

ILLINOIS STATE ROOFING LICENSE # _____

S & F ROOFERS, INC: RESIDENTIAL ROOFING CONTRACT

CUSTOMER:

Name:			
Contact Person (if customer is a business):			
Billing Address:			
Business Phone:		Fax Number:	
Cell Phone:		Home Phone:	
Email:			
Project Address (if different from the above):			

In consideration of the payments to be made by Customer to S & F Roofers, Inc. ("Contractor"), an Illinois company with a principal place of business at 228 N. Mainsail, Waukegan, IL, 60031, the parties hereby agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents, taken together, shall constitute the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all other agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties, and there are no warranties, representations, or agreements between the parties in connection with the subject matter of the Contract Documents except as specifically set forth therein. The Contract Documents consist of the following:

- (a) this Contract and any drawings, specifications, schedules, addenda, or exhibits attached to this Contract;
- (b) additional documents signed by both Parties during the course of this Contract. (Extras, amendments, and deletions are effective ONLY if documented on a Change Order form or other amending agreement in writing, and initialed or signed by both Parties); and
- (c) _____.

Discrepancies or omissions in the Contract Documents, site conditions, and any work requested in variance of the Contract Documents are considered an extra to the Contract and are not

included in the Contract Price. Any additional work required due to site conditions not disclosed to Contractor, or which could not be reasonably anticipated, are not included in the Contract Price and shall be an extra to the Contract Price.

2. DESCRIPTION OF WORK

Contractor agrees to provide all materials, labor, tools, equipment, and supervision required to perform the Work ("Work") set out in the attached Work Schedule, in accordance with the Contract Documents. The Work will be performed between the hours of _____ a.m. and _____ p.m., Monday through Saturday, statutory holidays excluded, unless the Parties mutually agree, provided that the Work will be performed only if weather conditions are favorable, in order to ensure an acceptable finished product.

3. COMMENCEMENT DATE AND COMPLETION DATE.

Contractor will commence the Work on or before _____ ("Commencement Date"). Contractor agrees that the Work shall be completed no later than _____ ("Completion Date"), with substantial completion on or before _____. "Substantial completion" means that the Work has been completed

- (a) to the degree specified for substantial completion or substantial performance under Illinois law;
- (b) to the point where the project site is ready for use for the intended purpose; and
- (c) to the point where an occupancy permit (where the same is required) has been issued.

4. DELAYS.

4.1 Delay; Extension.

If Contractor is delayed in the completion of the Work by an act or neglect of Customer, or by any other contractor employed by Customer, by changes ordered in the Work, pending arbitration, or any other cause beyond Contractor's control, then the time of completion of the Work as set out in paragraph 3 above shall be extended for a period equal to the period of delay of any or all of the above-stated causes.

4.2 Delay; Contractor.

Customer shall have no obligation to grant an extension of time if any delay in completion of the Work was caused, directly or indirectly, from Contractor's breach of this Contract. In the event the Work is delayed due to neglect of Contractor, Contractor agrees to pay the Customer the sum of fifty U.S. Dollars and no/100 (\$50.00) per day, as liquidated damages until such time as the Work is completed. Such damages shall be Customer's sole and exclusive remedy for delay. In the event of such delay, Contractor must inform Customer as soon as possible of the occurrence of a delay, the reason for the delay and the estimated revised Completion Date.

4.3 Delay; Cancellation.

Both Parties agree that should Contractor not be able to commence the Work within _____ days of the Commencement Date due to inability to obtain a building permit or any other cause beyond Contractor's control, either Party may cancel the Contract by giving written notice to the other Party at such Party's address as set out in this Contract. In such event, Contractor's liability to customer shall be limited to the refund of any monies prepaid by Customer hereunder, less any costs or expenses already incurred by Contractor hereunder.

