



# RESIDENTIAL ROOFING CONTRACT

**BUDDY'S ROOFING & CONSTRUCTION COMPANY, INC.**  
25118 Roesner Lane, Katy, Texas 77494 / Phone: (832) 683-8753 / E-mail: Info@buddysroofingtx.com

Job #: \_\_\_\_\_

Name of Owner #1: Weitao Wu

Name of Owner #2: NA

(If Not Married and Only (1) Owner, Write "N/A" for Owner #2)

Project Address: 2934 Junction Dr, Houston.

Owner's Mailing Address (if different from above):  
7900 Cambridge St 19-2H

Phone #: 832-588-1901

Email: wuwalter@gmail.com

Insurance Co.: UPC

Phone #: \_\_\_\_\_

Claim #: 21TX00097666

Date of Loss: 4/29/20

Type of Loss: W&H / F&F

Rental: Yes / No

Type of Policy: RCV / ACV

Windstorm: Yes / No

Deductible: \$1550<sup>00</sup>

Exclusions/Notes: Tank - 30 Year Weather/Wood

Owners hereby retain Buddy's Roofing & Construction Company, Inc. ("BRCC" or "Contractor") to provide Owners with residential roofing labor, materials, goods and/or services in accordance with the Scope of Work set forth below (the "Work") as follows:

### SCOPE OF WORK

Roof Type: 3-Fab / Laminated / Premium / Other: \_\_\_\_\_ Size: 2367 SQ Color: W.W

Underlayment: 15# / 30# / Synthetic Valley: Closed / Open Valley Protection: N/A / Metal / Ice & Water

Ridge Cap: STD / HD Drip Edge: None / 1.5" / 2x2" Pitch: <7 / 10 / 10< Stories: 1 Layers: 1

Flashing: Step \_\_\_\_\_ LFT Apron \_\_\_\_\_ LFT Counter \_\_\_\_\_ LFT Sheathing: OSB / CDX / Rad. \_\_\_\_\_

Vents:		HVAC & Plumbing:		Accessories & Extras:	
Ridge	_____ LFT	Cap	_____ EA _____	Chimney	_____ EA
Square	_____ EA P / G / L		_____ EA _____	Cricket	Y / N
Slant-Back	_____ EA P / G / L	Collar	_____ EA _____	Satellite	_____ EA
Power	_____ EA P / G / L		_____ EA _____	Antennae	_____ EA
Turtle	_____ EA P / G / L	Boot	_____ EA _____	Gutters	Y / N
4 - Way	4" _____ EA / 6" _____ EA		_____ EA _____	Solar	Y / N
	8" _____ EA / 10" _____ EA	1-3"	_____ EA P / G / L	Elect. Mast	Y / N
Turbine	12" _____ EA / 18" _____ EA	3-4"	_____ EA P / G / L	Ground Syst.	Y / N
Other	_____	Other	_____	Pool	Y / N

Additional Notes: \_\_\_\_\_

### Check Tasks Completed

Photos of Property & Damages:  Interior Scope:  Emergency Repair:  Roof / Flood \_\_\_\_\_

Est. Start Date:  \_\_\_\_\_ Days After Insurance Approval  \_\_\_\_\_ Date if Non-Insured/Owner Direct Pay

Est. Completion Date:  \_\_\_\_\_ Days After Start Date  \_\_\_\_\_ Days After Start Date



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## PAYMENT TERMS AND SCHEDULE FOR INSURED CLAIM:

Owners authorize BRCC to proceed with all repairs in accordance with the entire scope/parameters authorized by his/her/their insurer, as set forth in the insurance adjustment, as soon as his/her/their insurer approves the claim. The cost of the Work herein shall be equal to the amount of the claim authorized by Owners' insurer including, without limitation, all proceeds paid by Owners' insurer, plus Owners' deductible, subject to any changes, i.e. increases/decreases due to any supplements authorized by Owners' insurer, including, without limitation, any and all upgrades/downgrades authorized by Owners, including, without limitation, any Work not covered by Owners' insurer, such as roofing decking and upgrades, all of which shall be paid by Owners.

