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!
**ADDITIONAL PROVISIONS:** In the event that any phrase, term or provision of this contract is held to be invalid, illegal or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other term or provision of this contract or the validity, legality or enforceability of this contract in any other jurisdiction. In the event that any phrase, term or provision of this contract is held to be invalid, illegal or unenforceable, the各方 shall in good faith attempt to agree upon a substitute phrase, term or provision to replace the invalid, illegal or unenforceable phrase, term or provision.

1. **Contractors Right To Cancel:** Contractor shall have the right to cancel the contract if the work is not performed in accordance with the plans and specifications, or if the work is not performed in a good and workmanlike manner, or if the work is not performed within a reasonable time.

2. **Delay:** If the work is not performed in accordance with the plans and specifications, or if the work is not performed in a good and workmanlike manner, or if the work is not performed within a reasonable time, Contractor shall be entitled to recover damages for any delays caused by such non-performance.

3. **Surplus Materials:** Any surplus materials left over after this contract shall be the property of Contractor and will be removed by Contractor.

4. **Change Orders:** Any changes in the plans or specifications made after the contract is signed shall be the responsibility of the party making the changes.

5. **Owner's Responsibility:** The owner shall be responsible for all permits, fees, taxes, and other charges in connection with this contract.

6. **Dispute Resolution:** Any disputes arising out of or relating to this contract shall be settled by arbitration in accordance with the applicable Construction Industry Arbitration Rules of the American Arbitration Association. 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 on 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.

7. **Clean-up:** Any debris consisting of trash, dirt, asphalt, or small bits of materials generated during the course of this contract shall be removed by Contractor.

8. **Termites:** Owner understands that any work done by Contractor to remedy any discovered deterioration will only be warranted if performed by a licensed pest control contractor.

9. **Concealed Damage:** Owner agrees to pay all collection fees and costs, including necessary inspection fees.

10. **Arbitration:** Any controversy or claim arising out of or relating to this contract shall be settled by arbitration in accordance with the applicable Construction Industry Arbitration Rules of the American Arbitration Association. 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.

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.