

HERRING HOME SERVICES

CUSTOM BUILDING & REMODELING



RESIDENTIAL ROOFING CONTRACT DATE: 11-10-2017

HERRING SERVICES, INC.
 dba Herring Home Services
 18806 Meadow Lark Ln.
 Tomball, Texas 77377
713.299.4116
 codyherring@att.net

Owner's Name: <u>Hannah Plucker</u>		Owner's Address: <u>14507 Thornbluff Ct.</u>	
Owner's City: <u>Cypress</u>	Owner's Zip Code: <u>77429</u>	Owner's Phone:	Owner's Work Phone:
Project Name & Address: <u>same</u>			Email:

I/WE, the Owner(s) of the premises described above authorize Herring Services Inc. dba Herring Home Services, hereinafter referred to as "Contractor", to furnish all materials and labor necessary to roof and/or improve these premises according to the following terms, specifications and provisions:

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

- Remove 3 layers of roof
- 1/2" CDX plywood
- 1/2" OSB
- Techshield decking with aluminum radiant barrier
- Move 1" x 4" board for solid decking between plywood laps
- Rhino synthetic underlayment
- Shinglemate upgrade underlayment
- 30 lb felt paper
- 15 lb felt paper
- Drip edge: color: as much as needed size: _____
- Closed valley system
- Open valley system
- Install rubberized valley underlayment
- 1 1/4" galvanized roofing nails
- #6 or #8 common decking nails
- Double seal all edges with starter shingle
- install w-crimp splasher flashing
- Matching ridge caps
- Enhanced Z ridge
- Chimney Flashing -
- Replace counter flashing w/ backed enamel finish to match roof by cutting 1/2" groove into brick and seal
- Chimney Flashing -
- Replace 5" x 7" step flashing, seal and paint to match
- Step flashing side wall, if needed # _____
- Step flashing skylights
- install cricket behind chimney to divert water
- Shingle over style ridge vent # _____ LF
- Single ply modified rubber granulated flat roofing system

- # _____ Aluminum wind turbine
- # _____ PVC air hawks
- # _____ Electric power vent
- # _____ 1 1/2" Plumbing vent
- # _____ 2" Plumbing vent
- # _____ 3" Plumbing vent
- # _____ 4" Plumbing vent
- # _____ 4" Starhat vent
- # Aluminum 8" Starhat vent
- Plumbing Vent Type: _____
- Double wall "type B" vents for furnace/water heater
- Soffit vents # _____ 8" x 16" _____ brown, white, mill
- Soffit vents # _____ 4" x 16" _____ brown, white, mill
- Promptly remove debris from job daily
- Sweep yard, driveway and walkways w/ magnet
- Cover attic and furnace w/ plastic tarps (as much as possible) and clean debris (re-deck only)
- Protect plants and cover pool w/ plastic to protect from debris (as much as possible)
- Gutters (per insurance claim)
- Plastic window beads (per insurance claim)
- Window screens (per insurance claim)
- Interior repairs/paint (per insurance claim)
- Fence (per insurance claim)
- Siding (per insurance claim)
- Other Add 3 Star Hats

Shingle Manufacturer: Certainteed

Shingle Style: Landmark Max Def

Shingle Material Warranty: _____
 25 yr 3-Tab Lifetime

- Color: Weatheredwood Initial: MP
- House Only House & Garage
- Algae Resistant Sheds
- Texas Dept. Of Insurance wind storm certified

INSURANCE: THE ONLY COST TO THE PROPERTY OWNER IS THEIR DEDUCTIBLE, PLUS ANY UPGRADES CHOSEN OR ANY NON-COVERED ITEMS THAT MUST BE REPLACED TO COMPLETE REPAIRS. THE CONTRACT BALANCE IS PAID BY YOUR INSURANCE COMPANY PER FINAL LOSS INVOICE. THIS AGREEMENT IS NULL AND VOID AND DOES NOT OBLIGATE ANY PARTY TO IT SHOULD THE INSURANCE COMPANY REFUSE COVERAGE UNDER THIS CLAIM OR SHOULD THE COVERAGE OFFERED BE INSUFFICIENT FOR CONTRACTOR TO PROPERTY DO THE WORK.

B. Payment: Contractor proposes to perform the above work (subject to any additions and/or deductions pursuant to authorized change orders) for the

Total Original Insurance Estimate (plus any approved supplements): \$ 5200.00

Down Payment (if any) \$ 2100.00

C. Commencement and Completion of Work: Substantial commencement of work shall mean either the physical delivery of materials onto the premises or the performance of any labor and shall be subject to any permissible delays as per provision (5) on the reverse side.

