



CONTRACTUAL AGREEMENT

This Agreement is made between "Owner" and "Contractor" and is subject to the approval of an Officer of the "Contractor" and may be cancelled as the "Contractor" deems necessary prior to arrival of materials.

Property Owner:	Address:
Home Phone:	Cell Phone:
Email Address:	Representative:
Insurance Company:	Claim #:

ESTIMATED DATE OF COMMENCEMENT & SUBSTANTIAL COMPLETION

Estimated Commencement:	Estimated Completion:
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Not including delays caused by: holidays, inclement weather, accidents, labor shortages, Change Order work, inability to obtain material through regular means of allocation, delays caused by inspection authorities or insurance representatives, delays caused by owner, its agents or employees, and other delays unavoidable or beyond the control of Contractor. Contractor will be entitled to an extension of time to perform its work in the event of any of the foregoing delays.

TERMS

NOTICE OF CANCELLATION: Owner may cancel this Agreement at any time to midnight of the third business day after the date of this purchase.

CHANGES IN THE WORK/CONCEALED CONDITIONS: Any change in the "Full Scope of Work" ("Additional Work") requested by Owner will require a Change Order. If concealed conditions are discovered after work has commenced which require work beyond the work described in the "Full Scope of Work", Contractor may stop work until the parties execute a Change Order. In the event that additional work is performed and a Change Order between the parties is not executed, all rotted wood will be replaced and will be charged at a minimum cost of \$75 per sheet; other necessary additional work will be charged on a time and material basis plus profit. The cost of the additional work will be added to the outstanding balance.

INSURANCE ALLOWANCE AGREEMENT & PROCEEDS: The Owner empowers Contractor to deal directly with the Owner's insurance company and meet with their representative in order to negotiate the amount of damage and the cost of the work to be performed on the above property. If an insurer disburses funds to owner, those funds shall be held in trust specifically for the payment of Contractor. Owner agrees to provide their scope of damages from the insurance company. Contractor reserves the right to file for supplemental claims due to material and or labor increases due to a storm environment or to insurance adjuster's mistakes, errors, or omissions. Owners out of pocket expense will not exceed the insurance policy deductible for the work agreed upon between the insurance carrier and Contractor, unless agreed upon by both the parties. If the insurance carrier fails to negotiate in a fair and reasonable manner, neither Contractor nor Owner will be held liable and this agreement may be rendered void.

PRIME CONTRACTOR'S NOTICE OF LIEN RIGHTS: As required by construction lien law, Contractor hereby notifies Owner that persons or companies furnishing labor or materials for the construction on Owner's property located at the job address listed on this contract may have lien rights on the Owner's land and building if not paid. Those entitled to lien rights, in addition to the undersigned Contractor, are those who contract directly with the Owner or those who give the Owner notice within 60 days after they furnish labor or materials for the construction. Accordingly, Owner probably will receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to the mortgage lender, if any. Contractor agrees to cooperate with the Owner and Owner's lender, if any, to see that all potential lien claimants are duly paid.

OTHER CIRCUMSTANCES / ISSUES: Please be aware that this Agreement contains a condition on the back that states that all pre-existing structural deficiencies are the responsibility of the Owner to financially remedy. The Contractor shall have no responsibility to incur expenses on this project for anything outside of the prescribed scope of loss detailed in the attached addendum. Special consideration should be made to allow funds for handling of issues such as canec decking, open soffits, or open beam ceilings. In addition, Contractor explicitly denies any liability occurring from damage caused by placing a debris removal container on site for roof demolition debris. Dumpster companies have been known to scar driveways during drop off or pick up due to weight in the dumpster. Customer holds Contractor harmless in the event any issues arise from any of the circumstances listed in this paragraph, or any other issue not listed here that is unknown to the Contractor prior to commencement.

BONDING: As a homeowner you have the right to obtain a performance and payment bond which will guarantee completion of the project and payment of all liens. This bond is usually provided by surety companies or material supply houses to qualified contractors. It may cost you approximately 5% of the project cost.

CONTRACTOR REPAIR ACT: CHAPTER 672E OF THE HAWAII REVISED STATUTES CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT OR OTHER ACTION FOR DEFECTIVE CONSTRUCTION AGAINST THE CONTRACTOR WHO DESIGNED, REPAIRED, OR CONSTRUCTED YOUR HOME OR FACILITY. NINETY DAYS BEFORE YOU FILE YOUR LAWSUIT OR OTHER ACTION, YOU MUST SERVE ON THE CONTRACTOR A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE. UNDER THE LAW, THE CONTRACTOR HAS THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR AND/OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY A CONTRACTOR. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THE LAW, AND FAILURE TO FOLLOW THEM MAY NEGATIVELY AFFECT YOUR ABILITY TO FILE A LAWSUIT OR OTHER ACTION.

FINANCIAL TERMS

This agreement is based upon ☐ Insurance Company Proceeds -OR- ☐ Customer Cash plus any and all supplements, upgrades, change orders, and/or overhad & profit.

If no dollar amount is entered on this agreement, the final figure shall be equal to the Replacement Cost Value of the final revised insurance scope, AFTER all supplements are approved.

Original Insurance Estimate: \$	(+) Supplements: \$	(+) Upgrades: \$	Total Contract Price: \$
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Please note: If "Insurance Company Proceeds" is selected you will receive funds for repairs from your insurance company, including supplements which can occur before or after the repairs are completed. If supplemental claims are necessary to properly reimburse Contractor for material & labor costs incurred on the project, then Customer agrees to hold the funds in trust specifically for the payment of Contractor upon substantial completion. Be aware of your obligation to pay these supplements to Contractor and notify them immediately after you receive the funds from your insurance company.

Payment 1 - Deposit (Deductible): \$	Payment 2 - 50%: \$	Payment 3 - 50%: \$
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Payment Terms: A deposit must be placed at the time of execution of this contract in the minimum amount of the customer's insurance policy deductible, typically \$500.00. Subsequent payment shall be made at 50% of contract value before commencement of work and remaining balance of 50% due at substantial completion. If work has been substantially completed, customer agrees to pay the entirety of the remaining balance minus a 5% hold back until any punchlist items are completed to the customer's reasonable satisfaction. For the purpose of this agreement the term "reasonable" shall mean all manufacturer's specifications and/or building codes are met and the product is aesthetically pleasing to the customer in comparison to common installation methods.

OWNER'S ACCEPTANCE

I represent and warrant that I am the owner of the above listed real estate and I have the authority to execute this contract. I have read and fully understand the front and back of this Agreement and I agree to all the terms and conditions contained therein, including the full scope of work contained in the Addendum to this contractual agreement, and I have received a completed copy at the time and place of this agreement's execution.

Date:	Owner Signature:
Date:	Owner Signature:
Date:	Representative Signature: