



# ROOFING CONTRACT

Date:	December 13, 2024
Project #:	82319

Prepared for: ("Client")	Created by: ("Contractor")
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Client and Contractor (individually the "Party" and collectively the "Parties" to this contract "Contract") agree as follows:

## SCOPE OF WORK ("SCOPE OF WORK")

Jobsite address	Same As Above
Work to be completed*	<ul style="list-style-type: none"> <li>- Remove and Dispose of Existing Roof</li> <li>- Install New Sheathing 1/2 CDX Plywood as Needed, Charged at \$100/ sheet</li> <li>- Install Ice &amp; Water Shield Underlayment</li> <li>- Install 24 Gauge, 16" Snaplock Metal Roof (Taylor)</li> <li>- Install New Gable Metal and Trim</li> <li>- Replace Any Flashing (Drip Edge, L Flashing, Skylight Flashing)</li> <li>- Replace Any Pipe Boots/Jacks and Venting/Flappers</li> <li>- Clean Gutters</li> <li>- Haul Away All Scope of Work Debris</li> </ul>

*\*Any rotten wood or plywood not capable of holding a nail will be replaced by Contractor once the roof is opened up and can be visually inspected. The cost of this extra lumber and work (if needed) will be discussed with homeowner and memorialized in a change order if necessary. If the change order applies to specifically plywood replacement, 1/2 CDX Plywood will be charged at \$100/Sheet. 3/4 CDX Plywood will be charged at \$150/Sheet.*

#### **CONTRACT TERMS**

1. Contractor hereby warrants that all roof work performed under the Scope of Work will be performed in accordance with relevant roofing standards.
2. All change orders (except unsuitable wood and roof deck as outlined in Section 11) shall be in writing and signed by both the Client and Contractor.
3. Client understands and acknowledges that roofing operations are hard physical work and may cause unavoidable noise and vibrations. Client understands this and accepts and agrees to take full responsibility for preparing the home prior to the commencement of the Scope of Work, including removing fragile items that may vibrate loose from walls. Contractor shall not be responsible for disturbance, detachment of fireproofing or other materials from the underside of the roof deck, damage, clean-up or loss to interior property that was not removed or protected as agreed above. Satellite Dishes may have to be removed when re-roofing, and re-adjustments to the dish will be responsibility of the homeowner. Gutters / Gutter Screens often have to be removed during roofing installation, and may be damaged in the process. Fly Guys is not responsible for damaged gutters/screens and recommends replacement after a new roof. Skylight glass must be removed to install new flashing. Fly Guys is not liable for any damage to the skylight during this process. Client shall supply water and electricity as needed, and provide suitable access to the property for trucks that are large enough to carry all the weight of materials to be installed and removed from the roof. Client understands this and agrees not to hold Contractor liable for cracks to driveways, sidewalks, or reasonably unavoidable damage to landscaping. If necessary, tree trimming is the Client's responsibility prior to the commencement of the Scope of Work.
4. Clients understands that Contractor shall schedule materials, equipment, and labor to complete the Scope of Work in a timely manner. Contractor shall not be liable for any delay due to circumstances beyond its control, including but not limited to, casualty, Acts of God, disaster, governmental directives, backorder of materials, or unavailability of materials, equipment, or labor, inclement weather, interruption of transportation to the Jobsite, or other similar cause beyond the control of the Parties. Contractor will make every effort to adjust for these changes if they arise.
5. Contractor may need to disconnect mechanical equipment that must be moved during the roofing work assuming it has not already been done by Client. If Client is concerned about a particular item, Client should arrange for this to be done prior to the commencement of the Scope of Work and will not hold Contractor liable for moving equipment necessary to complete the Scope of Work.
6. The weight, thickness, color, and other qualities of materials are approximate and are subject to normal industry variation. Client understands and accepts that these industry variations are an accepted part of the roofing material industry and Contractor will not be held liable for material that is within industrial variation.
7. This Contract is based on a complete job; surplus materials remain the property of Contractor and will be removed in a timely manner.
8. Upon completion of the work, the Client may inspect the work completed. If it is deemed unsatisfactory, the Client will immediately inform Contractor within 5 days of completion. Final payment or failure to inspect within 5 days constitutes acceptance.
9. The pricing outlined in this Contract is good for 30 days as it is based off of current price of materials in the month it is provided. Due to the ongoing worldwide pandemic, Contractor has experienced massive short term price changes. If this Contract is signed more than 30 days out from presentation or work is scheduled more than 30 days out, Contractor reserves the right to pass any increase in material costs on to Client based on historical vs. present material prices from Contractor's supplier.
10. All Permits required will be billed to the Customer.
11. Signature of contract authorizes Fly Guys Roofing to take pictures and videos of project being completed for social media advertisements unless specified otherwise before signature of contract.
12. Any applicable travel costs, such as barge and ferry fees, meal per diem, hotel fees, and aviation costs if applicable are not included in the contract total, and will be charged to the Customer. The San Juan ferry system is unreliable and we may be forced to charter boats/flights or seek hotel accommodation.
13. Administrative Fee of \$187 will be added to the final invoice.
14. Customers to let crew use restrooms/ facilities (such as hose hookups and ladders) as needed.
15. Inclement Weather may require purchase and installation of tarps, which will be charged to the customer.