Approximate Start Date: 11-13-2017

Approximate Completion Date: 11-17-2017

D. Acceptance: This contract is approved and accepted. I/WE understand there are no oral agreements or understandings between the parties of this agreement. The written terms, provisions, plans (if any) and specifications in this contract is the entire agreement between the parties. Changes in this

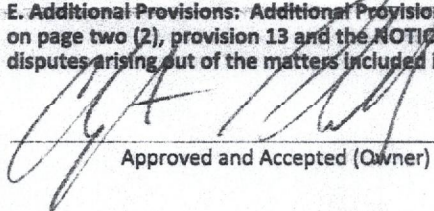
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Approximate Start Date: 11-13-2017

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D. Acceptance: This contract is approved and accepted. I/WE understand there are no oral agreements or understandings between the parties of this agreement. The written terms, provisions, plans (if any) and specifications in this contract is the entire agreement between the parties. Changes in this agreement shall be done by written change order only and with the express approval of both parties. Changes may incur additional charges.

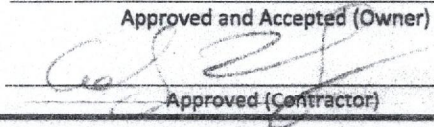
E. Additional Provisions: Additional Provisions Of This Contract Are On The Reverse Side. Read the reverse side and "Arbitration of Disputes" provision on page two (2), provision 13 and the NOTICE following this provision. Initial here if you have read and understand the foregoing and agree to submit disputes arising out of the matters included in the "arbitration of disputes" provision to neutral arbitration. / .



Approved and Accepted (Owner)

11/11/2017
Date

You, the Buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached Notice of Cancellation form for an explanation of this right.



Approved and Accepted (Owner)

11-10-2017
Date

Approved (Contractor)

NOTE: This contract may be withdrawn or renegotiated after 60 days from 11-10-2017 if not approved and signed by BOTH parties.

specifications, Permits and Fees. The work described in the contract shall be done according to the plans and the plan specifications. In the case of conflict when the provisions of this contract control over both the plans and the plan specifications, the contract specifications shall prevail. All permits will be paid for by owner and obtained by contractor. All charges, taxes, assessments, fees etc., of any kind shall be paid for by any government body, telephone or utility company. The contractor has the right to subcontract any part of, or all of,

Should Owner, construction lender, or any government agency require any modification to the work covered under this contract, such modifications shall be added to the contract and Owner agrees to pay Contractor his normal selling price for such work. All extra work as well as any other modifications to the contract shall be specified and approved by both parties in a written order. All change orders shall become a part of this contract as stated herein.

Accessibility: Insurance etc. Owner is responsible for the cost of all necessary water, electrical power, access to utilities and facilities are provided on the premises. (2) to provide a safe premises for equipment and materials. (3) to relocate any obstruction that prevents Contractor from having free access to the premises as but not limited to TV or radio antennas, vehicles, equipment. In the event that Owner fails to relocate such items Contractor may relocate these items as required but in no way shall Contractor be liable for damage to these items during their relocation or performance of the work. (4) to obtain permission from the property owner(s) that Contractor must use to gain access to the premises. Owner agrees to be responsible and to hold Contractor exempt from any risks resulting from the use of adjacent property. (5) to correct any existing defects which are discovered during the course of the work. Contractor shall have no liability for existing defects such as, but not limited to, dry rot, mold, or code violations. (6) to maintain property insurance of Contractor, all Physical Loss with Vandalism and Theft clauses attached, in a sum at least equal to the contract value during performance of this contract. If the project is damaged by an accident, disaster or calamity, or by theft or loss of materials supplied by Contractor in re-roofing or other work, Contractor shall be paid for by Owner as extra work.

Contractor shall not be held responsible for any damage occurring from work done by Owner's subcontractors, Owner or Owner's agent including failure of Owner to make payments or payments for extra work, shortages of materials, or, bad weather, fire, strike, war, governmental regulatory contingencies unforeseen by Contractor or beyond Contractor's reasonable control.

Surplus and Salvage. Any surplus materials left over after this contract is completed are the property of Contractor and will be returned to Owner. No credit is due Owner on returns for any surplus materials. This contract is based upon a complete job. All salvage materials under this contract is the property of Contractor.

