

T · H · E
**DURABLE
 SLATE**
 COMPANY

8725 Bollman Ave. Suite 8 • Savage, Maryland 20763 •
 p 240-650-9780 • f 877-340-9180 • www.DurableSlate.com
 Columbus • Cincinnati • Cleveland • Indianapolis • New Orleans • Clearwater • Rockville • Baltimore • DC
 Virginia Class A License #2705140896

NAME Farlington Meadows HOA	PHONE (571) 275-2124	DATE June 19, 2020	#
JOB LOCATION 3479 S. Stafford	JOB NAME	BILLING ADDRESS (IF DIFFERENT) 3465 S. Utah St	
CITY, STATE, ZIP CODE Arlington, VA 22206	CONTACT Joseph Spytek	CITY, STATE, ZIP CODE Arlington, VA 22206	

If you are borrowing money to finance the home improvement project: This contract creates a mortgage or a lien against your property to secure payment and may cause a loss of your property if you fail to pay the amount agreed upon. You have the right to consult an attorney. You have the right to rescind this contract within 3 business days after the date you sign it by notifying the contractor in writing that you are rescinding the contract.

Home Owner's Initials: _____

We Propose hereby to furnish material and labor – complete in accordance with specifications below, for the sum of:
One Hundred Twenty Two Thousand Nine Hundred-----Dollars (\$122,900).

Note: This proposal may be withdrawn by The Durable Slate Company if not accepted within 30 days.

Estimator's Signature _____ Date: _____

We hereby submit specifications and estimates for:

Set up around the eaves of the building.

Remove existing tile roof – tile to become property of The Durable Slate company.

Install Ice and Water shield at the eaves and valleys.

Install 2 layers of No. 30 saturated felt underlayment.

Install La Escandella Visum 3 in Russet color. Note: The current tile is B. Mifflin Hood side lock. B. Mifflin Hood has been out of business since the 1950's. La Escandella is the top selling tile in the world, and they make a good similar tile.

Install all new copper flashings with all necessary corners sweat soldered with lead free solder.

Install all La Escandella trim tiles (rake edges, ridges, etc.) as necessary.

Install new 6" white Nordic steel gutters and downspouts.

It is the owner's responsibility to remove any asbestos or lead laden material.

Work to be started on or before: _____, 20_____, and to be substantially completed on or before: _____, 20_____.

*You, the buyer, may cancel this transaction at any time prior to midnight of the 3rd business day after the date of the transaction. See the attached Notice of Cancellation for an explanation of this right. Buyer's acknowledgement of receipt of Notice of Cancellation: _____ Initial

We propose hereby to furnish material and labor – complete in accordance with specifications above.

Total contract amount: \$122,900 1/3 Deposit Amount: \$41,000 Balance: \$81,900

Balance of payment to be made as follows: Fortnightly draws and balance at completion of work.

Note: This proposal may be withdrawn by The Durable Slate Company if not accepted within 30 days.

Accepted by: _____

Customer Signature _____

Date of Acceptance _____

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO THIS CONTRACT ON REVERSE SIDE

Terms and Conditions

Deposits: Customer understands and acknowledges that Contractor may procure materials and take other necessary actions to perform the work agreed to in this contract. Therefore, any deposit returned at the request of the Customer will be the amount of the original deposit less any job related expenses incurred by the Contractor after the deposit has been received and before the Customer's request for the deposit to be returned. These expenses may include, but are not limited to materials purchased specifically for the cancelled job and permit fees. Contractor will provide written proof of all expenses deducted from the returned deposit. Additionally, Customer acknowledges that obtaining approval of an insurance claim from a carrier involves time and expense and provides value to the Customer. Accordingly, Customer understands and agrees that is he/she cancels this contract after the insurance carrier approves the claim but before the work commences,

Defects: Customer understands that certain defects including, but not limited to, deteriorated decking or rafters, may not be discoverable until work has commenced and therefore, unless specifically included in writing, are not included within the initial scope of this contract. Customer and Contractor agree that work to address these and other such discovered defects will be bid as needed at time of discovery and, upon acceptance, this amount will be in addition to the original contract amount. Contractor is not obligated to perform any such work if Customer does not accept and agree to Contractor's bid or unless otherwise agreed by Contractor and Customer in a change order signed by both Customer and Contractor.

Payment Terms: The parties agree that Contractor will issue bi-weekly invoices for payment (also referred to herein as a "draw") to Customer. Full payment by Customer on a draw shall be due within 5 days of the date of the draw. Any draw not paid within 5 days will accrue interest at the rate of 1.5% per month or 18% annually, and will be subject to the Breach Due to Non-Payment provision below. A 1½% per month service charge will be added to the balance of all accounts 30 days or older.

Breach Due to Non-Payment: Customer's failure to comply with any payment obligations under this contract shall constitute a material breach of this contract, and Contractor shall be entitled to all remedies and damages available to Contractor under the law. Further, in the event of such breach by Customer, Contractor shall have the right to permanently stop work and leave the project due to Customer's breach. Contractor shall be entitled to recover from Customer all attorneys' fees, expenses, and costs incurred by Contractor in connection with Contractor's attempts to collect any amounts owed to Contractor by Customer under this contract, including, but not limited to, those fees, expenses, and costs incurred as a result of litigation.

Partially Completed Jobs: Customer understands that Contractor may need to put a commenced job on hold due to circumstances beyond the control of Contractor. Such circumstances include, but are not limited to, weather, hazardous conditions, Customer's express decision and/or waiting for other contractors to complete necessary preliminary work. Customer agrees that the cost of the completed portion of the work will be billed and is payable at the time such circumstance occurs, and that Contractor shall not be responsible or liable to Customer or any third party for any losses, costs, or damages that may result from Contractor acting pursuant to this provision.