#### **DEPOSITS**

16. Upon the execution of this Agreement, Client shall pay to Contractor a deposit listed below. Deposit shall be applied to the final cost.
  - a. Deposit refunds are at the discretion of the Contractor.

## ROOF DECK

17. Client warrants that the roof deck and structures on which Contractor is to work are in sound condition and capable of withstanding roof construction, equipment and operations. Contractor's commencement of roof installation indicates only that Contractor has visually inspected the surface of the roof deck for visible defects. Contractor is not responsible for the structural sufficiency, quality of construction, undulations, fastening or moisture content of the roof deck or other trades' work or preexisting design.
18. Car Decking/Tongue and Groove are not up to code and therefore is not an acceptable roof deck. The roof deck cannot be inspected during an estimate as shingles would need to be removed to expose the roof deck. If Car Decking/Tongue and Groove is found after project has began, the roof will need to be re-sheated with CDX Plywood and a Change Order will be drafted and signed by the Parties. 1/2 CDX Plywood is charged at \$100/Sheet. This includes materials, material delivery, installation, and disposal of old material. Washington State sales tax will also be applied.
19. Client hereby acknowledges that Contractor will replace any deteriorated wood that cannot hold a nail or is not suitable to maintain the integrity of the roof being installed.
  - a. Plywood/OSB sheathing replacement is per full sheet or any portion thereof.
  - b. If the roof deck is deteriorated to the point that workers step or fall through the roof deck, interior damage can occur. Client agrees not to hold Contractor liable for any damage that may occur to the ceiling or contents of the home due to the deteriorated roof deck.

## WARRANTY

20. The term of this warranty is 5 years from the date of the original installation by Contractor. If a verified claim is received by Contractor, all efforts will be made to resolve it in accordance with terms and conditions stated below. Client agrees to immediately give Contractor reasonable access to investigate and repair any warranty issue within a reasonable time frame of reporting it.
21. This warranty extends only to:
  - a. Workmanship carried out by Contractor as part of the installation;
  - b. Defects occurring from installation of materials by Contractor;
  - c. All accessory materials, including, but not limited to, attic vents, caulk or permeable membrane used as part of the roof installed by Contractor.
  - d. All reasonable costs, including disposal, re-installation, and cartage associated with this warranty will be paid by Contractor.
22. This warranty does not cover:
  - a. To the extent permissible by law, consequential damage (whether structural or otherwise) or failure due to accidental damage, impact, misuse, or negligence of any third party;
  - b. Damage arising from natural causes, such as wind, hail, lightning, or other extreme weather;
  - c. Materials defects by the manufacturer during production;
  - d. Removal or re-installation of any roof mounted appliances or fixtures installed on the roof including, but not limited to, solar hot water systems, pool heating, air conditioners, solar electric panels, television antennas, or satellite dishes;
  - e. Damage caused by the installation of any roof-mounted appliance or fixture on the roof, including, but not limited to, solar hot water systems, pool heating, air conditioners, solar electric panels, television antennas, or satellite dishes;
  - f. Damage arising from inappropriate cleaning of the roof;
  - g. Damage caused by persons other than Contractor personnel while accessing the roof for any reason.
23. This warranty includes replacement and reinstallation of any failed or faulty roofing components, but does not extend to, or imply liability for, damage to interior building components or contents.
24. To the extent permitted by law, if this warranty has been breached, Contractor will at its option, repair or replace the roof defects covered by this warranty.
25. Replaced materials and installation are warranted for the remainder of the original 5-year warranty term.
26. To validate a warranty claim, Client must notify Contractor of the issues with the installation immediately upon discovery (emailed to [office@flyguysroofs.com](mailto:office@flyguysroofs.com)), and allow Contractor reasonable access to the property to inspect and test the roof being claimed under this warranty to assess the nature of the issues with the installation, as well as repair any defect or error.
27. Please check with the various material manufacturers' websites to see warranty coverage arising from defects due to the manufacturing process.
28. Negative social media reviews (Google, Facebook, Instagram, Yelp, etc) will result in termination of warranty with no exceptions. Warranty will not be reinstated even if reviews have been removed/deleted.
29. Travel Costs only for Warranty Repairs may be billed to the customer, including ferry fees, meal per diem, hotel fees, barge costs, aviation charter costs, etc. Labor costs will not be charged on Warranty Calls.

