

THE CONTRACTOR ON THE FACE HEREOF AND ANY AGREEMENT MADE PURSUANT THERETO BETWEEN GRACO ROOFING AND CONSTRUCTION, LLC (THE "COMPANY") AND THE CUSTOMER(S) WILL BE SUBJECT TO ALL APPROPRIATE LAWS, REGULATIONS AND ORDINANCES, AND TO THE FOLLOWING SPECIAL TERMS AND CONDITIONS.

1. All contracts subject to approval of our Credit Department & Management
2. Payments shall be made upon the following terms. Net cash on or before the tenth (10th) day following the completion of work. If work is of such nature that it will exceed one calendar month, partial payments shall be made on the tenth (10th) of each calendar month, based on the work completed and the material on the job as of the last day of the preceding month as evidenced by our statement. In the event there needs to be an inspection then the maximum allowable holdback will be 10% for a maximum of 30 days from completion.
3. Should default be made in payment of this contract, charges shall be added from date thereof at a rate of one and one half percent per month (18% PER ANNUM) with a minimum charge of \$2.00 per month, and if placed in the hands of an attorney for collection, all attorney's fees, and legal filing fees shall be paid by Customer accepting said contract.
4. The Company shall have no responsibility for damages from fire, windstorm, lightning, mold, or other hazard, as is normally contemplated to be covered by Homeowners Insurance, unless a specific written agreement has been made prior to commencement of the work.
5. The quotation on the face hereof does not include expenses or charges for additional bond or insurance premiums or costs beyond normal bond and insurance coverage, and any such additional expenses, premiums or costs shall be to the amount of the work.
6. Replacement of deteriorated decking, roof jacks, ventilators, flashing or other materials, unless otherwise stated in this contract, are not included and will be charged as an extra on a time and material basis.
7. This contract, if not signed, will expire 30 days from date unless extended in writing by the Company. After 30 days, we reserve the right to revise our price in accordance with costs in effect at that time.
8. The Company shall not be liable for failure or performances due to labor controversies, strikes, fires, weather, and inability to obtain materials from usual sources, or any other circumstances beyond the control of the Company whether of similar or dissimilar nature.
9. The Company is not responsible for any interior damage or mold below the roof, due to leaks by excessive rain, wind, ice dams, hail or preexisting construction defects during the period of the warranty. The Company will not be responsible for damage or mold below the roof due to workmanship leaks if not notified in writing, within 24 hours of first occurrence of leak. If notified within 24 hours, the maximum amount the company will pay for interior damage is three hundred dollars.
10. If roofing and sheet metal work is involved, it is understood and agreed to that our standard roof guarantee shall be acceptable and that all terms and provision therein shall prevail, unless otherwise specifically agreed to in writing prior to the commencement of the work. The warranty period shall be for one year unless otherwise stated in writing. If an extended warranty is stated, there still remains a limitation on interior damages for a period of one year.
11. If material has to be reordered or restocked because of cancellation by the customer, there will be restocking fee equal to fifteen (15%) of the contract price.
12. This contract and warranty shall not be assigned and is nontransferable.
13. If this Contract is cancelled by the Customer later than three (3) days from execution, customer shall pay to the Company twenty percent (20%) of the contract price as liquidated damages, not as a penalty, and the Company agrees to accept such as reasonable and just compensation for said cancellation.
14. This Contract cannot be cancelled once insurance negotiations begin or work is commenced except by mutual written agreement of the parties.
15. This Agreement constitutes the entire agreement between the parties. It may be changed only by written instrument signed by both parties.
16. If any provision of this agreement should be held to invalid or unenforceable, the validity and enforceability of the remaining provisions of this agreement shall not be affected thereby.
17. Any representation, statements, or other communications not written in this Contract are agreed to be immaterial, and relied on by either party, and do not survive the execution of this Contract.
18. For the written warranty to become valid the contact must be paid in full.
19. GRACO ROOFING AND CONSTRUCTION, LLC will have the right to supplement the Insurance Co. in the event material and labor increases over five percent (5%) from the date of the damage or if labor and materials exceed the original scope of loss.
20. The Company has the right to order excess materials. All excess materials belong to the Company.
21. Supplement paid by the insurance company for additional labor and/or materials needed beyond the original scope of repairs shall be paid directly to GRACO ROOFING AND CONSTRUCTION, LLC.
22. These conditions shall be considered a part of any contract entered into or authorized to proceed, the same as if they were included therein.
23. Full scope of Insurance proceeds shall be defined as the full price for repairs allowed by the insurance company before any deduction for deductible or depreciation are subtracted.

PLEASE MAKE ALL CHECKS PAYABLE TO GRACO ROOFING AND CONSTRUCTION, LLC.