

**RESIDENTIAL ROOFING AGREEMENT**

Champlain Roofing  
 Phone 802.417.9113  
 Email info@champlainroofing.com

Shingle Brand: Owens Corning Duration  
 Shingle Color: Onyx Black  
 Drip Edge Color: Black

Between: Champlain Roofing, (Contractor) and

Property Owner: Kristin Babic
Property Owner: Kevin Babic
Street Address: 321 E Lakeshore Dr, Colchester, VT 05446
Mailing Address: same
Phone Number: 802 371 7410
Phone Number Alt:
Email: sunflowerbizsolutionsvt@gmail.com

Scope of work:

Construction Phase: Hire & manage tradesmen & sub-contractors to perform all services approved by the Property Owner. This **may** include: Roofing, Debris Removal, and Carpentry, or other ancillary trades. A detailed list of items will be provided prior to beginning work as agreed and Attached to this Agreement.

Price Estimate:

See Attached Detailed Prices and Itemized List. - Exhibit A (Estimate): \$7,793.21 Estimate #: 2133.2

Price Guarantees:

- 1) Property Owner will never pay more than the approved total agreed to in Exhibit A, unless expressly authorized in writing, or as modified by this agreement.
- 2) Property Owner may cancel this agreement anytime within 3 days of signing at no cost or obligation.

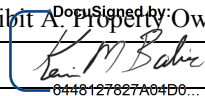
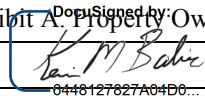
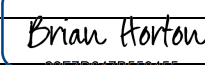
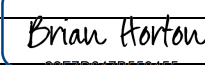
Payment Terms

- Cash Jobs - 1/3 Due as Deposit. 1/3 Due When Materials are Delivered. 1/3 Upon Completion.
- Finance Jobs - \$500 Down Payment – Balance due upon completion.

Warranty:

All installations come with a 3 year labor warranty. (Mailed separately after completion and payment in full)

Acceptance of Agreement:

The above terms, specifications and conditions are satisfactory and are hereby accepted. The Contractor is authorized to perform the work specified in Exhibit A. Property Owner agrees to make all payments in accordance with the "Payment Terms" shown above.	
Property Owner: 	Date: 1/3/2022
Property Owner: 	Date:
CR Representative: 	Date: 12/16/2021
CR Representative: 	Date:

This agreement is composed of this document front & back and the following other documents by reference:  
 Warranty – Issued upon final Payment, Exhibit A – Detailed list of items and prices.

V3.0 – Oct 31<sup>st</sup> -2019

1. This Agreement pertains to services provided by Champlain Roofing, LLC, 3619 Roosevelt Hwy, ste 104, Colchester, VT 05446 and or its Assign(s), (hereinafter "CR" or "Contractor").
2. Entire Agreement – This Agreement constitutes the entire agreement between the parties and may be changed only by mutual written and signed agreement of the

parties.