5. FORCE MAJEURE.

Neither Customer nor Contractor shall be liable for failure or delay in performance (except payment obligations) due to events beyond reasonable control, including acts of God, natural disasters, fire, flood, earthquake, explosion, war, terrorism, government actions or restrictions, labor disputes, pandemics, supply chain disruptions, port congestion, embargoes, or transportation failures beyond the parties' control (each a 'Force Majeure Event'). If such event occurs, the affected Party shall provide written notice to the other Party as soon as practicable, specifying the nature of the Event, its expected duration, and the steps being taken to mitigate its impact. The affected Party's obligations shall be suspended for the duration of the Force Majeure Event, provided that it makes reasonable efforts to resume performance as soon as possible.

If the Force Majeure Event continues for more than _____ days, either Party may terminate this Contract without liability by providing written notice to the other Party. Such termination shall not affect any rights or obligations accrued prior to the Force Majeure Event.

6. NOTICE OF CANCELLATION

As per the Illinois Consumer Fraud and Deceptive Business Practices Act, if this Contract is signed at Customer's home, Customer has a three (3) business day right to cancel. This shall be done through the attached Notice of Cancellation Form.

7. CONSUMER RIGHTS.

Illinois law requires that Contractor shall provide Customer with a copy of the "Home Repair: Know Your Consumer Rights" brochure as provided by the Illinois Attorney General, to review before executing this Contract. The signatures herein this clause acknowledge Contractor has provided and Customer has reviewed such brochure.

SIGN ACKNOWLEDGMENT (CUSTOMER): _____

SIGN ACKNOWLEDGMENT (CONTRACTOR): _____

8. CONTRACT PRICE & TERMS OF PAYMENT.

The Contract Price shall be calculated in the following manner [choose one]:

Commented [AH1]: Might want to confirm client is aware of [ILLINOIS PROMPT PAYMENT ACT](#)

(a) All inclusive fixed cost of _____ (\$ _____), plus applicable taxes, to be paid as follows:

TIMING OF PAYMENT	AMOUNT
Upon execution of this contract	\$
Upon commencement of the Work	\$
Upon completion of _____	\$
Upon completion of the Work	Balance of \$ _____, plus taxes of \$ _____

(b) Cost plus _____ (_____%) of cost, plus applicable taxes. Payments shall be due on a [weekly/bi-weekly/monthly] basis, with the balance due upon completion of the work.

(c) Cost plus _____ (\$ _____), plus applicable taxes, to be paid as follows:

TIMING OF PAYMENT	AMOUNT
Upon execution of this contract	\$
Upon commencement of the Work	\$
Upon completion of _____	\$
Upon completion of the Work	Balance of \$ _____, plus taxes of \$ _____

All payments must be made to Contractor. Any payment made to a subcontractor shall not be deemed to be a payment to Contractor under this Contract. In the event any payment is not paid when due, Contractor may stop work until payment is made. Any overdue installment shall bear interest at the rate of ten percent (10%) per annum (or the maximum rate allowable by law, whichever is less) from the due date until paid.

9. MECHANIC'S LIEN NOTICE.

9.1 Notice to Customer.

Under the Illinois Mechanics Lien Act (770 ILCS 60/), the Contractor, as well as subcontractors, laborers, and material suppliers who provide labor or materials for the Work described in this Contract, may have a right to assert a lien against your property if they are not paid in full for their work. A subcontractor providing more than two thousand U.S. Dollars and no/100 (\$2,000.00) in labor or materials must provide you with a **Notice of Lien Rights** within sixty (60) days from the first date of their work to preserve their lien rights. You have the right to demand lien waivers upon payment.

9.2 Lien Waiver Upon Payment.

The Contractor agrees to provide the Customer with **partial lien waivers** for itself and all subcontractors upon receipt of any progress payments and a **final lien waiver** upon full and final payment. Customer shall not be required to make any payment unless lien waivers are provided.

9.3 Indemnification and Lien Discharge.

The Contractor agrees to indemnify and hold the Customer harmless from any liens filed due to the Contractor's failure to pay subcontractors, suppliers, or laborers. If a lien is filed by any party claiming under the Contractor, the Contractor shall, within thirty (30) days, either:

- (a) secure the release of the lien at its own expense; or
- (b) provide a lien bond in accordance with Illinois law.

