

Kansas State Roofing

commercial • residential



#11

www.KS-Roof.com

RESIDENTIAL ROOFING TIME & MATERIALS
PROPOSAL/CONTRACT NO. 000000000

1475 Jillbarr Court
Kansas City, KS 67585
800.820.5656
nancy@calform.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@calform.com

I/WE, the Owner(s) of the premises described above authorize _____ to act as "Contractor", to furnish all materials and labor necessary to roof or improve the above premises in accordance with the following specifications and provisions:

a. Description of the work:

**THIS IS THE
RESIDENTIAL, HOME IMPROVEMENT ROOF-
ING TIME AND MATERIAL CONTRACT FORM RC6**

This form is to be used as a contract between your company and a home owner WHEN THE COMPENSATION FOR THE JOB IS ON A TIME AND MATERIAL BASIS. This contract is biased toward the roofing contractor and is concise but very protective of the contractor. This contract for is designed to work with our form COW Cost of Work Addendum which details and more importantly, clarifies, how the "cost of the work" is determined. This form, AS ARE all FORMS CREATED BY ACT Contractors Forms, is available in separate versions to comply with the laws of each of the 50 states!

This list of specifications may be continued on subsequent pages.

b. Payment: Contractor proposes to perform the above work subject to any additional conditions. Owner will pay Contractor the "Cost of The Work", as defined in the attached addendum to this contract. The term "Cost of The Work" shall include all items listed in the addendum as compensation for Contractor's profit and overhead. The term "Cost of The Work" shall also include the performance of the work as described above in section "a" and will include all items listed in the addendum.

Contractor will submit all supporting documentation to Owner and invoice on a monthly basis.

c. Completion of Work: Substantial completion shall mean either the completion of the work or the completion of the work within the time specified in the proposal, whichever is earlier. Substantial completion shall be subject to the following conditions: (1) all work shall be completed in accordance with the specifications; (2) all work shall be completed in accordance with the specifications; (3) all work shall be completed in accordance with the specifications; (4) all work shall be completed in accordance with the specifications; (5) all work shall be completed in accordance with the specifications.

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

d. Acceptance: This proposal/contract is approved and accepted. I understand there are no oral conditions, promises, plans (if any) and specifications in this proposal/contract is the entire agreement between the parties. Contractor shall not incur additional charges without the express approval of both parties. Changes to the contract shall be made only with the express approval of both parties. Changes to the contract shall be made only with the express approval of both parties.

Additional Provisions: This Proposal/Contract is On the Reverse Side And May Be Continued On Subsequent Pages. Read the "Arbitration" Provision on the Reverse Side (2), provisions 13 and the NOTICE following this provision. If you agree to the NOTICE, please indicate the same on EACH COPY of this contract.

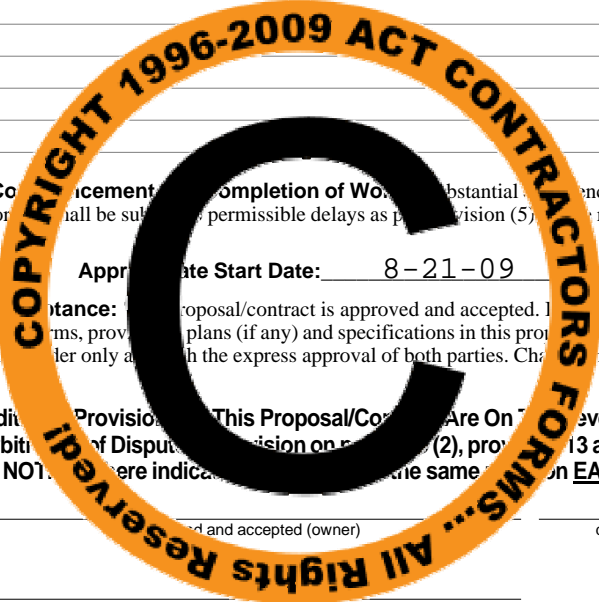
You, the Buyer, may cancel this proposal/contract prior to midnight of the date of this transaction. Please use the Cancellation form for an explanation.