Cleanup. Upon completion, and after removing all debris from the premises, wherever possible, Contractor will leave premises in clean condition. Any debris consisting of dust, dirt, asphalt, materials that settle into attics, garage areas, or any other areas with open beam ceilings or no attic, is unavoidable and Contractor will not be responsible for this cleanup. Contractor recommends that Owner lay out drop cloths to protect such areas wherever debris infiltration. Owner hereby grants to Contractor the right to post signs and advertise at the job site for the period of time of signing of this contract and continuing uninterrupted for 30 days past the date the job is completed and payment in full. Owner grants Contractor the right to publish the contractor's name on a "references" list which may be given to prospective

Moisture & Dry Rot. Contractor will inform Owner of any dry rot or deterioration which is concealed and is discovered during the course of the work. Contractor is not responsible to repair any deterioration and any work done by Contractor to remedy deterioration will only be done as extra work in a written order.

Pests & Hazardous Substances. Owner understands that Contractor is not qualified or licensed as an inspector or abatement contractor for hazardous materials (as defined by the government), or for mold or pests. Should any such hazardous substances or pests be present on the premises, it is the Owner's responsibility for inspection and abatement. Contractor cannot certify or warrant as being free of hazardous substances or pests.

Work and to Withhold Payment on Labor and Materials. Contractor shall not be excused from performance of the contract until all bills are received. Contractor is further excused by Owner from performance of the contract if Owner or any subcontractor, material, equipment and/or labor suppliers or any subcontractor collectively called "suppliers", during the period that Contractor is making payments to Contractor for bills received in full. If these same "suppliers" make demand upon Contractor for payment, Contractor may withhold payment on behalf of Contractor.

13. Property Damage. (1) Contractor shall have no liability for damage to pipes or any other conduits or objects located within 4" of roof deck or siding walls. (2) All pictures, photographs and other objects attached to walls of the property to be improved shall be removed or secured by Owner prior to the installation of any roofing system. (3) The Contractor will use reasonable efforts to minimize damage to the Owner's lawn, garden, flowerbeds and other landscaping. The Contractor is not responsible for the cost to replace or repair any damage thereto. The Contractor will use reasonable efforts to minimize the effects of over-spray resulting from any painting performed in connection with the Work. The Contractor is not responsible for any damage arising therefrom.

14. Warranty. The Contractor warrants its workmanship for a period of two (2) years. Such warranty covers one hundred (100%) percent of the cost of repairs made during the first year following the date of installation (excludes interior or exterior water damage sustained by Owner). For the remaining year, the Owner must pay \$50.00 toward any repairs made by the Contractor each time any such repairs are made by the Contractor during such period of time. Such warranty applies to installation of complete roof replacement with at least 4/12 pitch. Contractor warrants all other repair workmanship for a period of one (1) year. Materials are warranted by the manufacturer under a separate warranty or warranties which will be delivered to Owner. THE CONTRACTOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF FITNESS AND WORKMANSHIP PERFORMANCE.

15. 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 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. Venue for arbitration proceedings shall be the project location unless otherwise agreed to by the parties.

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. _____/_____/_____

...advertise at the job site for the period of time of signing of this contract and continuing uninterrupted days past the date the job is completed and payment in full. Owner grants Contractor the right to publish the names on a "references" list which may be given to prospec-

Age & Dry Rot. Contractor will inform Owner of any dry rot or deterioration which is concealed and is discovered during the work. Contractor is not responsible to repair any deterioration and any work done by Contractor to remedy deterioration will only be done as extra work in a written

Asbestos & Hazardous Substances. Owner understands Contractor is not qualified or licensed as an inspector or abatement contractor for Asbestos Materials (as defined by the government), or for Lead-based Paints (as defined by the government), or for Pesticides present on the premises, it is the Owners' responsibility for inspection and abatement. Contractor cannot certify the work as being free of hazardous substances or pests.

Work and to Withhold Payment on Labor and Materials. If payment is not made to Contractor as per this contract, Contractor has the right to stop work and keep the job idle until all past due payments are received. Contractor is further excused by Owner from providing material, equipment and/or labor suppliers or any subcontractor collectively called "suppliers"), during the period that Contractor is in making payments to Contractor for bills received during that period. If these same "suppliers" make demand upon Contractor, Owner may make such payment on behalf of Contractor. Owner shall reimburse Owner for this amount at such time that Contractor is in agreement with Contractor for all past due payments. Owner shall certify the true amounts owed by Contractor to these same "suppliers" by making payment on behalf of Contractor. Owner shall, under any circumstances, to collect as reimbursement from Contractor an amount greater than that exact amount actually and truly owed to these same "suppliers", for work done or materials used in Contractor's job.

Owner agrees to pay all collection fees and charges including interest on all legal and attorney fees that result should Owner sue Contractor for breach of this contract. Overdue accounts are subject to interest at the rate of 18% per annum or at the highest rate allowed by law.

