



# TITAN ROOFERS

www.TitanRoofers.com

## RESIDENTIAL ROOFING PROPOSAL & CONTRACT NO. 000000000

1005 W. School Street  
Murfreesboro, TN 37129  
Office ..615.xxx.xxxx  
Fax....615.xxx.xxxx  
service@titanroofers.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

YourCompanyNameHere, hereinafter referred to as "Contractor", hereby proposes to furnish to Owner all materials and labor necessary to roof the above premises in a good, workmanlike and substantial manner according to the following specifications:

**THIS IS THE  
RESIDENTIAL, HOME IMPROVEMENT  
ROOFING PROPOSAL/CONTRACT FORM RPC**

This form is to be used as a proposal/contract between your company and a home owner. This proposal/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!

a. Description of the work and the materials to be used:

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 deletions) for the sum of:

Total Sum of \$ 14,000.00

Down Payment:

PAYMENT	AMOUNT	TERMS
1. After T	\$5665886.75	By check upon completion of work
2.		"Payment Due"
3.		
4.		

d. Commencement of Work: Substantial commencement of the job shall be subject to any provisions of any applicable laws and shall be subject to any applicable provisions of any applicable laws.

Approximate Start Date: 8-21-09

Approved:

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e. Acceptance: This proposal is approved and accepted. I (we) understand and there are no oral agreements, conditions, or provisions, (if any) and specifications in this proposal/contract are the entire agreement between the contractor and the owner. Changes made without the express approval of both parties. Changes made without the express approval of both parties. Changes made without the express approval of both parties. Changes made without 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 "Limitation of Disputes" provision on page two (2), prior to signing this contract. You agree to sign the line where indicated. Also, initial in the same place on the reverse side.

Accepted (owner)

date

You, the Buyer, may cancel this transaction. See the attached Notice for an explanation of this right.

approved and accepted (owner)

approved (contractor)

date

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 and Fees.** The work described in this contract shall be in accordance with the plans and the plan specifications (if any) except in those instances when the provisions of this contract shall have control over the plans and the plan specifications. All required building permits, fees etc., shall be paid for by owner and obtained by Contractor. All other expenses, including telephone or utility company or the like shall be paid by Contractor.

**2. Change Orders.** Should the Owner, or any government body or inspector, require any change to the work covered under this contract, the Contractor shall be required to prepare and add to the contract price a change order. The Contractor agrees to pay for his normal selling and administrative expenses, as well as any other modifications to the contract price. Change orders shall become a part of this contract.

**3. Delay.** Contractor shall be responsible for any delay or damage occasioned by delays in the performance of the work by its subcontractors, extra work, or failure of owner to make payments, including extra work, shortages of materials, or governmental regulations. Contractor shall be responsible for any delay or damage occasioned by delays in the performance of the work by its subcontractors, extra work, or failure of owner to make payments, including extra work, shortages of materials, or governmental regulations.

**4. Cleanup & Adverse Conditions.** Contractor shall be responsible for the cleanup of debris and surplus materials from the premises in a neat, tidy, and safe manner, including dirt, asphalt, or small stones, or any other area where cleanup is unavoidable and Contractor recommends that the Owner be responsible for the cleanup of areas wherever over the period of time stated in the contract. Payment in full shall be published the project and given to prospective bidders.

**5. Concealed Defects.** Contractor shall be responsible for any rot or other defects discovered during the construction of the project. Such discovery shall be a written change order to the contract.

**6. Termite.** Contractor shall be responsible for any termite infestation or damage to the structure. The Contractor shall be responsible for any termite infestation or damage to the structure.

**7. Construction Fees and Charges.** Contractor shall be responsible for any construction fees and charges, including attorney fees that result should the Contractor be in breach of the contract. Overdue accounts are subject to a charge of 10% per annum or at the highest rate allowed by law.

**8. Litigation or Arbitration.** If litigation or arbitration arises out of this contract, the Contractor shall not be bound to award fees and costs. The Contractor shall if it so chooses, award the true and correct amount of attorney fees paid or incurred.

**9. 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 shall be in effect at the time the demand for arbitration is filed. Any arbitration award shall be subject to correction or vacation for reasons stated in the law. The arbitrator shall award reasonable attorney fees and costs to the prevailing party, after being given notice, and any party who fails 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 litigate, Contractor does not waive any of its lien rights.

**NOTICE:** By initialing the space below you are agreeing to have any dispute arising out of the matters included in the "arbitration of disputes" provision resolved by neutral arbitration as provided herein and you are giving up any right you might possess to have any dispute litigated in a court of law or jury trial. By initialing in the space below you are giving up your judicial rights to discovery and appeal. Your rights are specifically waived 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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