

TERMS AND CONDITIONS

1. **Agreement:** This Agreement is between Runyon & Sons Roofing Inc., Inc. (the "Inc.") and the homeowner (the "Owner") and/or their agents. The Inc. agrees to do the work (the "Work") contained herein for the Owner. ***The Work shall not include testimony in court for any reason.***
2. **Payment of Funds and Deposit:** Owner hereby agrees to pay Inc. for the Work in cash equivalents, unless otherwise agreed upon in writing. Owner agrees to pay Inc. a deposit of 33% at the time of the execution of this Agreement, 33% due at half completion with the balance due upon either the Completion Date as defined herein or upon Substantial Completion as defined herein. Substantial Completion shall mean if only certain minor items of Work are incomplete; the cost of those items may be withheld from the final payment at the Owner's option until such items are completed. No jobs will be scheduled or started without a deposit without management approval. All payments made pursuant to this Agreement shall only be made to Inc..
3. **Late Payment / Service Charge:** Any funds owed greater than 30 days beyond the Completion Date are subject to a service charge of one and one-half percent (1½ %) per month on the unpaid balance.
4. **Work Schedule:** All details of job (shingle style & color, aluminum colors, etc.) must be finalized **prior** to being placed on our schedule. Inc. agrees to perform the Work in a good and workmanlike manner with reasonable dispatch in accordance with the specifications contained herein. Inc. shall commence Work approximately within 60 days of delivery of materials, allowing time for reasonable delays of which Inc. is not responsible. The Inc. is responsible for establishing scheduling and sequencing of the Work to be performed. Reasonable delays include, but are not limited to, weather, non-delivery, discontinuance, default in shipment by a supplier in whole or in part, loss in transit, strikes, lockouts or other causes beyond Inc.'s control.
5. **Materials:** Inc. shall provide necessary labor, materials, and sales tax on materials to complete the Work as specified. Inc. shall not be responsible for an exact match of any materials, including but not limited to, roofing, siding, metal work, and shingle shading. All materials shall remain the property and title of the Inc. until fully paid by Owner. All surplus materials shall remain the property of the Inc. unless, at Inc.'s option, turned over to the Owner upon the completion of the Work. Inc. is not responsible for replacement of any lumber, sheathing, trim or rotted wood, or replacement parts in excess of the agreed amount unless specified in this Agreement. The Inc. may, in its own discretion, substitute materials to be used in the Work. If determined by Inc., during the performance of the Work, that additional labor and materials are required beyond what is specified in this Agreement in order to complete the Work, the cost for the additional labor and materials will be borne by Owner.
6. **Changes in Contract:** The Owner hereby expressly authorizes any of his joint signatories, if there be any, or any of his agents, servants, employees, attorneys-in-fact, or personal representatives to execute and deliver to the Inc. any written additional change order (hereinafter the "Change Order") and any other documents necessary to consummate this Agreement, which shall be binding and conclusive on said Owner. Owner hereby acknowledges that any Change Orders, requested by Owner and approved by Inc. pursuant to this section of this Agreement, shall be paid as per the terms of the Inc.'s Change Order policy. Any changes made to this Agreement as required by regulatory agencies will be at additional cost to the Owner, unless such changes or additions are cited in this Agreement. Furthermore, by signing below, Owner acknowledges that no change has been made to this Agreement by any salesperson or other agent of Inc. on behalf of Owner.
7. **Owner Responsibilities:** Owner warrants to Inc. that he is the legal owner of the Property. Owner agrees to provide to Inc. at no charge, electric power and water for construction purposes. Owner acknowledges that the removal of permanently attached building materials often disturbs and vibrates the existing Property. The debris generated from this Work and related procedures may cause inconvenience or discomfort which is normal construction wear and tear conditions, and not Inc. negligence and may include, but is not limited to, interior wall cracks, flaking of wall paint, debris falling into an attic, disturbance to shrubbery and lawns, small divots in the driveway from equipment such as roll-off trash containers and dump truck. As a precaution, Owner shall remove from walls or ceilings, items such as, but not limited to, chandeliers, paintings, and plates. Owner shall lock away or secure other items of value in or on the Property. Owner shall make himself available during construction for clarification of specifications, approval of additional Work and to provide adequate access to the Property as may be required.
8. **Cancellation of Agreement:** Should Owner cancel this Agreement for any reason prior to the Rescission Date of this Agreement, Inc. shall return to Owner all payments made under this Agreement within ten (10) days of receipt of the Notice of Cancellation of this Agreement which is incorporated herein and made a part hereof. If the Agreement is breached thereafter without consent of the Inc., liquidated damages of 20% of the cash price of the Work, plus a proportionate share of all Work already performed will be due the Inc.. To cancel this Agreement, mail or deliver a signed and dated copy of the Cancellation Notice or other written notice to the Inc. at its address noted on this Agreement no later than midnight of the third business day from the date of this Agreement.
9. **Default:** Owner shall be in default of this Agreement at any time if he does not tender payments as listed in section 2 & 6 of this Agreement. Upon Owner's default, the Inc. may immediately discontinue Work and the entire balance shall be immediately due and payable. Waiver or indulgence of any default shall not operate as a waiver of any other default on future occasions.
10. **Attorneys' Fees:** In the event that legal proceedings are instituted for the recovery of the unpaid Agreement price and any additional charges due, the Owner agrees to reimburse all actual costs, expenses and attorneys' fees incurred by the Inc..

