



INSURANCE CO: Home Owners of America	CLAIM # 202005090023
DATE OF LOSS 05/09/2020	TIME OF DAY
DATE FILED	MORTGAGE COMPANY
ADJUSTERS NAME Robert Trosclair	ADJUSTERS # (281) 883-3152

PROPERTY OWNER INFORMATION	CONTACT INFORMATION
OWNER NAME: Lucas Kinion	CELL PHONE #: (918) 948-4945 CONTACT:
TENANT NAME:	OTHER PHONE#: CONTACT:
BILLING ADDRESS	JOB ADDRESS
STREET: 13726 Apple Knoll Court	STREET: 13726 Apple Knoll Court
CITY, STATE, ZIP: Houston TX 77059	CITY, STATE, ZIP: Houston TX 77059
OWNER EMAIL: Lucas.kinion@gmail.com	ALTERNATE EMAIL:

Upon acceptance by you this proposal will become a legally binding contract including all the provisions on the reverse side. Please read carefully.

**ROOF WORK TO BE PERFORMED AS FOLLOWS**

NEW ROOF      REPLACEMENT ROOF      REPAIR     **VENTILATION:**  
TOTAL # OF SQUARES:     TEAR OFF 23     INSTALL: 28     \* AIR HAWKS:  KEEP  REPLACE  PVC \_\_\_\_\_  METAL COLOR \_\_\_\_\_  
RE-DECK:  YES  NO     \* TURBINES:  KEEP  REPLACE  GALVANIZED  PAINTED \_\_\_\_\_  
DECKING:  OSB yes  CDX \_\_\_\_\_  RADIANT BARRIER \_\_\_\_\_     \* RIDGE VENTS:  SHINGLE OVER – BRAND Certainteed Ridge Vent  
ROOF NAME: Landmark AR Max Def     ROOF COLOR: Moire Black     \* POWER VENTS:  KEEP  REPLACE  PVC  METAL \_\_\_\_\_  
HIP & RIDGE CAP: CT Shadow Ridge     \* POWER VEENTS: MANUFACTURE \_\_\_\_\_ COLOR \_\_\_\_\_  
ROOF MANUFACTURE'S WARRANTY PERIOD: 50 year limited lifetime 4 STAR     JACKS:  LEAD 1 1/2" \_\_\_\_\_ 2" \_\_\_\_\_ 3" \_\_\_\_\_ 4" \_\_\_\_\_  3-1 PIPE \_\_\_\_\_  
UNDERLAYMENT TYPE: Roof Runner Synthetic     HEATER JACKS  4" \_\_\_\_\_  8" \_\_\_\_\_ PITCH \_\_\_\_\_ COLOR \_\_\_\_\_  
DRIP EDGE: SIZE 2x2     COLOR Black     FLASHING:  CHIMNEY  COUNTER FLASHING  RAKE WALLS  SKYLIGHTS  
ROOF FASTENERS: 2 \_\_\_\_\_ BOXES  HAND NAIL  AIR GUN     PAINT ALL JACKS & ACCESSORIES:  YES COLOR Black  NO  
VALLEY SYSTEM:  CLOSED SYSTEM  OPEN SYSTEM     ICE & WATER SHIELD:  YES  NO LOCATION Valley Chimney etc.  
VALLEY MATERIAL: Certainteed Winter Gaurd Ice and Water Shield     MATERIAL DROP LOCATION: Right Side of Driveway

**FOR REPLACEMENT ROOFS ONLY**

# OF LAYERS TO BE REMOVED: 1     ROOFING MATERIAL TO BE REPLACED: 25 year 3 tab     ADDITIONAL DECKING \$ 65 / SHEET (OVER TWO SHEET)

