

# COMMERCIAL ROOFING CONTRACT AGREEMENT

Project Location: \_\_\_\_\_ Contract No.: \_\_\_\_\_

## Contractor Information:

Company Name: \_\_\_\_\_

License Number: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Owner Information:

Full Name/Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Scope of Work:

Contractor shall furnish all labor, materials, equipment, and services necessary to perform and complete all roofing work on the Project Location as described in the attached specifications and drawings. Work shall comply with all applicable building codes, industry standards, and manufacturer requirements.

## Contract Price and Payment Terms:

Total Contract Price: \_\_\_\_\_ USD

Payment Schedule: \_\_\_\_\_

## Materials and Equipment:

All materials and equipment furnished by Contractor shall be new, of good quality, free from defects and meet the requirements specified in the Contract Documents. All manufacturer warranties shall be assigned to Owner where applicable.

## Permits and Inspections:

Contractor shall be responsible for obtaining all required permits, licenses, and inspections necessary for the lawful execution of the work. All work shall be performed in compliance with applicable laws and regulations.

## Warranty:

Contractor warrants that all work shall be performed in a good and workmanlike manner, free from defects in workmanship and materials, for a period of one (1) year from the date of substantial completion. This warranty excludes normal wear and tear, damage caused by misuse, accidents, or Acts of God.

## Insurance and Indemnification:

Contractor shall maintain insurance coverage including general liability, workers' compensation, and automobile liability, with limits satisfactory to Owner. Contractor shall indemnify, defend, and hold harmless Owner from any claims, damages, or losses arising out of Contractor's performance under this Agreement, except to the extent caused by Owner's negligence or willful misconduct.

**Changes and Extras:**

Any changes to the Scope of Work shall be made only by written Change Order signed by both parties. Changes may affect the Contract Price and/or the time for performance.

**Time of Completion:**

Contractor agrees to commence work promptly and to achieve substantial completion within the time frame set forth in the Contract Documents. Time is of the essence.

**Termination:**

Owner may terminate this Agreement for cause upon Contractor's material breach if Contractor fails to cure such breach within five (5) business days after written notice. Contractor may terminate if Owner fails to pay amounts due within ten (10) days after written notice.

**Dispute Resolution:**

Any dispute arising under or related to this Agreement shall be resolved first through good faith negotiation between parties. If unresolved, disputes shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association in the State where the Project is located.

**Governing Law:**

This Agreement shall be governed by and construed in accordance with the laws of the State in which the Project is located, without regard to its conflict of laws rules.

**Entire Agreement:**

This Agreement, including all attachments and referenced documents, constitutes the entire agreement between Owner and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

**Severability:**

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be severed and the remainder of this Agreement shall remain in full force and effect.

**CONTRACTOR'S SIGNATURE**

**OWNER'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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