Materials: Customer understands and acknowledges that unless specifically agreed to in writing, all materials removed from the job location for the purpose of performing work, and any unused materials remaining after this job is completed are the sole property of Contractor.

Excess Costs: If at any time a home construction service provided under this contract requires extra costs above the cost specified or estimated in the contract that were reasonably unforeseen, but necessary, and the total of all extra costs to date exceeds \$5000 over the course of the entire contract, Customer has a right to an estimate of those excess costs before Contractor begins work related to those costs. Customer shall initial below his/her choice of the type of estimate the Customer requires from the Contractor.

Written estimate: _____ Oral Estimate: _____ Date: _____

Customer's Indemnification of Contractor: Customer has represented to Contractor that Customer has obtained the necessary permissions and/or authorizations for Contractor to perform the work set forth in this contract, and Customer acknowledges that Contractor has relied on such representations. Customer agrees to fully indemnify and hold harmless Contractor and its employees from any demand, claim, or action of any kind by any third party that may arise out of Contractor's performance under this contract, including any damages, attorneys' fees, expenses, or costs arising out of any such demand, claim, or action, except any that may arise out of the sole negligence of Contractor.

Dispute Resolution: For any disputes that arise under this contract, except for those that arise solely due to Customer's breach of the Payment provision above, the parties acknowledge and agree that no lawsuit may be filed unless and until after the dispute has been submitted to mediation through the American Arbitration Association. The mediation shall be pursuant to the American Arbitration Association's Construction Industry Rules and Mediation Procedures and shall occur in Savage, Maryland. This contract shall be governed by Maryland law and the parties acknowledge and agree that exclusive venue and forum for any lawsuit arising under this contract shall be a state or federal court located in Howard County, Maryland. Contractor shall be entitled to recover its attorneys' fees, expenses, and costs in the event Contractor prevails in any such lawsuit between the parties. A formal mediation dispute between homeowners and contractors is available through the Maryland Home Improvement Commission. The Maryland Home Improvement Commission administers the Guaranty Fund, which may compensate homeowners for certain actual losses caused by acts or omissions of licensed contractors. A homeowner may request that a contractor purchase a performance bond for additional protection against losses not covered by the Guaranty Fund. Claims against the Guaranty Fund will be stayed until completion of any mandatory arbitration.

Severability: In case any one or more of the provisions contained in this contract should be invalid, illegal, or unenforceable in any respect, such provision shall be deemed modified to the extent necessary to permit its enforcement under applicable law, and the validity, legality, or enforceability of the remaining provisions hereof shall not be affected nor impaired and shall remain in full force and effect.

General Warranty Conditions: Contractor gives the following limited warranty on all types of repair and installation. All labor and material is warranted as specified on the following page – titled *Categories of Slate Repair & Warranties*, and will be provided in a workmanlike manner according to standard practice of the trade. Contractor cannot warrant that the roof will never leak. Contractor warrants that they will repair any leaks caused by Contractor's work occurring during the term of any specific warranty. No provision of this or any other warranty shall be construed to cover damages to the building or contents thereof or to cover damages or leaks caused by circumstances including, but not limited to, the following:

- Any condition beyond the control of Contractor
- Acts of God
- Strikes or delays
- Abuse, misuse, accident, vandalism
- Installation of skylights, attachments or penetrations, unless performed by Contractor
- Defective workmanship of other trades or contractors
- Negligence in maintaining the roof
- Structural defect

All warranties are eligible to be transferred to a new owner for the remainder of the life of the original warranty. In order to qualify for a transferrable warranty, the current owner must have The Durable Slate Company out to inspect our work **prior** to the sale of the property. If upon inspection the work appears to have been properly maintained and unaltered, then a transfer of warranty that covers **only** our work, specifically indicated in writing by the Contractor will be provided. **If the current owner has hired any other company to do any work on or related to the roof in the area of where our work was done, our warranty will be null and void and no transfer of warranty is permitted.**

Accepted by: _____

Customer Signature _____

Date of Acceptance _____



NOTICE OF CANCELLATION

Date of transaction: ____/____/____

Customer may cancel this transaction, without any penalty or obligation, within five (5) business days from the above date or, if the owner is at least 65 years old, within seven (7) business days from the date of the contract.

If customer cancels, any property traded in, any payments made by the customer under the contract or sale, and any negotiable instrument executed by the customer will be returned within ten (10) business days following receipt by the Contractor of customer's cancellation notice, and any security interest arising out of the transaction will be cancelled.

If customer cancels, customer must make available to the contractor at customer's residence, in substantially as good condition as when received, any goods delivered to customer under this contract or sale; or customer may if customer wishes, comply with the instructions of the contractor regarding the return shipment of the goods at the contractor's expense and risk.

If customer does make the goods available to the contractor and the contractor does not pick them up within twenty days of the date of customer's notice of cancellation, customer may retain or dispose of the goods without any further obligation. If customer fails to make the goods available to the contractor, or if customer agrees to return the goods to the contractor and fails to do so, then customer remains liable for performance of all obligations under the contract.

To cancel this transaction, mail with return receipt requested, deliver in person a signed and dated copy of this cancellation notice or any other written notice of cancellation, or send notice by facsimile transmission or electronic mail, to:

The Durable Slate Company
8725 Bollman Ave. Suite 8
Savage, Maryland 20763
p 240-650-9780 f. 877-340-9180
jwillis@durablestone.com
jhowes@durablestone.com

I hereby cancel this transaction.

Date: ____/____/____

Customer's signature: _____

_____ Check here if Owner is at least 65 years old.



Job # _____

Date: _____

Customer Name: _____

ATTACHMENT A
