as being free of

11. Right to Payment on Labor and Materials. If any payment is not received, Contractor shall have the right to stop work until past due progress payments are received. Contractor shall not be responsible for paying any material, equipment and labor. Contractor shall be in arrears in making payments to Contractor for a period. If these same "suppliers" make

demand upon Owner for payment, Owner may make such payment on behalf of Contractor and Contractor shall reimburse Owner 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 collect as a contractor any amount greater than that exact amount of materials supplied on Owner's behalf to Contractor to these same "suppliers", for work done on the premises.

12. Collection. Owner shall be responsible to pay all collection fees and attorney fees but not limited to all legal and attorney fees that result should Owner default on payment of this contract. Owner's accounts are subject to a charge of 18% per annum or at the best rate allowed by law.

13. Legal Fees. In the event of litigation or arbitration arising out of this contract, prevailing party (ies) are entitled to all legal, arbitration, and attorney fees. The court or arbitrator shall not be bound to award fees based on any fee schedule. The court shall if it so chooses award the amount of all costs, expenses and attorney fees paid or incurred.

14. Arbitration of Disputes. Any dispute or claim arising out of or relating to this proposal, or the performance thereof, shall be settled by arbitration in accordance with the applicable Construction Industry Arbitration Rules of the American Arbitration Association. At the time the demand for arbitration is filed, 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)

Click Here to go back to ACT Contractors Forms home page:
<http://www.ACTContractorsForms.com>