3. Severability – This agreement and its parts are not severable.
4. Written Project Specifications - The written Agreement specifies all work agreed to be performed by the Contractor on behalf of the Property Owner. Any verbal communications or representations regarding the project not written on this Agreement are agreed not to exist.
5. Contract Changes - The provisions of this Agreement shall apply to subsequent mutual written Changes Orders, Addendum(s) or Agreements between the parties relating to this project.
6. Provision Clause - The invalidity or non-enforceability of any provision shall have not effect on the remaining provisions.
7. Landscaping - CR is considerate of the customers gardening, flower beds and landscaping, but due to the nature of construction work, some damage may occur. We attempt to minimize any damage. Please remove any valuable decorations prior to construction.
8. Work Site Dangers - Customer shall not walk in or around work area while construction is in progress. Construction sites are a danger to person(s) and pets on the ground from falling debris, nails and power equipment. Please stay clear.
9. Satellite Dish - In the event that CR removes a satellite dish from the building in order to complete work, the property owner shall be solely responsible for hiring a qualified technician to re-align such equipment. The cost arising from such work shall be the sole responsibility of the property owner.
10. Driveway Access - Material distributor(s) and dumpster company may require driveway access with heavy materials and equipment. CR will not be responsible for damage to Property Owner's driveway or curbs. Owner will hold third party vendors liable for damages.
11. New Roof Appearance - The customer understands that during installation of fiberglass shingles, the shingles may not immediately lie completely flat until the shingles have relaxed. This condition becomes more prevalent the heavier the fiberglass shingle and is more noticeable in colder weather.
12. Pre-existing Structural Deficiencies - CR shall not be liable for pre-existing structural deficiencies. We will make an effort to inform the customer of any deficiency of which we become aware. We are not responsible for conducting an inspection for any such deficiencies. The installation of a new roofing or siding system may intensify the appearance of any deficiency. CR is not responsible for solving pre-existing structural deficiencies or the appearance of those deficiencies.
13. Attic Access - Construction may cause dust, debris, and small particles from construction work to enter the building and attic. Use caution the first time the attic access is used and do not look up the access hatch immediately after opening as small particles may filter or fall down into your eyes.
14. Vibrations - Vibrations from construction work may transmit through the structural framing causing objects hung on walls to fall. Please remove pictures and small knick- knacks from walls and shelves prior to construction for their safety.
15. Roofing Demolition - Demolition work may occasionally scuff siding, gutters, handrails, steps and decking during roof demolition. We will attempt to minimize damage marks on siding and painted surfaces. (Most asphalt marks are easily cleaned with citrus based solvent).
16. Removal / Installation of New Flashings - Proper installation of a roof may require replacement of existing flashings. During the replacement, old siding adjacent to this flashing may crack, break or tear. CR will make reasonable effort to avoid damage, but cannot guarantee damage will not occur.
17. Electrical Accessories - We do not wire electrical accessories attached to the roof system unless specified in the contract.
18. Rotten or Deteriorated Wood - No charge has been made for replacing wood, unless specifically stated in the scope of work. If rotted wood is discovered AFTER removing the existing roofing or siding there will be an additional charge per sq. ft. for plywood and per linear ft. for dimensional lumber including removal and replacement, these prices exclude repair cost of structural members.
19. Additional Shingle Layers – Cost of Roofing includes cost to remove the “Known Number of Layers” of existing roofing material as shown in “Tear off Existing Roofing” section on the front of this agreement. If additional layers of existing roofing are found during removal, it shall be documented with photos and brought to the owner’s attention. Such additional layers if discovered have not been included in the contract price and will be billed as a change order in addition to the base contract cost. If incurred, said additional cost(s) shall include tear off and disposal at a rate per square foot/ per additional layer of shingles not included in base contract. If this is an insurance roofing replacement, we will file a supplement damages request with the insurance company for the additional incurred costs.
20. Warranty - CR warrants its work to be free from defects and leaks for the duration specified. CR assumes liability for repair of any installation workmanship defects causing leakage. CR agrees to repair defective contract work. Building materials warranties are provided by product manufacturers not by CR. CR warranty shall be effective only after full payment. It is the responsibility of the customer to notify CR within seventy-two (72) hours of the discovery of a leak or defect. You may call for service or email our offices at info@champlainroofing.com
21. What To Do If a Leak Occurs - If a roof leak occurs, the customer agrees to take reasonable and immediate action to help avoid interior water damage. Actions should include locating a container below a leak to collect dripping water, move furniture and personal property away from leak, or cover items with plastic to avoid further water damage. Mop or dry items with towel(s). Contact CR as soon as possible for repair.
22. After (3) Day Free Look Period Contract Cancellation - If the customer cancels this agreement after the (3) Day Free Look Period, customer agrees to pay CR a fee equal to (20%) percent of the total cost agreed between the parties in Exhibit A.
23. Material Restocking Fee - Any change in color or material by customer after materials have been delivered will result in a 20% Restocking fee based on supplier invoice amount, in addition to a cancellation fee if applicable.
24. Special Order Materials - Customer agrees to pay for the full cost of special order materials prior to CR ordering the materials. Special order materials may not be returned. Metal Roofs and metal components are all considered special order.
25. Payments and Terms - Payments shall be made in accordance with the terms specified on the fact of this Contract Agreement. Final Payment is due upon substantial completion. In the event that minor “punch- out” items remain unfinished following Substantial Completion of the work, it is agreed that the owner may withhold a retainage amount not to exceed 10% of the “Total Cost” of the contract until such items have been corrected to the satisfaction of a prudently reasonable person.
26. Substantial Completion – Defined as, “the progression of the project where the owner may enjoy beneficial use or occupancy and may use, operate, and maintain the project in all respects, for its intended purpose, with exception of minor aesthetic repairs which the contractor agrees are necessary for full project completion”.
27. Time - Due to market conditions outside of the control of CR, it may take up to 90 days to start work on the above listed site after approval of the contract. In no case shall this contract be considered “abandoned” prior to the expiration of 120 days from the date of a final settlement agreement, approved by all parties.
28. Payments in Default – Payments not received from customer in accordance with the terms of the contract may be deemed in default. In the event of default, contractor shall add interest to balance owed at the maximum statutory rate allowed by state law or 18% whichever is higher. In addition customer agrees to pay all costs and legal fees incurred by contractor if this account is tendered for collection.
29. Confidentiality - All parties agree to keep complaints or disputes regarding all issues relating to or arising as a result of this contract, as well as the work performed or to be performed between the respective parties and their legal counsel(s). Parties may share judgment and or credit information with the credit bureaus, collection agents and court(s) with appropriate jurisdiction. Parties may not share or report information, complaints or disputes with any other neighbors, customers, companies or organizations.
30. Disputes or Collections – Parties hereby agree that any disputes or payment collection issues shall be governed by Vermont Law.
31. Good Faith required – Parties agree that good faith is required in the negotiation and execution of this contract.
32. Term “Property Owner” also includes Trustees or Authorized Agents as permitted by Law.