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

approved and accepted (owner) _____ date _____

approved and accepted (owner) _____ date _____

approved (contractor) _____ date _____



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 where the 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 utility company or by any government body, telephone or

2. Installation. Contractor shall install any part of, or all of, the work herein.

3. Change Order. If the owner, or any government body or inspector require any change to the work ordered under this contract, any cost incurred by Contractor shall be specified and approved by both parties in writing before the work is performed and shall become a part of this contract.

4. Owner's Responsibility. Owner is responsible for the following: (1) to provide access to premises, and to provide a storage area on the premises for equipment and materials, not limited to TV or radio antennas, which Owner fails to relocate such item but in no way is Contractor responsible for performance of the work of adjacent property(ies) that are adjacent to the property to be constructed. Contractor shall be responsible for correcting any defects or code violations of adjacent property, all attached, in a summary of this contract. Calamity, or by the re-roofing or restoration.

5. Delay. Contractor shall be responsible for any delays resulting from Contractor's agent or owner's agent payments for extra work, governmental or beyond Contractor's control.

6. Surplus Materials. Contractor shall be responsible for any surplus materials that settle into attics, ceilings or no areas for this work. Contractor shall be responsible for the removal of the surplus materials.

7. Cleanup & Removal. Contractor shall be responsible for the cleanup and removal of surplus materials from the work area. Contractor shall be responsible for the removal of the surplus materials from the work area.

8. Concealed Work. Contractor shall be responsible for any work done under the roof that is not shown on the plans. Contractor shall be responsible for any work done under the roof that is not shown on the plans.

9. Termites, Lead, Asbestos, and Hazardous Materials. Contractor shall be responsible for any work done under the roof that is not shown on the plans.

10. Right to Stop Work. Contractor shall be responsible for any work done under the roof that is not shown on the plans.

11. Collection. Contractor shall be responsible for any work done under the roof that is not shown on the plans.

prior to making payment on behalf of Contractor. Owner shall not be entitled, under any circumstances, to collect as reimbursement from Contractor any amount greater than that exact amount actually and truly owed by Contractor to these same "suppliers", for work done or materials supplied on Owner's job.

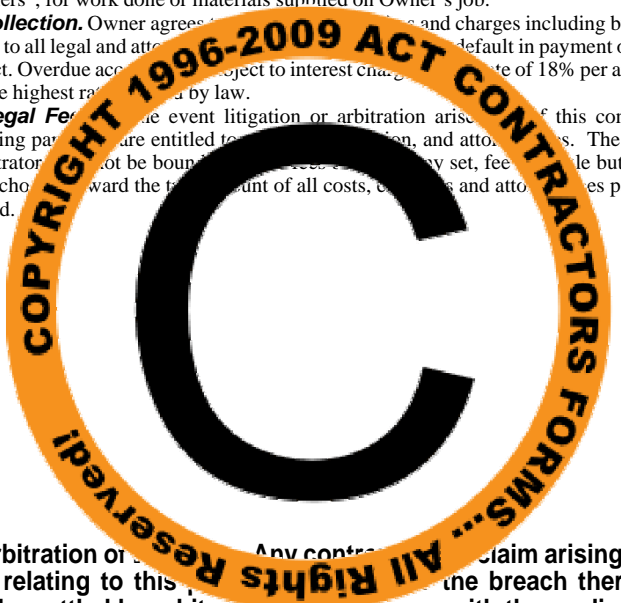
12. Legal Fees. In the event litigation or arbitration arises out of this contract, prevailing party shall be entitled to reasonable attorneys fees. The court or arbitrator shall not be bound by any set, fee schedule but shall award the true amount of all costs, expenses and attorneys fees paid or incurred.

13. Arbitration. Any contract 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 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)



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