## CONSTRUCTION PROFESSIONAL RIGHT TO OFFER TO CURE DEFECTS- NOTICE TO HOMEOWNER

(1) The construction professional shall provide notice to each homeowner upon entering into a contract for sale, construction, or substantial remodel of a residence, of the construction professional's right to offer to cure construction defects before a homeowner may commence litigation against the construction professional. Such notice shall be conspicuous and may be included as part of the underlying contract signed by the homeowner. In the sale of a condominium unit, the requirement for delivery of such notice shall be deemed satisfied if contained in a public offering statement delivered in accordance with chapter 64.34 RCW.

(2) The notice required by this subsection shall be in substantially the following form:

CHAPTER 64.50 RCW CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST THE SELLER OR BUILDER OF YOUR HOME. FORTY-FIVE DAYS BEFORE YOU FILE YOUR LAWSUIT, YOU MUST DELIVER TO THE SELLER OR BUILDER A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE YOUR SELLER OR BUILDER THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE BUILDER OR SELLER. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE A LAWSUIT.

(3) This chapter shall not preclude or bar any action if notice is not given to the homeowner as required by this section.

## HAZARDOUS MATERIALS

30. In the event Contractor encounters any hazardous materials while performing the Scope of Work, Contractor may stop work until such time that a scope of work and additional fee has been negotiated with Client for the removal of the hazardous material. Hazardous materials shall mean any materials that because of its quantity, concentration, or physical chemical characteristics may pose a hazard to human health or the environment. Hazardous materials shall include but not be limited to, flammable and combustible materials, toxic materials, corrosive materials, aerosols, compressed gases, mercury, asbestos, bulk fuels, medical waste, or chemical, biological and radiological materials.
31. Customer agrees to indemnify and hold Contractor harmless, from and against any liability, damages, losses, claims, demands or citations arising out of the presence of hazardous materials.

## ENTIRE AGREEMENT

32. The Parties acknowledge that there are no agreements or understandings, written or oral, other than this Contract, and that this Contract constitutes the full and complete agreement between the parties. This document shall be the sole agreement between the Parties for the Scope of Work described herein. No other promises, arrangements, or guarantees not specifically outlined here are valid.

## DISPUTE RESOLUTION

33. In the event a dispute arises between the Parties to this Contract that cannot be solved through discussion between Client and Contractor, before turning to a lawsuit, the Parties agree to participate in at least four hours of mediation with a Bellingham mediator and both Parties agree to participate in good faith. An example is Bellingham Mediation and Consulting (360-255-1666) whom Contractor warrants they have no professional relationship with. Contractor will pay for the cost of this local service. If the Parties cannot agree on a local mediator in Bellingham within 5 business days, the Parties agree to share equally the cost of using JAMS in accordance with the mediation procedures of JAMS. Should discussions fail, the Parties agree to cooperate fully in the effort to schedule a mediation session within 30 days of a mediation request by either Party to this Contract.

## PAYMENT

34. The balance is payable **in full upon completion of the Scope of Work**. If the balance due is not paid within **five (5) days of completion of the Scope of Work**, Customer is subject to a late charge. The late charge is computed at a rate of 1.5% on the total unpaid balance each day and Contractor may file for a lien as necessary.
35. Accepted Payment Methods: Cash, Cashier's Check, Wire Transfer, Personal Check. **CHECKS NOT ACCEPTED VIA MAIL, FEES MAY BE APPLIED FOR PAYMENTS SENT VIA MAIL.**
36. Notice is hereby given that a lien may be claimed. RCW 60.04.010 and .020 requires Contractor to give notice that a lien may be claimed for all unpaid labor, unpaid materials, or equipment furnished by Contractor. If incurred, collection costs, including reasonable attorney's fees, may be added to Client's account balance.
37. Upon signing this contract, customer understands that cancellation of the contract for any reason other than contractor nonperformance (defined as failure to complete work within 8 months of contract signature) will result in profit lost to Fly Guys Roofing. Therefore, Fly Guys Roofing has the discretion to hold the customer responsible for 1/3 of the contract which would translate to a portion of our profit margin lost by customer contract termination.