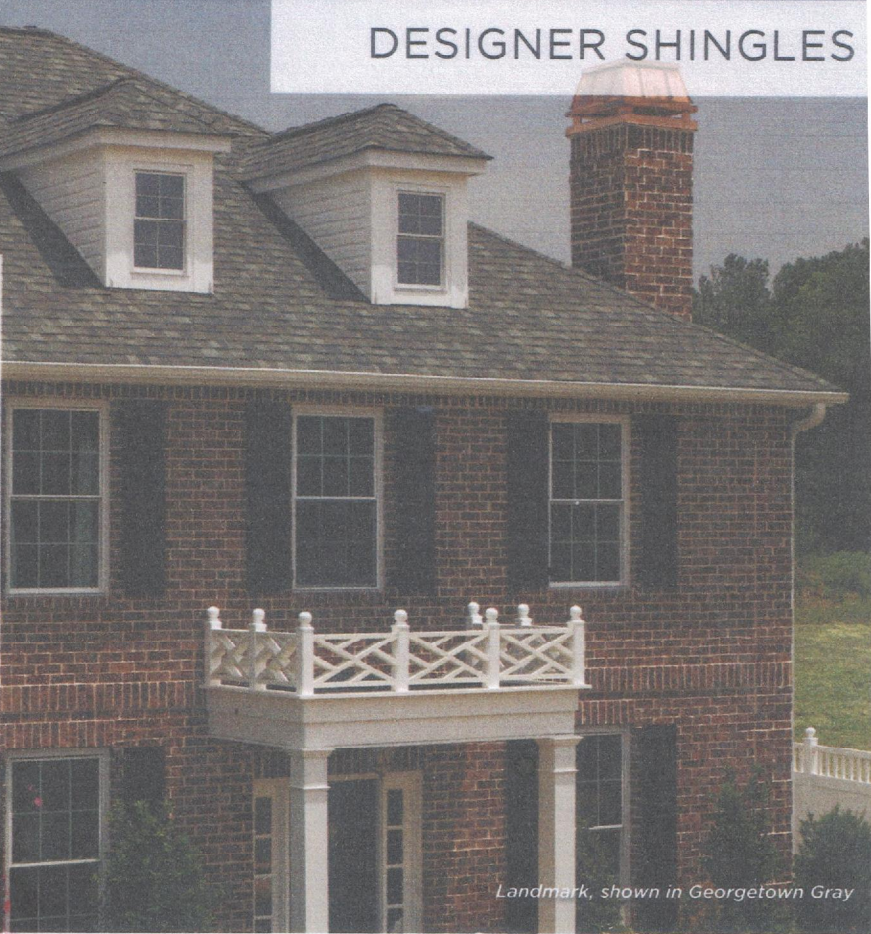
In the event litigation or arbitration arises out of this contract, Contractor and Owner are entitled to all legal, arbitration, and attorney fees. Arbitrator shall not be bound to award fees based on any schedule of fees but shall if it so chooses, award the true amount of all legal and attorney fees paid or incurred.



DESIGNER SHINGLES

COLOR AVAILABILITY

 Burnt Sienna	 Max Def Heather Blend
 Cobblestone Gray	 Max Def Moire Black
 Colonial Slate	 Max Def Resawn Shake
 Cottage Red	 Max Def Weathered Wood
 Georgetown Gray	 Mission Brown
 Heather Blend	 Moire Black
 Hunter Green	 Resawn Shake
 Max Def Burnt Sienna	 Silver Birch
 Max Def Georgetown Gray	 Weathered Wood



Landmark, shown in Georgetown Gray

LANDMARK®

- Two-piece laminated fiber glass base construction
- Classic shades and dimensional appearance of natural wood or slate
- 229/236 lbs. per square
- Lifetime limited transferable warranty*
- 10-year StreakFighter® algae-resistance warranty
- 10-year SureStart™ protection
- 15-year 110 mph wind-resistance warranty
- Wind warranty upgrade to 130 mph available. CertainTeed starter and CertainTeed hip and ridge required
- CertainTeed Starter and hip and ridge accessory available (see details in back of brochure)

* See warranty for specific details and limitations.

CertainTeed products are tested to ensure the highest quality and comply with the following industry standards:

Fire Resistance:

- UL Class A
- UL certified to meet ASTM D3018 Type 1

Wind Resistance:

- UL certified to meet ASTM D3018 Type 1
- ASTM D3161 Class F

Tear Resistance:

- UL certified to meet ASTM D3462
- CSA standard A123.5

Wind Driven Rain Resistance:

- Miami-Dade Product Control Acceptance: Please reference www.certainteed.com to determine approved products by manufacturing location.

Quality Standards:

- ICC-ES-ESR-1389 & ESR-3537