



9422 Fox Bend Ln Missouri City, Texas 77459

Phone: 346-375-4169

**Name:** Lee Palmer      **Address:** 2903 Greens Ferry Ct Richmond, TX 77406

**Job:** Residential Repairs Estimate

*We propose hereby to furnish material and labor-complete in accordance with specifications below for the sum of:*

**\$680.00**

*Price includes tax*

All material is guaranteed to be as specified

All work is to be completed in a workmanlike manner according to standard practices. Any alternation or additions, verbal or written, to the specifications below invoicing extra cost will be charged over and above estimate

Proposed by: Andre Castro on 1/12/2020

We hereby propose to furnish all materials and perform all the labor necessary for the completion of:

- 1) CAULK AND SEAL ALL ROOF PENETRATIONS. (EXHAUST VENTS AND ROOF JACKS).
- 2) INSTALL LEAD JACKS AND PAINT TO MATCH SHINGLE COLOR.
- 3) CLEAN GUTTERS AND ROOF DEBRIS UPON COMPLETION OF WORK (I.E. RUSTY NAILS, TWIGS, BRANCHES).
- 4) INSPECT ENTIRE ROOFS SURFACE UPON COMPLETION AND ENSURE ALL WORK IS COMPLETED IN SATISFACTORY MANNER TO HOMEOWNERS EXPECTATIONS.

Sienna Roofing to supply all labor and materials and a 1-year workmanship warranty on material and labor, which is transferable to one owner.

## **DAY OF JOB INFORMATION FOR YOU TO KNOW:**

*Air conditioning lines, gas lines, water lines, and wiring should never be installed running directly underneath the roof deck. Any such lines could be punctured by nails or fasteners. If you are aware of any such lines, please notify us immediately! Sienna Roofing, LLC is not responsible for damage to these items due to their improper installation.*

**PROPERTY ACCESS:** Your contract price is calculated allowing us access to your driveway for our trucks as well as access to your electricity and hose supply. Please park your vehicles out of the garage and off of the driveway during construction. We will require access to your driveway to load material onto the roof, remove debris from the roof, and to clean up. If exterior plugs are not available, please run an extension cord through a window or door. Please unlock all gates to provide access to all areas of your yard for clean-up. Turn off all alarms and sprinkler systems. Confine pets indoors or restrain away from the working areas. Check all gates prior to releasing them back into your yard.

**ROOF TEAR OFF TO LATHES OR RAFTERS:** If we are tearing off an old roof down to the existing lathes or rafters, dirt and debris may filter down into your attic area or garage. Please protect or remove any valuable items stored in these areas. Sienna Roofing, LLC is not responsible for damage to these items or to clean the attic or garage area.

**VIBRATION AND DUST:** Vibration from the construction can cause items to fall and break. Please remove any items from walls or open shelving that are not well secured such as light fixtures, mirrors, pictures, candles, plates, etc. Sienna Roofing, LLC is not responsible for broken items inside the house, the vibration will also cause dust to fall. If you are asthmatic or allergic to dust, please be prepared protect yourself or leave the jobsite.

**VAULTED CEILINGS:** In most vaulted ceilings, the sheetrock is nailed directly to the underside of the rafters. In this situation, the vibration from construction activities may cause the texture to release from the nail heads. We will be happy to paint over the exposed nail heads with touch-up paint that you supply. Small cracks in the tape and bed may also appear. Sienna Roofing, LLC is not responsible for cracking.

**TV CABLE/SATELLITE DISHES:** Our estimate includes the removal and replacement of any roof mounted satellite dishes. It does not include costs for re-calibration, if necessary. Sienna Roofing, LLC is not responsible for broken wires or poor reception.

**SKYLIGHTS:** In order to properly re-flash a skylight, we must remove the frame from the curb. When the skylight is removed, dried paint, texture, tree debris, or sheetrock fragments may fall inside the house. Please cover or remove anything directly underneath all skylights. Sienna Roofing, LLC cannot assume responsibility for pre-existing paint/texture conditions in the skylight wells.

**VENTS:** Upon completion of your job, please check the interior connections of your furnace and hot water heater vent pipes. If you are not able to do so please notify us of this and we will inspect them for you.