9.4 Customer's Right to Withhold Payment.

If a subcontractor or supplier provides the Customer with a Notice of Lien Rights, the Customer has the right under 770 ILCS 60/27 to **retain sufficient funds** from payments due to the Contractor to cover any outstanding obligations until the lien is waived or released.

9.5 Dispute Resolution for Liens:

If a lien dispute arises, the parties agree to engage in mediation or arbitration before initiating legal proceedings, except where the lien must be removed promptly to prevent foreclosure or cloud on title.

9.6 Contractor's Sworn Statement.

Contractor shall provide Customer, prior to any payment, a written Sworn Statement under oath. This Statement will list the names and addresses of all parties furnishing labor, materials, fixtures, apparatus, or machinery, and the amounts due or to become due to each. Contractor agrees to furnish **lien waivers** for all materials and labor under this contract when demanded or as required by §9.2 herein.

10. WARRANTIES AND QUALITY OF WORK.

10.1 Contractor's Limited Workmanship Warranty.

Contractor warrants to Customer that all materials and equipment furnished under this Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents; that the Work will be free from faults and defects not inherent in the quality required

or permitted; that the materials, equipment, and Work will conform with the requirements of the Contract Documents; and that the Work will be performed in a good and workmanlike manner.

10.2 Warranty Period (Defective Work).

For a period of _____ (____) year(s) following the Completion Date, Contractor warrants that the Work shall remain free from defects. If any Work is found to be non-conforming or defective ("Defective Work"), and Owner provides written notice to Contractor within this period, Contractor shall, at its sole cost and expense, promptly but in no event later than _____ (____) days after notice, repair, replace, or re-perform such Defective Work. This includes the repair of any portion of the property damaged as a direct result of the Defective Work. The original Warranty Period stated herein shall not be extended when any remedial work is performed.

10.3 Warranty Exclusions

Contractor's warranty expressly excludes remedy for damage or defects to the extent caused by:

- (a) abuse or neglect by anyone other than the Contractor or its agents;
- (b) modifications or repairs not approved or executed by the Contractor;
- (c) improper use other than for its intended purpose;
- (d) improper or insufficient maintenance by Customer; or
- (e) normal wear and tear under standard usage.
- (f) In addition, Contractor does not warrant or guarantee that new shingles or materials will perfectly match the color or texture of existing materials, as natural weathering and variations in batch coloring make a perfect match impossible.

10.4 Evidence of Quality.

Upon request, Contractor shall furnish satisfactory evidence, such as invoices or manufacturer certifications, as to the kind and quality of materials and equipment used for the Work to ensure compliance with this section.

10.5 Full Payment Condition Precedent.

This Limited Workmanship Warranty shall not take effect, and Contractor shall have no obligation to perform warranty repairs, until the Contract Price, including all Change Orders and accrued interest, has been paid in full.

10.6 Manufacturer's Warranty of Materials

Customer acknowledges that all materials used for the Work, including all Change Orders, are warranted solely by their manufacturer. Contractor hereby assigns to Customer all assignable warranties provided by the manufacturer. CONTRACTOR MAKES NO SEPARATE WARRANTY, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS OF THE MATERIALS USED.

10.7 DISCLAIMER OF IMPLIED WARRANTIES.

THE LIMITED WORKMANSHIP WARRANTY PROVIDED HEREIN IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY THE CONTRACTOR FOR THIS CONTRACT AND WORK. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SPECIFICALLY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO:

- (A) THE IMPLIED WARRANTY OF MERCHANTABILITY;
- (B) THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR USE;
- (C) THE IMPLIED WARRANTY OF HABITABILITY; AND
- (D) THE IMPLIED WARRANTY OF GOOD WORKMANSHIP.

CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIONS OR PROMISES HAVE BEEN MADE BY CONTRACTOR OUTSIDE OF THIS WRITTEN CONTRACT. CUSTOMER ACCEPTS THE WORK "AS IS," SUBJECT ONLY TO THE EXPRESS WRITTEN WARRANTIES STATED HEREIN.

