

CLIENT -NAME/S: _____	INSURANCE -COMPANY: _____
CLIENT ADDRESS: _____	CLAIM # _____ DEDUCT: \$ _____
CITY: _____ ST _____ ZIP _____	INSUR.#: _____ FAX: _____
JOB ADDRESS: <input type="checkbox"/> -SAME _____	ADJSTR: _____ #: _____
PHONE #s: _____	LOSS DATE: _____ NOTES: _____

DAMAGE APPRAISAL	( ) -ROOF ( ) -COMP ( ) -WOOD ( ) -METAL ( ) -REDECK ( ) -FLAT ( ) OTHER	( ) -GUTTER ( ) -DOWNSPOUTS
OUT-BUILDINGS-( QTY )	( ) -SIDING ( ) -FASCIA ( ) -WINDOWS ( ) -DOORS ( ) -SCREENS	( ) -A/C FINS ( ) -AWNINGS ( ) -CARPORT ( ) -FENCE
OTHER: _____		
<b>Email</b>		
Contractor will perform a thorough inspection to reconcile the <u>Insurance Adjusted Work</u> with the <u>Project "Scope-of-Work"</u> - before approving and starting work.		

**Contingency Agreement - For insurance claim repairs**

◆ I authorize *Heartland Roof & Gutter* to act on my behalf and in my best interest to obtain approval for the appropriate repair work, for hail and storm damage, from my insurance company.

I AUTHORIZE MY INSURANCE COMPANY [ Customer Initials ] to discuss and negotiate repairs and pricing directly with *Heartland Roof & Gutter* representatives to settle my claim in a timely manner.

◆ I authorize *Heartland Roof & Gutter* to complete the insurance covered work for no out-of-pocket expense to me except for: my deductible, and any non-recoverable depreciation. (Decking repairs are typically not covered by insurance.)

*Heartland Roof & Gutter* is entitled to any and all of the insurance claim proceeds including 'Base Service Charges', 'Overhead & Profit', and 'Supplemental Items' to any and all jobs. *Heartland Roof & Gutter* will provide Customer with a 'Scope of Work' to be performed, based on the approved insurance adjustment.

◆ The ACV Draft, or its equivalent, is due upon arrival from insurance to *Heartland Roof & Gutter* as down payment for the project. Customer's out-of-pocket expense is due upon completion of the work. The balance due shall be paid from the remaining insurance proceeds, as soon as they are received by Customer.

◆ Customer will promptly forward any and all communications from their insurance company and/or mortgage co. to help facilitate the funding process.

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**Agreement Authorization** - The terms and conditions contained herein the front and back of this Contingency Agreement are satisfactory and hereby accepted and approved.

_____ OWNER 1 - SIGNATURE	_____ DATE	_____ OWNER 2 - SIGNATURE	_____ DATE
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\_\_\_\_\_  
COMPANY REPRESENTATIVE APPROVAL      DATE

Marketing Rebate Allowance at Completion:

☐ -If owner has assigned their decision authority regarding their property to a Power of Attorney then POA approval is required.