**\*\*IF REPAIR OR REPLACEMENT OF ROOF DECKING IS REQUIRED BUT NOT APPROVED BY OWNERS' INSURER, THE SAME OR EQUIVALENT MATERIAL WILL BE REPLACED. OWNERS AGREE TO PAY BRCC \$2.25 PER SQUARE FOOT FOR OSB DECKING AND \$5.25 PER LINEAR FOOT FOR SIDING, SOFFIT AND/OR FASCIA.\*\***

**OWNERS HEREBY ACKNOWLEDGE AND AGREE THAT BRCC IS NOT A PUBLIC INSURANCE ADJUSTER AND IS NOT PROVIDING OR OFFERING TO PROVIDE ANY PUBLIC INSURANCE ADJUSTING SERVICES IN CONNECTION WITH THIS CONTRACT. ADDITIONALLY, BRCC IN NO WAY WHATSOEVER GUARANTEES THAT OWNERS' INSURER WILL OR WILL NOT COVER OWNERS' INSURANCE CLAIM.** However, as a matter of convenience offered by BRCC, Owners authorize his/her/their insurer to communicate directly with BRCC on matters related to processing Owners' insurance claim and to include BRCC on any and all communications issued in process of Owners' insurance claim, including, without limitation, communications regarding proof of claim, claim approval, and disbursement of proceeds. **ADDITIONALLY, OWNERS AGREE THAT ANY INFORMATION HE/SHE/THEY RECEIVE FROM THEIR INSURER RELATED TO THE CLAIM WILL BE PROMPTLY PROVIDED TO BRCC, INCLUDING, WITHOUT LIMITATION, OWNERS AGREE OWNERS SHALL PROVIDE BRCC WITH A COPY OF ANY AND ALL ESTIMATES PROVIDED BY OWNERS' INSURER.** Owners further agree that he/she/they will promptly deposit all proceeds from his/her/their insurer with respect to this claim and make payment of the same amount to BRCC as payment for the Work in accordance with the payment schedule set forth below. **Should Owners' insurer deny Owners' insurance claim, this Contract shall be void with no payment due by Owners, and Owners and BRCC shall have no further obligations to one another under this Contract.**

Amounts set forth in the below payment schedule shall be completed by BRCC and provided to Owners once Owners' insurer has approved the claim. By initialing next to each amount, Owners acknowledge and agree to pay BRCC the amounts and total contract price entered.

## PAYMENT TERMS AND SCHEDULE FOR INSURED CLAIM:

		<u>Both Owners' Initials</u>
1. Owners' Deductible Due Prior to Commencement of the Work	<u>\$1550<sup>00</sup></u>	<u>Ww &amp; J/A</u>
2. Insurance Net Payment Due Prior to Commencement of the Work	<u>\$TBD \$5949<sup>49</sup></u>	<u>Ww &amp; J/A</u>
3. Recoverable Depreciation + Supplemental(s) Due Upon Completion of the Work	<u>\$TBD \$4557<sup>67</sup></u>	<u>Ww &amp; J/A</u>
4. Total Contract Price	<u>\$TBP \$12,017<sup>16</sup></u>	<u>Ww &amp; J/P</u>

## PAYMENT TERMS AND SCHEDULE FOR NON-INSURED/OWNER DIRECT PAY:

By initialing next to each amount, Owners acknowledge and agree to pay BRCC the amounts and total contract price entered.

		<u>Both Owners' Initials</u>
1. Due Prior to Commencement of the Work	\$ _____	_____ & _____
2. Due Upon Completion of the Work	\$ _____	_____ & _____
3. Total Contract Price	\$ _____	_____ & _____



# RESIDENTIAL ROOFING CONTRACT

## LEGAL DISCLOSURES PURSUANT TO TEXAS LAW

TEXAS LAW REQUIRES A PERSON INSURED UNDER A PROPERTY INSURANCE POLICY TO PAY ANY DEDUCTIBLE APPLICABLE TO A CLAIM MADE UNDER THE POLICY. IT IS A VIOLATION OF TEXAS LAW FOR A SELLER OF GOODS OR SERVICES WHO REASONABLY EXPECTS TO BE PAID WHOLLY OR PARTLY FROM THE PROCEEDS OF A PROPERTY INSURANCE CLAIM TO KNOWINGLY ALLOW THE INSURED PERSON TO FAIL TO PAY, OR ASSIST THE INSURED PERSON'S FAILURE TO PAY, THE APPLICABLE INSURANCE DEDUCTIBLE.