**ADDITION WORK TO BE PERFORMED AS FOLLOWS:**

TRIM TREE(S) \_\_\_\_\_ (HAUL TREE DEBRIS NOT INCLUDED UNLESS SPECIFIED) \$ \_\_\_\_\_  
 INSULATION \_\_\_\_\_ \$ \_\_\_\_\_  
 SKYLIGHTS \_\_\_\_\_ \$ \_\_\_\_\_  
 GUTTERS R&R Gutters \$ Per Scope  
 WINDOWS/ SCREENS \_\_\_\_\_ \$ \_\_\_\_\_  
 PAINTING \_\_\_\_\_ \$ \_\_\_\_\_  
 SIDING, TRIM, FACIA, SOFFIT Fencing \$ Per Scope  
 FENCING     FRAME:  4X4 TREATED POST \_\_\_\_\_  3 RAIL     BOTTOM BOARD: \_\_\_\_\_ PICKETS:  JAPANESE CEDAR  WR CEDAR  TREATED PINE     STAIN:  YES  NO  
LF: \_\_\_\_\_ HEIGHT: \_\_\_\_\_ GATES: \_\_\_\_\_ \$ \_\_\_\_\_

**ROOFING PRICE \$ 13,004.79     ADDITIONAL WORK PRICE \$ 1214.61     TOTAL CONTRACT PRICE \$ 14,219.40**  
**FIRST ACV CHECK PLUS DEDUCTIBLE IS DOWN PAYMENT \$ 7,349.47**  
**LABOR WARRANTY PERIOD 2 YEARS     DUE AT COMPLETION \$ 6,869.93**

**FOR INSURANCE CLAIMS: ALL INSURANCE SUPPLEMENTS FROM INSURANCE CLAIM GO TO ALPHA 1 RESTORATIONS ( )**

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 this Texas law for a person or business paid wholly or partly from 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. See SECTION 2. Business & Commerce Code is amended to read as follows: Section 27.02. "Goods or Services Paid for by Insurance Proceeds: Payment of Deductible Required"

PROPERTY OWNER	ALPHA 1 REPRESENTATIVE
SIGNATURE:	SIGNATURE:
PRINT NAME: Lucas Kinion     DATE:	PRINT NAME: Eric Bertolasio     DATE:
SIGNATURE::     DATE:	
PRINT NAME	REP PHONE #:

## Terms and conditions

provisions on the front and back of this contract and are material terms of this contract and apply to the work to be performed under this contract between homeowner and Alpha 1 Restorations

### Payments

1. Payment is due immediately upon completion of the work detailed in this contract. Payments should be sent to Alpha 1 Restorations at the address listed below. In the event work being performed lasts longer than 30 days Alpha 1 Restorations will submit invoices for progress payments and those shall be due within 10 days of the date of invoice.
2. Any payments not received by Alpha 1 Restorations within 20 days after the due date are deemed in default and shall bear interest from the date due at the greater of 15% per annum or the maximum rate of interest permitted by law. In the event Alpha 1 Restorations must seek collection action against Owner then the Owner agrees to pay reasonable collection costs, including attorney fees for collection.

### Safety and Other Items

3. Owner acknowledges that roofing and restoration work consists of construction and demolition that can result in falling debris. Owner agrees not to enter or permit guests or invitees to enter the work area while work is being performed. Alpha 1 Restorations is not responsible for injuries to Owner, guests or invitees who enter the work area.
4. Replacing your roof is a dirty job; Debris and dust will fall into your attic space. You must exercise caution when lowering attic stairs or removing ceiling tiles during the roofing project as well as when project is complete. Falling dust and debris can cause injury.
5. Owner agrees to provide Alpha 1 Restorations' material distributors unobstructed access to driveway parking while work is in progress. The equipment and materials used in replacing a roof and other parts of the home are heavy. Owner agrees that Alpha 1 Restorations is not responsible for damage to driveway and or curbs due to settling compression or inadequate support of your driveway and curbs.

### Construction Matters to be Aware of and Which are not Included

6. Replacing a roof frequently exposes pre-existing structural problems of which you were not aware. These problems may include but are not limited to roof decking that is sagging between roof rafters, bowing roof rafters or trusses, improperly spaced roof rafters, and uneven roof decking. You agree that repairing these sorts of problems is not part of this Contract and is not the responsibility of Alpha 1 Restorations. Alpha 1 Restorations may enter into a separate agreement with you to address problems that are discovered, but any such agreement will be in writing and signed off on by both parties. Further, you agree that the appearance of pre-existing deflections from sagging rafters or trusses may be accentuated by a new roofing system and you agree that Alpha 1 Restorations is not responsible if this occurs. You agree that Alpha 1 Restorations is not responsible for repairing these structural issues.
7. Typically freon and drain lines servicing HVAC equipment, water lines, plumbing lines, gas lines, and electrical wiring are located a safe distance below roof decking. A minimum of 3 inches clearance is considered a safe distance. Owner agrees to check attic prior to Alpha 1 Restorations starting any work on the property to verify that all lines are a safe distance from the roof decking and must notify Alpha 1 Restorations if that is not the case. Alpha 1 Restorations uses standard roofing nails in lengths and sizes and Alpha 1 Restorations is not responsible for a nail penetration in any of these type of service lines or any other mechanical, electrical, plumbing, or HVAC lines located less than 3 inches from the roof decking.
8. Shingles may not lay completely flat immediately, especially when installed during cold weather. Heavier shingles have this characteristic more often. Owner agrees that Alpha 1 Restorations is not responsible for changes in appearance resulting from this standard characteristic of shingles related temperature variations or shingle thickness.
9. Installing a new roof may (and frequently does) require the removal and replacement of existing flashing. Removal and replacement of existing flashing may damage siding and or other exterior wall surface materials adjacent to the flashing. These surfaces may break crack or tear. Owner agrees that Alpha 1 Restorations is not responsible for any consequential damage to wall surface materials as a result of the replacement of any of the flashings
10. Removing and replacing an old roof creates significant vibration and owner understand that this vibration may cause items to fall off walls or shelves. Owner agrees to remove items hanging from inside and outside walls, as well as secure items on shelves and ceilings that may fall. Owner agrees that Alpha 1 Restorations is not responsible for any damage to personal property or injury to Owner, guests or invitees caused by falling items.
11. Owner agrees that Alpha 1 Restorations is not responsible for interior nail pops, sheetrock, mud vibrating off of sheetrock, fasteners or hairline cracks, sheetrock or paint damage inside your home or business as a result of the vibration. Movement settling or changing that may occur due to the actual installation of your new roofing material or the change in weight on the structure after the roof is replaced
12. Alpha 1 Restorations may need to have all roof mounted equipment such as satellite dishes, antennas, solar panels, weather stations, etc. removed, and Owner agrees to have each removed and later reinstalled at Owner's expense. Alpha 1 Restorations may remove such equipment if Owner does not remove those items however Alpha 1 Restorations will have no obligation to reinstall, realign or reconnect such equipment.
13. Our installers are not licensed electricians. Owner agrees to have a licensed electrician disconnect and later reconnect electrical accessories such as electric roof fans, vents, solar panels or any other type of equipment attached to the roof.
14. Since deteriorated decking, fascia boards, roof jacks, ventilators, flashings, skylight conditions, chimney exteriors or other materials are difficult to identify until the roof has been completely removed, the replacement of those items are not included in this contract unless otherwise specified in writing. If any of these conditions are discovered the repairs of each item shall only be repaired by Alpha 1 Restorations with the Owners acknowledgement and consent and may include an additional charge. Alpha 1 Restorations is not obligated to perform such work unless Owner and Alpha 1 Restorations execute a separate written agreement. If such work is necessary and Owner chooses to hire another contractor to perform the additional work, then Owner agrees to have such work performed prior to Alpha 1 Restorations completing the roof. Alpha 1 Restorations is not responsible for any work performed by contractors not in Alpha 1 Restorations control or hired directly by Alpha 1 Restorations.

