

# Allied Xteriors™

Roofing & Waterproofing Specialists

**1522 W. Causeway Approach, Unit X, Mandeville, LA 70471**  
**Will Cummings 985-788-1614 Roger Smith 985-966-5607**  
**Ray Strikland 772-208-7605**

**Name(s): Chuck Dammon**

**Job Site Address: 554 Old Spanish Trail**  
**Slidell, LA 70458**

**Phone No.: 985-649-5832**

**Email Address: chuck@dammonengineering.com**

I/We, the owner(s), hereinafter referred to as 'Client', of the premises described above authorize the above-named contractor, hereinafter referred to as 'Contractor', to furnish all materials and labor necessary to roof and/or improve these premises in a good, workmanlike and substantial manner according to the following terms, specifications, and provisions:

## **PROPOSED SCOPE OF WORK LABOR AND MATERIALS**

**-DRY IN DMAGED ROOF AREA WITH SYNTHETIC UNDERLAYMENT TO PREVENT FURTHER WATER INTRUSION UNTIL ROOF CAN BE REPLACED. Completed on 4/25/20121**

**-Replace 1 sheet of damaged roof decking - \$120.00**

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**AGREEMENT AMOUNT \$ 1,120.00** due the day of completion.

**Job Completed on Date 05/06/2021**

**TERMS OF AGREEMENT:** The above prices, specifications, and conditions are hereby accepted. By signing below the homeowner authorizes Allied Xteriors to proceed with the scope of work described above. All payments are due as specified above with final balance being due upon the completion of work listed above unless otherwise specified in writing. All payments should be made payable to Allied Xteriors, L.L.C. with the signees Driver's License No. on the check. NSF checks will require an additional \$150.00 in cash plus the entire check amount is due in cash immediately. IN WITNESS WHEREOF Client(s) acknowledge receipt of a completed copy of this Agreement and understand the written terms therein on the day and written below

Client's Signature: \_\_\_\_\_ Allied Xteriors, LLC Rep. \_\_\_\_\_

WE (ALLIED XTERIORS, LLC- HEREINAFTER "ALLIED XTERIORS") HEREBY PROPOSE TO FURNISH ALL LABOR AND MATERIALS IN ACCORDANCE WITH THE AGREEMENT ON THE REVERSE SIDE HEREOF:

1. Allied Xteriors will furnish all permits, labor, materials, equipment, tools, transportation and services necessary for, and incidental to, the repairs and/or work set forth in the above scope of work. 2. Any repairs and/or work not specifically set forth on the above scope of work are expressly excluded from this Agreement. Therefore, the repair and/or replacement of any such work including, but not limited to, decking, fascia boards, roof jacks, ventilators, flashing, or any other materials will not be performed pursuant to this Agreement and instead must be included in a separate written contract. If no such separate written contract is entered into, Allied Xteriors shall be entitled to charge and Homeowner expressly agrees to pay these excluded items as an extra to this Agreement on a time and material basis. 3. Allied Xteriors uses large magnets to sweep the perimeter of your house for nails and performs a visual walk around for small debris. Although this is thorough it is no guarantee that no materials or debris will be found. Therefore, the Homeowner specifically agrees to perform an inspection of the Property after the work is complete in order to locate any materials or debris and expressly releases Allied Xteriors from liability for any personal injuries or property damage as a result of Allied Xteriors's work. 4. Allied Xteriors is not responsible or liable for any damage or personal injuries related in any way to improperly installed air conditioner lines, electric wiring, plumbing, etc. in the attic. Instead, it is the Homeowner's duty to notify Allied Xteriors prior to the commencement of our work of anything in the attic near the roof decking that may impact or be impacted in any way by our work. 5. On jobs requiring the same, use tax and sales tax are not included and will be added to the agreed upon price. Should any payment fail to be made within thirty (30) days of its due date, Allied Xteriors shall be entitled to recover interest at a rate of 1.5% per month (18% annum) on all amounts outstanding until paid. In addition to the interest owed on all amounts outstanding as set forth herein, Homeowner expressly agrees that it shall be obligated to pay the costs, expenses, and attorney's fees that may be incurred or paid by Allied Xteriors in enforcing any terms, conditions, or obligations of this Agreement set forth herein, regardless of whether or not litigation is commenced. 6. If this Agreement is cancelled for any reason after 3 days of execution and/or after adjuster meeting, Homeowner shall pay Allied Xteriors 10% of the total amount set forth in this Agreement as liquidated damages, not as a penalty. 7. Should Allied Xteriors breach and/or be in default of any of this Agreement, its maximum liability resulting therefrom is expressly limited to the original cost of labor and materials for the work to be undertaken by Allied Xteriors hereto, which Homeowner expressly agrees are liquidated damages. Homeowner expressly agrees that consequential damages against Allied Xteriors are not allowed or permitted. 8. This Agreement is expressly conditioned upon proper working conditions; therefore, Allied Xteriors is not in default or breach thereof due to any other circumstances and/or delays beyond the control of Allied Xteriors including, but not limited to strikes, labor controversies, accidents, acts of government, fires, weather, acts of God, availability of specific materials, and/or function of equipment. 9. This Agreement may not be assigned without the prior written consent of all parties hereto and contains all terms, conditions, and agreements between the parties relating to the Property and it renders null and void, supersedes, and replaces all prior or subsequent statements, discussions, bids, letters of intent, negotiations, agreements, promises, understandings, representations, or contracts unless they have been reduced to writing and signed by all parties hereto. Any representation, statements or other communications not written in this contract are agreed to be immaterial, not relied on by either party as an inducement to enter into this Agreement, and do not survive the execution of this Agreement. 10. This Agreement can be amended only by a written agreement that is signed by both parties. Homeowner irrevocably stipulates that the conduct of the parties, oral statements, and any other non-written and signed actions are not sufficient, and will never be sufficient, individually or collectively to amend, modify, and/or alter this Agreement. If as a result of this Agreement, some other contract or understanding is signed by the parties hereto, then the terms and conditions of this Agreement are and shall become part of the overall agreement understanding, and contract between the parties. However, no oral contracts, understandings or agreements will be valid between the parties regardless of whether the alleged oral contract was entered into prior to or after the execution of this Agreement. 11. If any provisions of this Agreement should be held to be invalid or unenforceable, in whole or in part, as written, then only that provision will be narrowed to conform to law, and the balance of the Agreement will remain valid and in full force and effect. 12. No warranties or guarantees, whether expressed or implied, are made by Allied Xteriors with regard to the products, materials, and/or work to be performed herein except for those specifically set forth in this Agreement. 13. No work will be performed and Allied Xteriors will not be obligated to Homeowner without a fully executed copy of this Agreement signed by all parties hereto. 14. Homeowner agrees and stipulates conclusively that prior to its execution Homeowner has read and understands all of the obligations, terms, and conditions of this Agreement and has, on the advice of legal counsel, entered into the joint negotiations that culminated in the execution of this Agreement. Homeowner further agrees and stipulates conclusively that, even though all or substantially all of the terms, conditions, and obligations appear on a printed form, both parties participated equally in the drafting of all of the obligations, terms, and conditions of this Agreement. 15. The terms of this Agreement are governed by the laws of the state of Louisiana.

\_\_\_\_\_ Customer Initials (Customer read and agrees to all terms on this page)