**WEATHER:** Work will be delayed for each day it rains before or during the replacement of your roof.

### Terms & Agreements

This Agreement is entered into by and between Sienna Roofing, (hereinafter referred to as "Contractor") and Owner \_\_\_\_\_ (hereinafter referred to as "Owner") (collectively referred to as Party/Parties):

Contractor shall provide to Owner all of the above described labor and roofing materials and shall perform a roofing job therewith on the home, building or improvement on the real property described above (hereinafter referred to as the "Premises").

### Waiver

Owner agrees and waives all claims against SIENNA ROOFING, LLC for any of the following:

1. Any damage to or leaks at existing patio systems that connect to the new main roof system.
2. SIENNA ROOFING, LLC is not responsible to bring to code the hot heater and furnace vents.
3. SIENNA ROOFING, LLC is not responsible for structural deck defects or any other structural deviations on existing framing out of compliance with current building codes
4. SIENNA ROOFING, LLC is not responsible for existing cracked driveways
5. SIENNA ROOFING, LLC is not responsible for the existing per code hot water heater and furnace vents
6. SIENNA ROOFING, LLC is not responsible for punctures to A/C lines, electrical wiring, plumbing, gas lines, or mechanical equipment associated with these lines that are installed on the underside of the framing rafters/roof decking. This is out of compliance with current building code and considered a preexisting construction defect
7. Any material left over after completion of the job is the property of Sienna Roofing, LLC
- 8.
- 9.

### Acknowledgements and Notices

Owner acknowledges that Contractor's day of job information and suggestions have been received and approved by Owner. Contractor recommends that Owner contact a licensed mechanical company to inspect Owner's furnace exhaust vent system and the hot water heater

vent system which may require being brought up to current city code standards at Owner's expense. Owner accepts that Contractor has informed Owner that roofing fasteners protrude through the roof deck in Owner's attic and can be hazardous. Owner acknowledges that there are low clearances inside the attic, and there is a potential for serious injury. Contractor notes that most fasteners that fall from the roof during the job will be picked up with a magnetic nail roller or captured on tarps. Contractor will make every reasonable effort to pick up all of the nails, however be advised, a few fasteners may be hidden in the grass, shrubbery or landscape beds. Contractor IS NOT responsible for personal injury related to these fasteners.

#### Owner Warranty

Owner warrants that they are the lawful owner of the Premises described above; that they alone have the right, legal power and authority to enter into this contract; and that the property description herein is true and correct. Owner further represents, warrants and covenants that the property description was supplied by Owner to Contractor with the intent that said description would act as an inducement to Contractor to perform the labor and to provide the materials described herein and without which Contractor would not have so performed or provided said labor and materials.

#### Indemnification

Owner shall indemnify and hold harmless Contractor from any and all claims arising as a result of Contractor's reliance upon representations of Owner's power and authority to enter into this contract, and/or reliance upon the property description supplied to Contractor by Owner.

#### Modifications

Owner and Contractor agree that any alteration, addition, deviation, modification, deletion or any other changes to this agreement must be in writing signed by the Parties. The Parties further agree that any alterations, additions, modifications, deletions or changes requested by Owner requiring additional time, materials and/or labor will involve additional consideration to be paid by Owner to Contractor.

#### Delays and Termination

#### Civic Association Approval

Owner is solely responsible for securing any homeowner's or civic association approval on shingle selection prior to installation and shall notify Contractor in writing no later than three (3) days before installation if approval has not been received.

#### Effect of Partial Invalidity

If one or more of the provisions of this agreement are held to be invalid, unenforceable, or illegal in any respect, the remainder of this agreement shall remain valid and in full force and effect.

#### Insurance

#### Enforcement of Agreement

If any legal action is brought by either Party, it is agreed that the Party in whose favor final judgement shall be entered shall be entitled to recover from the other Party reasonable attorney's fees, litigation expenses and court costs. On any acceleration or required or permitted prepayment, any such excess shall be cancelled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides all other provisions in this and all other instruments concerning the debt.

#### Contractor's Lien

To secure the payment of the debt, Owner hereby grants a lien for the benefit of Contractor, its successors and assigns, against the above described real property.

