

Cardinal

 **ROOFING
& SIDING
COMPANY, INC.**

CONSTRUCTION SPECIALISTS

6401 TOPAZ COURT • FT. MYERS, FL 33912

239-939-4450 • FAX 239-939-4571

FLORIDA STATE LICENSE # CC C032513

GENERAL CONDITIONS

Cardinal Roofing & Siding Company, Inc. (Cardinal is committed to utilizing the best building practices, however, please be aware that your roof replacement involves major demolition. While removing and replacing materials on your home, minor disturbances may occur.

Cardinal will not be responsible for any interior damages and strongly advises you to remove all wall hangings, light fixtures, and other fragile items prior to the start of work. Any items in the attic should be covered for protection of falling debris and dust. Cardinal will not have any duty to clean the attic space as part of this contract. Cardinal will not be responsible for drywall or plaster cracks, nail pops or any damage to the interior of the premises.

Homeowner or Homeowners Agent

Date



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**ROOFING CONTRACTOR'S MOLD DISCLAIMER
DISCLAIMER/RELEASE**

In addition to the other provisions of this Contract, Owner agrees that should Contractor discover the presence of mold, mildew, fungi, spores, and/or any other hazardous chemical or biological agent on the jobsite, Contractor reserves the right, but is not obligated, to stop work, report said condition to the Owner, remove its employees and agents from the jobsite and require the full remediation of the condition by the Owner before proceeding with the Work. Owner shall pay Contractor for all costs associated with demobilization and remobilization resulting from such conditions.

In no case shall Contractor be responsible or liable for the detection, removal, disposal or remediation of any mold, mildew, fungi, spores, or other hazardous chemical or biological agent as a term or condition of this contract.

Owner hereby expressly releases and discharges contractor from any an all liability, claims causes of action and/or damages, whether actual or consequential, arising out of or under contract, for personal injury, property damage, illness, allergic reactions, disease, and/or death resulting from or related to mold, mildew, fungi, spores and/or other hazardous chemical or biological agents.

Owner expressly waives any and all rights of recovery, causes of action and/or claims for damages whether actual or consequential, against Contractor arising out of or relating to the negligence of Contractor and/or its Subcontractors which results in the occurrence of or exposure to mold, mildew, fungi, spores and/or any hazardous chemical or biological agents.

Owner agrees to indemnify and save and hold harmless Contractor from and against any and all claims, rights, damages, losses and causes of action for breach or warranty, or for the negligence of Contractor and/or its Subcontractors which are brought by Owner and/or its Agents, Employees, Relatives, Invitees or Licensees, arising out of or relating to property damage, personal injury, illness, allergic reactions, disease and/or death resulting from the occurrence or exposure to mold, mildew, fungi, spores and/or any other hazardous chemical or biological agents.

It is understood and agreed that the roofing contractor (and roofing contractor's insurer) will be held harmless for alleged or actual damages/claims as a result of mold, algae, or fungus. It is understood that the roofing contractor's and roofing contractor's insurer will exclude all coverage, including defense, damages related to bodily injury, property damage, and clean up expenses caused directly or indirectly in whole or in part for any action brought as a result of mold, including fungus and mildew regardless of the cost, event, material, product, or workmanship that may have contributed concurrently or in any sequence to the injury or damage that occurs.

This mold disclosure and disclaimer Addendum to roofing contract is executed as of the same date as the contract between the parties hereby and is hereby incorporated into and is a part of said contract.

Owner/Authorized Agent Date

Owner Date

EXHIBIT B



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PROPERTY RELEASE

I, (Owner/Agent) , owner(s)/authorized agent of the following property located at (address) am releasing Cardinal Roofing & Siding Company, Inc., from any and all responsibility for damages that may occur to the driveway area while making a delivery or cleaning up property referenced above.

Cardinal Roofing & Siding Company, Inc. shall further not be responsible for any interior damage, damage to paint, windows, gutters, or any other accessories/ materials in the surrounding structures caused by the application of roofing materials.

The best possible access to this property for the roofing material delivery is: Driveway

*****NOTE*****

Cardinal Roofing & Siding Company, Inc. will take every precaution and due care while loading and/or unloading any material or clean-up of debris. It is our intent to be extremely cautious and to leave the property in satisfactory condition.

*****NOTE*****

This release must be completed in its entirety and received in our office before any work can commence.

Signature Owner/Authorized Agent

Date

Signature Owner

Date

Special Notations by salesman or driver:

IMPORTANT INFORMATION

ESCALATION CLAUSE FOR MATERIALS AND LABOR

This contract price for this residential construction project has been calculated based on the best available current prices for both building materials and labor. Please be aware that the roofing industry is in a volatile phase and is experiencing very high demand for materials and labor. Due to this demand, shortages in both material and labor have become commonplace. Sudden price increases could and have occurred. Due to the long lead time that has been created by these factors, there is a possibility that your project could be effected. Therefore, if Cardinal Roofing & Siding, Inc. (Cardinal) receives an increase in the costs of your projects specified materials or the price of labor escalates, then owner agrees to pay the cost increase.

A written proposal of increase will be sent to the Owner for inspection before the project start. The Owner may, at his option, inform Cardinal, in writing, that he agrees with and will authorize payment of the increase to Cardinal or issue a written notice of termination to Cardinal. If the Owner elects to terminate, the Owner agrees that Cardinal may deduct from the Owners deposit associated with the contract and contract preparations. Costs will include any permit and government recording fees, any project specific special material purchases and a \$150.00 administration fee.