## Agreement - Terms & Conditions

1. **Agreement Terminology:** ♦Heartland Roof & Gutter - "Contractor", ♦Property Owner/Client and/or their agents - "Owner", ♦Project work - "Work".
2. **AGREEMENT CANCELLATION:** Should Owner cancel this Agreement for any reason prior to the Rescission Date of this Agreement, Contractor shall return to Owner all payments made under this Agreement within ten (10) days of receipt of the *Notice of Cancellation* of this Agreement. If this Agreement is cancelled after the rescission period, without consent of the Contractor, the price of the Work Already Performed including, but not limited to Sales and/or Insurance Work (25% of Project or Insurance Claim, whichever is greater) and Restocking Cost will be due and payable to Contractor upon cancellation or, if applicable, upon receipt of insurance draft. To cancel this Agreement within the 3 day Rescission Period: Mail or deliver a copy of the Signed Notice of Cancellation to Contractor by no later than midnight of the 3<sup>rd</sup> business day (Mon.-Fri.) from Approval Date.  
Legal Business Days: Mon.-Fri. except for State and/or Federal holidays.
3. **Terms & Deposits:** Owner hereby agrees to pay Contractor for the Work in cash equivalents including a down payment of ♦ACV Insurance check or 50% upon Approval, ♦Customer Out-Of-Pocket share @ completion, and ♦Balance due upon receipt of insurance or financing funds.
4. **Payment Hold Back:** If a Project or Project Segment is substantially complete except for minor items, then a reasonable payment on the work completed may be called due and payable by Contractor (unless customer is relying on Financing or Insurance funds that have not been paid yet).
5. **Late Payment / Service Charge:** Accounts over due are subject to a service charge of 1½% per month or the maximum allowed by law, on the unpaid balance. Interest shall accrue from the due date. All reasonable attorney and collection fees shall be paid by the Owner.
6. **Work Schedule:** Project details must be finalized and agreed down payment must be paid prior to being placed on our schedule. Reasonable delays include, but are not limited to, weather, non-delivery, default in shipment by a supplier, loss of labor, Insurance company work approval or funding delays, or other causes beyond Contractor's control.
7. **Supplies:** Contractor shall provide necessary labor and materials to complete the Work as specified. Contractor shall not be responsible for an exact match of any materials, unless specified in writing. All materials shall remain the property and title of the Contractor until fully paid by Owner. All surplus materials shall remain the property of the Contractor. Contractor is not responsible for replacement of unforeseen rotted wood, replacement parts, or etc. in excess of the agreed work. Contractor may, at its discretion, substitute materials to be used in the Work. If determined by Contractor, during the performance of the Work, that additional labor and materials are required beyond what is specified in this Agreement in order to complete the Work, the additional cost for such shall be borne by Owner.
8. **Changes in Contract:** Owner hereby acknowledges that any Change Orders, requested by Owner and approved by Contractor pursuant to this section of this Agreement, shall be paid as per the terms of the Contractor's Change Order policy. Any changes made to this Agreement as required by regulatory agencies will be at additional cost to the Owner, unless already cited in this Agreement. Furthermore, by approving this agreement Owner acknowledges that no change has been made to this Agreement by any salesperson or other agent of Contractor on behalf of Owner.
9. **Sheathing:** Decking damage discovered upon removal of roof shall be an additional charge. Replacement of such will be at the decision of the job supervisor if reasonable attempts to obtain Owner's consent for repairs are unsuccessful. Contractor may attempt to collect such charges from insurance but Owner is responsible if insurance will not pay.
  - **Trip Charges**-\$50 /trip - plus mileage (\$1/mile for over 20 total miles).
  - **Sheathing R&R:** ♦7/16" OSB-\$60/sht, ♦½" CDX-\$75/sht, ♦1xs-\$6 /BF
  - **Sheathing Overlay:** ♦7/16" OSB-\$45/sheet, ♦½" CDX-\$60/sheet.
10. **Default** Owner shall be in default of this Agreement if Owner does not tender payments as described in this Agreement. Upon Owner's default, the Contractor may immediately discontinue the Work and the entire balance shall be immediately due and payable. Waiver of any default shall not operate as a waiver of any other default on future occasions.
11. **Marketing Rebate Allowance:** may be extended for yard signs, referrals, and other promotional helps as specified in project agreement.
12. **Insurance Claim**
  - a. Owner is responsible for their share of their Claim such as the deductible, non-recoverable depreciation, or other non-covered work such as, but not limited to, sheathing repairs, code enforced changes, policy exclusions, etc.
  - b. Contractor's final project pricing may be adjusted to current insurance accepted rates (i.e. Xactimate) at the time of production. Additional proceeds for such Contractor performed work are payable to Contractor in full. **This provision cannot be nullified except by written agreement approved by Contractor top-level management (not by a sales rep).**
13. **Owner Responsibilities:** Owner warrants that they are the legal owner property. Owner agrees to provide Contractor, at no charge, electricity, hose and water use. Prior to Work Owner should remove valuables from walls and/or ceilings. Owner shall lock away and/or secure items of value in or on the Property. Owner shall be available during construction for clarification of specifications, or approval of additional Work, to provide access to the property if required, and to provide project payments as required.  
**Yard Sign:** Contractor may display until job completion and 90 days thereafter.
14. **Contractor Liability:** Contractor shall not be liable for defects which are characteristic to the particular materials such as cracks, splits, shrinkage or warping of wood, etc. Due to the nature of the Work, damages to property may occur. Contractor is not liable for normal work procedure results such as noise, vibration, discomfort, interior wall cracks, drywall nail pops, flaking paint, attic debris, landscape disturbance, dusty interior, damages to: driveways, light fixtures, hangings on walls and ceilings. Contractor is not liable for common occurrence weather related problems such as ice dam leaks, gutter back up, or Acts of God. Contractor is not liable for improper drainage or roof sagging due to incorrect structural sloping or other roof structure problems. Contractor may be responsible for damages to the property and the contents therein only if the following are all true:
  - ♦Contractor, or its employees or servants are found and held to be negligent,
  - ♦The Owner notified the Contractor within (48) hours of the problem/issue occurrence, and
  - ♦The owner offered the contractor a reasonable opportunity to correct the problem or issue.
- Satellite Dish or Antenna:** Owner is responsible for re-alignment of such.
15. **Financing:** If Work is financed, Owner agrees to execute and deliver necessary finance papers or forms required by the lending agency in advance of commencement of the Work. Upon Completion of the Work Owner agrees to execute a certificate of completion for such.
16. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties. Contractor is not liable for nor bound in any manner by any statements, representations, warranties, or promises made by any person representing or proposing to represent Contractor unless such statements, representations, or promises are set forth in this Agreement. Any modification of this Agreement must be in writing and signed by both parties.
17. **Binding Contract:** This Agreement, until approved by Contractor, is subject to change or revocation by Contractor. Upon approval by Contractor, this Agreement shall constitute a binding agreement between the Contractor and the Owner. In the event such approval is not granted within sixty (60) days of the date of this Agreement and negotiations with insurance are not making progress, the Owner may cancel this Agreement and be refunded their down-payment without interest and neither the Contractor nor the Owner shall be liable to each other for costs or damages. Contractor reserves the right to reject or cancel all or part of this Agreement due to unacceptable payment performance or credit rating of the Owner. Any change approved by Contractor shall be communicated to Owner and be subject to acceptance within ten (10) business days. If such change is not accepted in writing by Owner within such time, Contractor may refund the down payment without interest to Owner in full termination of this Agreement.
18. **Severability:** If any provisions of this Agreement are adjudged by any court to be void or unenforceable, such adjudication shall not affect the validity of the remainder of this Agreement. Each provision of this Agreement is severable from others, and constitutes a separate and distinct covenant.