11. HIDDEN CONDITIONS.

11.1 Discovery of Hidden Conditions.

This Contract is based on a visual inspection of the property's exterior. Contractor shall not be held liable for any hidden, concealed, or unforeseeable conditions that could not be reasonably discovered by visual observation. Such conditions include but are not limited to: (a) rotted, insect-damaged, or structurally unsound roof decking; (b) deteriorated rafters or trusses; (c) unforeseen masonry or chimney defects; or (d) inadequate attic ventilation or insulation that may cause ice damming or moisture buildup.

11.2 Procedure and Change Order.

Upon discovery of a condition as found in this section, Contractor shall immediately notify Customer and cease work in the affected area. Contractor will provide a written Change Order detailing the additional labor and materials required to rectify the condition. Customer shall be responsible for all costs associated with such repairs. If Customer refuses to authorize the repair, Contractor may terminate this Contract, and Customer shall pay for all work completed up to the point of Discovery.

12. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES THAT CONTRACTOR'S TOTAL AGGREGATE LIABILITY TO CUSTOMER FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THIS CONTRACT—WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR WARRANTY—SHALL NOT EXCEED THE TOTAL AMOUNT OF THE CONTRACT PRICE PAID BY CUSTOMER. IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF USE,

NUISANCE, OR EMOTIONAL DISTRESS) ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THE WORK.

13. INSURANCE

13.1 Proof of Coverage.

Contractor's insurance policies meet or exceed the requirements set forth in the Illinois Roofing Industry Licensing Act. Contractor shall provide to Customer a current Certificate of Insurance that verifies its General Liability and Workers' Compensation coverage.

13.2 Liability Coverage.

13.3 Workers' Compensation

14. INDEMNIFICATION

Contractor hereby agrees to indemnify and hold harmless Customer from and against claims, damages, losses and expenses (including reasonable attorneys' fees), but only to the extent caused by the negligent acts or omissions of Contractor, its employees, agents, or subcontractors in the performance of the Work. Contractor shall not be responsible for claims arising from the negligence, misuse, or wrongful acts of the Customer or third parties not under Contractor's control.

15. DISPUTE RESOLUTION; JURISDICTION AND VENUE

This Contract shall be governed by and construed under the laws of the State of Illinois, without regard to conflicts of laws principles, and the venue for any dispute arising under this agreement, excepting the "Dispute Resolution for Liens" terms as expressed in §9.5 hereunder, shall be the 19th Judicial Circuit Court, located at 18 N. County St., Waukegan, IL, 60085.

16. COST OF COLLECTION

Customer shall be solely responsible for reasonable costs of collection, including court costs and attorney's fees, as permitted under Illinois law, in the event of Customer's default.

17. SEVERABILITY

The invalidity or unenforceability of any provision of this Contract shall not affect, impair, or render unenforceable any other provision hereof. It is intended that each provision herein that is invalid or unenforceable as written by valid and enforceable to the fullest extent possible.

18. COUNTERPARTS; ELECTRONIC TRANSMISSION

This Contract, Contract Documents, and any schedules or other documents relating hereto may

Commented [AH2]: Do we need to add a clause guaranteeing the company is licensed, and that they will provide proof of licensure? CONFIRM THEY'RE IN COMPLIANCE WITH 815 ILCS 513/25

Commented [AH3]: Discuss insurance coverage with client - whether they'd like to leave blanks to be filled in with each contract, or write their current coverage directly into these clauses.

be executed in counterparts, each of which shall be deemed to be an original, but all of which shall together constitute but one and the same documents. Receipt of an executed signature by facsimile or other electronic transmission shall constitute effective delivery thereof.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date of signature:

CUSTOMER:

By: _____

Print Name: _____

Title: _____

Date: _____

S&F ROOFERS, INC. AGENT:

By: _____

Print Name: _____

Title: _____

Date: _____