\_\_\_\_\_ Initials Property Owner

\_\_\_\_\_ Initials Property Owner



Estimate #: 2133.2

## ROOFING ESTIMATE

**Kristin Babic**  
321 E Lakeshore Dr  
Colchester, Vermont - 05446

Date: Sep 14, 2021

Done By: Mark Harding

### Asphalt Shingle Bid

Item	Qty	Unit	Price	Total
<b>01 - Asphalt Shingle Bid</b>				
<b>Tear Off - Shingle Roof</b> <i>Tear off existing roof, down to deck. Repair any minor issues and nail down any loose boards. Dispose of Roofing into on-site container. This item covers the known visible layer. If additional layers of roofing are discovered, additional fees will apply.</i>	13.52	SQ	\$67.50	\$912.60
<b>Haul Off - Shingle / Cedar Roofing</b> <i>Haul off materials to state sanctioned recycle center. This may be by rented dumpster or company owned dump trailers. This fee covers only the know visible layer. If more layers of roofing are discovered, additional fees will apply.</i>	13.52	SQ	\$63.00	\$851.76
<b>Install Weathering Package - Base</b> <i>Install ice &amp; water 3' at all eaves and valleys. Install asphalt felt in all areas not covered by ice &amp; water. Install new 8" galvanized drip edge, new pipe boots. Replace missign or damage step flashing.</i>	14.87	SQ	\$40.00	\$594.80
<b>Starter Shingles</b> <i>Starter shingles provide proper edge protection and meet manufacture guidelines to assure straight edges and well adhered wind resistance.</i>	3.00	BNDL	\$125.00	\$375.00
<b>Laminated Shingles - OC - DUR</b> <i>Labor &amp; Material to install 1 layer of shingles. 1:12 to 7:12 pitch. Duration® Series Shingles are unrivaled by any other architectural shingles because they feature patented SureNail® Technology - a technological breakthrough in shingle design, with 18 available colors.</i>	14.87	SQ	\$315.00	\$4,684.05
<b>Hip &amp; Ridge Shingles</b> <i>Labor and materials to install a line that comes with a wind rating, and a limited lifetime warranty against manufacturer defects, 10 year algae resistance warranty and additional 15 year labor &amp; material warranty is available for purchase as an upgrade. Color will match field shingles.</i>	3.00	BNDL	\$125.00	\$375.00
<b>Warranty Package - Shingles</b> <i>3 Yr - "No Leak" Contractor Labor Warranty Manufacturer – Lifetime Material Warranty Manufacturer - 130 mph wind uplift warranty Manufacturer – 10 year algae stain warranty</i>	1.00	EA	\$0.00	\$0.00

<b>Offer</b>	1.00	EA	\$0.00	\$0.00
<i>This offer is valid in the State of Vermont only and is valid for a period of 30 days from the issue date. If you wish to engage the services of Champlain Roofing, you must accept this offer prior to expiration of 30 days. Simply respond in writing by email that you accept the offer. If you do not have email please call our offices and we will mail a paper copy of the estimate to you, to be signed and returned.</i>				

<b>Disclaimer - Known Layers</b>	1.00	EA	\$0.00	\$0.00
<i>We only bid what we can see. We assume there is 1 layer of roofing unless more layers are known and added to the bid. Extra layers cost extra in both the tear off cost and the disposal cost. Unless specified, your bid covers one layer of tear off.</i>				

<b>Disclaimer - Rotten Substrate</b>	1.00	EA	\$0.00	\$0.00
<i>We only bid what we can see. We cannot know or predict if you have rotten decking. Unless otherwise specified, this bid assumes there are no issues with your decking. Replacing decking costs extra.</i>				

Total - 01 - Asphalt Shingle Bid:	\$7,793.21
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Total:	\$7,793.21
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**Thank you for your business!**

Mark Harding

mhardingvt802@gmail.com