### Warranty and Limitations

- 15 Alpha 1 Restorations will warrant that our installers will perform their work in a good and workmanlike manner. Upon completion your warranty will be free from leaks caused by defects from our installer's workmanship for a period of time stated on the front page of this contract.
16. The materials Alpha 1 Restorations uses for the construction of your roof have a warranty provided by the manufacturer. Upon your final payment to Alpha 1 Restorations we will transfer all such warranties to you. You agree to complete the manufacturer's warranty documentation and submit it to the manufacturer if required to ensure the manufacturer warranty stays in full force. We will provide all labor necessary to repair roofing components we installed; however our liability is limited to performing those repairs and that is the sole remedy under this contract. This labor warranty only applies to completed work to the roof area where Alpha 1 Restorations performed the work. If you sell the house during the warranty period Alpha 1 Restorations will honor this labor warranty to the new Owner until the sooner of one year from the date of the closing, or to the conclusion of labor warranty date stated on the face of this contract. Extended warranty periods may be available to the new owner subject to agreement in writing by Alpha 1 Restorations and the new Owner and receipt of payment or a fee for such extended warranty period.
17. water leaks can be very damaging to your property. In the event of a leak, Owner agrees to notify Alpha 1 Restorations within 72 hours of the discovery of the leak. Additionally, Owner agrees to take reasonable and immediate actions to prevent further damage. Alpha 1 Restorations will send someone to inspect the leaks. It may take multiple inspections to determine the cause of a leak, Owner agrees to cooperate with Alpha 1 Restorations to allow access to your home or business at a mutually agreeable time to investigate any reported leak.
18. Owner agrees Alpha 1 Restorations is not responsible for mold and hereby agree to release and hold harmless Alpha 1 Restorations from any damage or claim that may arise as a result of mold or other environmental hazard. Owner agrees that even if damage or claim of damage may have worsened by moisture, water, or leaks even if such conditions were caused by any negligence of Alpha 1 Restorations or its installers, owner will hold Alpha 1 Restorations Harmless and not responsible.
19. Alpha 1 Restorations' limited warranty does not under any circumstances cover damage from fire, windstorm, hail, tornadoes, hurricanes, acts of God, falling objects, falling tree branches, or other damage not caused by normal wear and tear to any work that may be in progress or completed even if such occurs during the warranty period. Property insurance covering this type of damage to your home or business is a necessity. Alpha 1 Restorations shall have no obligation to repair or replace roof components that have failed for anything other than workmanship. Owner agrees that when shingle specifications are exceeded by wind or any other force any and all labor warranties are void.
20. Except as specifically written here there are no warranties expressed or implied including warranties of fitness or merchantability made or applicable to this contract

### Cancellation and Assignment

21. You may cancel this contract at any time prior to midnight on the third business day after the date of the transaction without penalty or fee of any kind. You must return the notice of cancellation. (see 3-day notice of cancellation that you were provided)
22. Owner may cancel this contract after the third business day by sending signed written notice to Alpha 1 Restorations at [eric@alpha1restorations.com](mailto:eric@alpha1restorations.com) along with a Cancellation Notice Request. Owner shall include a check payable to Alpha 1 Restorations for any cost incurred related to the project including but not limited to restocking fees from suppliers, purchased permits, and office hours plus \$500. Owner agrees this is reasonable and just compensation for the time and effort spent by Alpha 1 Restorations with Owner, not as a penalty. This contract cannot be terminated after Alpha 1 Restorations commences any work on your property. Contract cannot be assigned, and owner may not delegate any of this contract rights or obligations. There are no third-party beneficiaries intended in making this contract.

### Miscellaneous Contractual Agreements

23. Owner agrees that this contract shall be governed by and is made in accordance with the laws of the state of Texas. Owner agrees that any dispute that may arise as a result of this contract shall be done so in Harris County in the appropriate forum. If any provision of this contract is determined to be unenforceable such termination shall not affect the remaining terms of this contract and the remaining terms shall remain in full effect.
24. If any provisions of this contract are determined to be unenforceable, such determination shall not affect the remaining terms of this contract and the remaining terms shall remain in full effect.
25. This contract represents the entire agreement between Alpha 1 Restorations and Owner and can only be modified in writing and is only effective once signed and dated by both Alpha 1 Restorations and Owner. Alpha 1 Restorations and Owner are not relying on any other statements or representations, oral or in writing, that are not expressly written in this contract. Alpha 1 Restorations and Owner enter into this contract voluntarily and both parties intend to meet all terms and conditions.



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