11. **Inc. Warranty:** In order for any warranty to be effective against Inc. or any other party, Owner must: (1) have paid all sums owed to Inc. under this Agreement and any applicable Change Orders; (2) provide by immediate (or 10 days) written notice, by certified mail, to Inc. upon discovering any defect or failure of the Work performed and; (3) not allowed any third party to, in any way, alter or repair any of the Work performed by Inc.. Inc. shall provide Owner with a warranty against defects in workmanship for a period contained herein from the Completion Date. Material warranty shall be limited to manufacturers' warranty of materials. Inc. does not warrant the material or labor of items such as, but not limited to; caulking materials, sealant, reflective coatings, painted surfaces, metal materials, or the possible failure of these items. Inc.'s warranty is only effective if gutters are properly cleaned and maintained at least twice a year. Normal maintenance and care of Work installed is the Owner's responsibility. If damage occurs to roof or interior of house, which is a result of clogged gutters, then any warranty stated herein is void. Inc.'s warranties as stated in this section of this Agreement shall be null and void for any water ponding beyond forty-eight (48) hours, except as set forth in this Agreement.
12. **Inc. Not Liable:** Owner acknowledges that at no time shall Inc.'s liability exceed the total amount charged for the Work performed under this Agreement. Inc. shall not be liable for any defects which are characteristic to the particular materials such as cracks, splits, and shrinkage or warping of wood or lumber etc. Due to the nature of the Work, damages to the property sometimes occur. Therefore, the Inc. is not responsible for nail pops, cracks to walls or ceilings of existing structures. Inc. assumes no liability for damages, including but not limited, to existing landscaping, trees or shrubs. Inc. is not liable for common occurrence weather related problems such as ice dam, gutter back up or Acts of God. Inc. is not liable for any ponding of water or improper drainage due to incorrect sloping of existing roof structure or roof structure problems that could cause sagging or unevenness in existing roof deck. Owner acknowledges that the Inc. is only responsible for damages to the property and the contents therein under Inc.'s liability insurance, if Inc., or its employees or servants are held or found to be negligent and, if Owner notified Inc. within forty-eight (48) hours of the occurrence.
13. **Mold and Related Matters:** Contractor is not responsible for the identification, detection, abatement, encapsulation, or removal of mold, asbestos, lead-based products, or other hazardous substances inside or outside of Owner's property. Owner(s) agrees to indemnify and hold Contractor and its employees, agents, and subcontractors harmless from any claims as to the identification, detection, abatement, encapsulation, or removal of mold, asbestos, lead-based products, or other hazardous substances inside or outside of Owner's property. Contractor does not provide mold testing or remediation services. Contractor is not responsible for condensation from pre-existing conditions in Owner's property. Reducing the humidity in a home will often remedy any condensation problems.
14. **Insurance:** Owner agrees to carry homeowner's insurance covering fire, theft, storm, and damage to the property including, but not limited to, landscaping, trees, shrubs, driveways and walkways in sufficient amounts to cover the Work and materials under construction by the Inc. and agrees to compensate the Inc. for losses sustained by these conditions. Inc. shall, in amounts and with carriers subject to Inc.'s sole discretion, provide workers' compensation, public liability and property damage for the Work, unless a general contractor, sub-contractor, or Owner, in whole or in part, supplies such insurance. The Inc.'s maximum liability is limited to the coverage provided.
15. **Outside Financing:** If the Work is financed through an outside lending agency, the Owner agrees to execute and deliver necessary finance papers, mortgage, or other forms required by the lending agency in advance of commencement of the Work. Upon notice of Substantial Completion of the Work, the Owner will execute a certificate of completion, if required.
16. **Binding Contract:** This Agreement, until approved by Inc., is subject to change or revocation by Inc., without notice. Upon approval by Inc., this Agreement shall constitute a binding agreement between the Inc. and the Owner. In the event such approval is not granted within thirty (30) days of the date of this Agreement, the deposit paid by the Owner will be refunded without interest and this Agreement shall be deemed not approved and neither the Inc. nor the Owner shall be liable to each other for costs or damages. Notwithstanding anything contained herein to the contrary, Inc. reserves the right to reject or cancel all or part of this Agreement due to unacceptable payment performance or credit rating of the Owner. Any change approved by Inc. shall be communicated to Owner and be subject to acceptance within ten (10) days. If Owner does not accept such change in writing within such time, the deposit shall be refunded without interest to Owner in full termination of this Agreement.
17. **Service Calls:** Service calls requested by the Owner shall be included in the written workmanship warranty only if the call for service is a warranted service call. On service calls where it is deemed by the Inc. to be a non-warranted item, the Owner will be charged for the service call or work performed at Inc.'s established rates.
18. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties. Inc. is not liable for nor bound in any manner by any statements, representations, warranties, collateral or otherwise, or promises made by any person representing or proposing to represent Inc. unless such statements, representations, or promises are set forth in this Agreement. Any modification of this Agreement must be in writing and signed by the both parties.
19. **Severability:** If any provisions, paragraphs or sub-paragraphs of this Agreement are adjudged by any court to be void or unenforceable in whole or in part, this adjudication shall not affect the validity of the remainder of this Agreement. Each provision of this Agreement is severable from every other provision, and constitutes a separate and distinct covenant.
20. **No Waiver:** The Inc. may accept late payments or partial payment checks, bank drafts, or money orders marked "Paid in Full" without waiving any of its rights related to this Agreement.
21. **Governing Law:** This Agreement is made and entered into in the State of Ohio and the laws of Ohio shall govern its validity and interpretation.
22. **Gender:** Wherever in this Agreement reference is made to the masculine gender, it shall be construed to include the feminine gender and vice versa unless the context clearly indicates otherwise.

23. **Copy of Contract:** By signing below and/or the above acceptance agreement, Owner acknowledges receipt of a copy of this Agreement, which has been signed by the Inc.