#### Notices

All notices to Contractor will be emailed to [info@siennaroofting.com](mailto:info@siennaroofting.com). All notices to Owner will be sent by certified mail to the address provided herein.

#### Limited Warranties

Contractor agrees to perform the labor and provide the materials selected by Owner in a good and workmanlike manner; provided, however that Contractor does not warrant the materials used on the job and Owner shall look solely to the manufacturer of said material for any warranties of the materials or any defect in said materials. Contractor's warranty is limited to roof leaks, if any, resulting from its labor, and/or its application and installation of the materials used in the installation. Said limited warranty is for a period of ten (10) years from the date of installation. Contractor will provide free service calls and repairs for all warranty work performed during the warranty period. Contractor shall NOT be liable for leaks caused by or attributed to the following:

1. Lightning, strong gale, hurricane, tornado, hail storm, impact of foreign objects, or other violent storm activity or casualty or severe weather systems.

2. Settlement, distortion, failure, or cracking of the roof deck, walls or foundation of the building or chimney bricks that absorb water and existing cracked chimney bricks.
3. Any defect in or failure of material used as a roof base or any defect in or failure or manufacturer's roofing material (the Property Owner shall look solely to the manufacturer for any defect in materials).
4. Traffic on the road.
5. Alterations done on the roof by the Property Owner, Property Owner agents or third parties over whom the Original Contractor has no control. Any repairs to roof Not done by Sienna Roofing, LLC will void 5-year labor warranty.
6. Siding junctions which join roof systems.
7. Not responsible for existing per code hot water heater and furnace vent connections.
8. No Warranty against leaks at existing patio/roof junctions.
9. Inadequate water drainage due to structural deck defects and/or structural deviations.

#### No Other Warranties

There are NO warranties, expressed or implied, except as specifically stated herein. Contractor shall have no liability, nor any responsibility whatsoever for damage resulting from a leaking roof resulting in mildew, fungus, molds, and volatile organic compounds, including, cladosporim, penicillium, aspergillus, and alternia molds, nor from molds that produce mycotoxins under certain conditions, including stachybotrys chartarum, aspergillus fumigatus, Trichoderma harzianum, and fusarium moniliforme. Owner shall indemnify and hold Contractor harmless from any loss, cost or expense or claim of loss whatsoever resulting from such damages resulting from such leaking roof.

#### Limitations on Authority

No representative, employee or agent of Contractor has authority to make any additions, deletions or changes to this contract or to obligate Contractor in any manner except as provided for in this Agreement.

#### Receipt of Disclosure

Owner hereby acknowledges receipt of the Disclosure Statement Required for Residential Construction Contract required by Section 53.255, Texas Property Code, and also the List of

Subcontractors and Suppliers required by Section 53.256, Texas Property Code, and section 27.007 Texas Property Code.

#### Choice of Law

This Agreement shall be governed by and constructed in accordance with the laws of the State of Texas. The obligations and undertakings of each of the Parties to this Agreement shall be performable in Harris County, Texas.

Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties. Each Party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise have been made by any Party hereto, or anyone acting on behalf of any Party hereto, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

Payment per Trade Policy

Owner agrees to make payment upon completion of each specific trade. Once that trade of work is completed, the respective amount will be paid in full to Sienna Roofing, LLC.

Payment

By execution of this Agreement, Contractor agrees to perform the labor and install and provide the materials designed above to the Premises and Owner agrees to pay Contractor in legal and lawful tender of the United States of America the sums specified: \$1,500.00 Total Contract

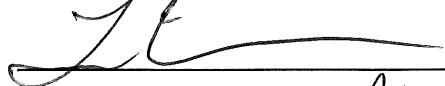
Note: If Owner accepts Contractor's cash/check price and then Owner decides to pay with a credit card, there shall be a 4% convenience fee.

Notice of Cancellation

Owner may cancel this transaction at any time prior to midnight of the third business day after the date of the execution of this Agreement. Cancellations post the three-day window are subject to a 10% fee of contract price.

Date: 1/14/2021

**Owner(s) Signature Acknowledges All Above Stated Items:**



Owner: Lee Palmer