**PRICING**

Subtotal	\$38,500
Tax	\$3,234
Total	\$41,734
Deposit Amount	\$16,700

**ACCEPTANCE**

By signing below, the Parties agree to enter into this Contract as of the date on the first page of this contract.

Do you intend to obtain a loan to pay for a portion or all of the Scope of Work within this Contract? \*\*

Yes | No Client circle and initial \_\_\_\_\_

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client Printed Name

*Austin Reese*

*December 13, 2024*

\_\_\_\_\_  
Fly Guys Roofing

\_\_\_\_\_  
Date

\*\*IF YOU HAVE INDICATED IN THIS CONTRACT THAT YOU INTEND TO OBTAIN A LOAN TO PAY FOR ALL OR PART OF THE WORK SPECIFIED IN THE CONTRACT, YOU HAVE THE RIGHT TO CHANGE YOUR MIND AND CANCEL THIS CONTRACT WITHIN THREE DAYS OF THE DATE WHEN THE LENDER PROVIDES YOU WITH YOUR TRUTH-IN-LENDING DISCLOSURE STATEMENT OR THE DATE WHEN YOU RECEIVE WRITTEN NOTIFICATION THAT YOUR LOAN WAS DENIED. BE SURE THAT ALL PROMISES MADE BY YOUR CONTRACTOR ARE PUT IN WRITING BEFORE YOU SIGN THIS CONTRACT.

## Notices—Exceptions.

(1) Except as otherwise provided in this section, every person furnishing professional services, materials, or equipment for the improvement of real property shall give the owner or reputed owner notice in writing of the right to claim a lien. If the prime contractor is in compliance with the requirements of RCW 19.27.095, 60.04.230, and 60.04.261, this notice shall also be given to the prime contractor as described in this subsection unless the potential lien claimant has contracted directly with the prime contractor. The notice may be given at any time but only protects the right to claim a lien for professional services, materials, or equipment supplied after the date which is sixty days before:

- (a) Mailing the notice by certified or registered mail to the owner or reputed owner; or
- (b) Delivering or serving the notice personally upon the owner or reputed owner and obtaining evidence of delivery in the form of a receipt or other acknowledgment signed by the owner or reputed owner or an affidavit of service.

In the case of new construction of a single-family residence, the notice of a right to claim a lien may be given at any time but only protects the right to claim a lien for professional services, materials, or equipment supplied after a date which is ten days before the notice is given as described in this subsection.

(2) Notices of a right to claim a lien shall not be required of:

- (a) Persons who contract directly with the owner or the owner's common law agent;
- (b) Laborers whose claim of lien is based solely on performing labor; or
- (c) Subcontractors who contract for the improvement of real property directly with the prime contractor, except as provided in subsection (3)(b) of this section.

(3) Persons who furnish professional services, materials, or equipment in connection with the repair, alteration, or remodel of an existing owner-occupied single-family residence or appurtenant garage:

- (a) Who contract directly with the owner-occupier or their common law agent shall not be required to send a written notice of the right to claim a lien and shall have a lien for the full amount due under their contract, as provided in RCW 60.04.021; or
- (b) Who do not contract directly with the owner-occupier or their common law agent shall give notice of the right to claim a lien to the owner-occupier. Liens of persons furnishing professional services, materials, or equipment who do not contract directly with the owner-occupier or their common law agent may only be satisfied from amounts not yet paid to the prime contractor by the owner at the time the notice described in this section is received, regardless of whether amounts not yet paid to the prime contractor are due. For the purposes of this subsection "received" means actual receipt of notice by personal service, or registered or certified mail, or three days after mailing by registered or certified mail, excluding Saturdays, Sundays, or legal holidays.

(4) The notice of right to claim a lien described in subsection (1) of this section, shall include but not be limited to the following information and shall substantially be in the following form, using lower-case and upper-case ten-point type where appropriate.