IMPORTANT NOTICE: YOU AND YOUR CONTRACTOR ARE RESPONSIBLE FOR MEETING THE TERMS AND CONDITIONS OF THIS CONTRACT. IF YOU SIGN THIS CONTRACT AND YOU FAIL TO MEET THE TERMS AND CONDITIONS OF THIS CONTRACT, YOU MAY LOSE YOUR LEGAL OWNERSHIP RIGHTS IN YOUR HOME. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW. ALSO SEE ADDITIONAL DISCLOSURES IN CHAPTER 53 OF THE TEXAS PROPERTY CODE.

THIS CONTRACT IS SUBJECT TO CHAPTER 27 OF THE TEXAS PROPERTY CODE. THE PROVISIONS OF THAT CHAPTER MAY AFFECT YOUR RIGHT TO RECOVER DAMAGES ARISING FROM A CONSTRUCTION DEFECT. IF YOU HAVE A COMPLAINT CONCERNING A CONSTRUCTION DEFECT AND THAT DEFECT HAS NOT BEEN CORRECTED AS MAY BE REQUIRED BY LAW OR BY CONTRACT, YOU MUST PROVIDE THE NOTICE REQUIRED BY CHAPTER 27 OF THE TEXAS PROPERTY CODE TO THE CONTRACTOR BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, NOT LATER THAN THE 60TH DAY BEFORE THE DATE YOU FILE SUIT TO RECOVER DAMAGES IN A COURT OF LAW OR INITIATE ARBITRATION. THE NOTICE MUST REFER TO CHAPTER 27 OF THE TEXAS PROPERTY CODE AND MUST DESCRIBE THE CONSTRUCTION DEFECT. IF REQUESTED BY THE CONTRACTOR, YOU MUST PROVIDE THE CONTRACTOR AN OPPORTUNITY TO INSPECT AND CURE THE DEFECT AS PROVIDED BY SECTION 27.004 OF THE TEXAS PROPERTY CODE.

YOU MAY CANCEL OR RESCIND THIS CONTRACT WITHOUT PENALTY OR CHARGE WITHIN THREE (3) BUSINESS DAYS AFTER YOUR EXECUTION OF THIS CONTRACT. SHOULD YOU WISH TO CANCEL OR RESCIND THE CONTRACT WITHIN THIS TIME PERIOD, PLEASE NOTIFY CONTRACTOR OF SAID CANCELCATION IN WRITING.

BY SIGNING THIS CONTRACT, OWNERS HEREBY ACCEPT AND AGREE TO BE BOUND BY THE **ADDITIONAL TERMS AND CONDITIONS ATTACHED** TO THIS CONTRACT, WHICH ARE INCORPORATED HEREIN IN THEIR ENTIRETY. IF NOT ACCEPTED BY OWNERS WITHIN TEN (10) DAYS, BRCC MAY WITHDRAW ITS ESTIMATE OR QUOTED PRICE.

ACCEPTED BY OWNERS:

Weiteo Wu DATE: 3/18/2021  
OWNER #1 SIGNATURE

[Signature] DATE: \_\_\_\_\_  
OWNER #2 SIGNATURE

ACCEPTED BY BUDDY'S ROOFING & CONSTRUCTION COMPANY, INC.

[Signature] DATE: 3/08/21  
AUTHORIZED REPRESENTATIVE OF BRCC

**\*\*IF NOT MARRIED AND ONLY ONE (1) OWNER, OWNER #1 WRITE "N/A" FOR OWNER #2\*\***