By signature below, Owner or Owners agent is agreeable to the terms and conditions of this Escalation Clause for Materials and Labor

Owner or Owners Agent



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ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001 – 713.37), FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS OR MATERIAL SUPPLIER OR NEGLECTS TO MAKE OTHER LEGALLY REQUIRED PAYMENTS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED, YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS OR OTHER SERVICES THAT YOU CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT WHENEVER A SPECIFIC PROBLEM ARISES, YOU CONSULT AN ATTORNEY.

BY SIGNING BELOW, I ACKNOWLEDGE THE RECEIPT OF THE INFORMATION ABOVE. I HAVE ALSO RECEIVED A COPY OF THE ABOVE FOR MY RECORDS.

OWNER/AUTHORIZED AGENT

DATE

OWNER

DATE



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FLORIDA LAW CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST A CONTRACTOR, SUBCONTRACTORS, SUPPLIER, OR DESIGN PROFESSIONAL FOR AN ALLEGED CONSTRUCTION DEFECT IN YOUR HOME. SIXTY DAYS BEFORE YOU FILE YOUR LAWSUIT, YOU MUST DELIVER TO THE CONTRACTOR, SUBCONTRACTOR, SUPPLIER OR DESIGN PROFESSIONAL A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE YOUR CONTRACTOR AND ANY SUBCONTRACTORS, SUPPLIER OR DESIGN PROFESSIONAL THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECT AND MAKE AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTIONS DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE CONTRACTOR OR ANY SUBCONTRACTORS, SUPPLIERS OR DESIGN PROFESSIONALS. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER FLORIDA LAW.

BY SIGNING BELOW, I ACKNOWLEDGE THE RECEIPT OF THE INFORMATION ABOVE. I HAVE ALSO RECEIVED A COPY OF THE ABOVE FOR MY RECORDS.

X _____
Owner/Authorized Agent

Date: _____

X _____
Owner

Date: _____

Cardinal



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CHAPTER 558 NOTICE OF CLAIM

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

DATE: _____ SIGNATURE _____



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NOTICE: FLORIDA LAW PROHIBITS CONTRACTORS AND SUBCONTRACTORS FROM OFFERING RESIDENTIAL PROPERTY OWNERS A REBATE, GIFT, GIFT CARD CASH, COUPON, WAIVER OF ANY INSURANCE DEDUCTIBLE, OR ANY OTHER THING OF VALUE IN EXCHANGE FOR ALLOWING THE CONTRACTOR TO CONDUCT AN INSPECTION OF THE RESIDENTIAL PROPERTY OWNER'S ROOF OR MAKING AN INSURANCE CLAIM FOR DAMAGE TO THE RESIDENTIAL PROPERTY OWNER'S ROOF.

SEE SECTION 489.147 FLORIDA STATUTES.



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IMPORTANT INFORMATION

Thank you for giving **Cardinal Roofing** an opportunity to give you an estimate on your home. We include everything in our estimate to you for a complete job; however, the Florida legislature has added a new law that may make your roofing job more expensive. We have included a hand out with your estimate to give you a brief summary of what the law says and how it affects you. We suggest that you get additional information from your local building department.

Essentially, the law states that when a homeowner replaces his roof, the plywood must be nailed to current code requirements and a secondary water barrier must be installed on top of the plywood. These requirements will add cost to your roofing project, but will insure additional protection in the event of a catastrophic wind event. All roofers must comply with these requirements.

The law gets confusing as it pertains to single family structures that have an insured value or a taxable value of \$300,000.00 or more and the structure was built prior to the Florida Building Code March 1, 2002. Homeowners in this category must improve the roof to wall connections on their homes during roof replacement. **(However, the following mandatory wall connections do not pertain to your property. The taxable value is less the \$300,000.000).** These mandated repairs to the roof to wall connections **cannot** exceed 15 percent of the cost of the roof replacement. The roof to wall connections **cannot** be completed by your roofing contractor. An engineer or architect report must be generated and the work completed by either a General, Building or Residential contractor. These same contractors can comply without engineering or architect reports if the retrofit is done according to the "Rule", as outlined in the law. We suggest that you research this further if your home meets these criteria.

Cardinal Roofing has aligned itself with reputable contractors to help accelerate this cumbersome process. Should you choose **Cardinal Roofing** for your roof replacement, be assured that we will help you navigate this confusing law. Our team approach will expedite the process and keep costs to a minimum.

Please contact your **Cardinal Roofing** estimator for additional information.

EXPOSED CEILINGS

Exposed Ceilings: Exposed ceilings exist whereby the underside of the roof decking can be viewed from the interior of the house. Roofing fasteners that are utilized during installation can penetrate the decking and damage the exposed ceilings appearance. Therefore, it is the responsibility of the homeowner to inform Cardinal Roofing if their house has exposed ceilings. There may be options available to the homeowner to maintain the existing appearance. If the homeowner fails to inform Cardinal Roofing that their house has exposed ceilings, Cardinal Roofing will accept no liability and will not make repairs to any exposed ceilings damaged during construction.

Homeowner or Homeowner's Agent

Date

Cardinal



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FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND

FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

1940 North Monroe Street
Tallahassee, FL 32399-0783
Telephone: 850-487-1395
Website: www.myfloridalicense.com

DATE: _____ CUSTOMER(S) SIGNATURE _____