



SAUNDERS & SONS ROOFING INC.

Company Owner On Every Job!



Accepting all Major Credit Cards
Owner: Bill Saunders
Free Estimates

1-866-961-ROOF
1-508-765-0100
Cell: 1-774-272-1798

Licensed & Insured

4. WARRANTIES DISCLAIMERS AND LIMITATIONS OF LIABILITY

4.1 **COMPANY'S LIMITED WARRANTY** is as specified and will transfer to the Customer all manufacture's written warranties. Company makes no independent warranty as to materials. Company warrants workmanship for two (2) years after the date of substantial completion and will remedy substantial defects in workmanship without charge to the Customer on written notice from the Customer within such two (2) year period. This warranty shall extend to the Customer alone and automatically terminates upon Customer selling or vacating the property. Company specifically excludes from warranty coverage and accepts no responsibility for: (1) defects in appliances and equipment covered by manufactures warranties; (2) Items not installed by Company or its sub contractors or provided by their material suppliers; (3) special incidental or consequential damages of any sort, such as lighting. Gate force (47-54 mph or more) winds, tornado, ice dams (having and re-freezing of ice, water or snow) or any other damage on or below the roof line due to leaks by excessive snow or wind driven rain, ice or hail or other acts of God. Company shall provide to Customer documentation of all manufacturers warranties for materials or equipment provided hereunder, to the extent that such manufacture's warranties are available. Company makes no other warranty of any kind either expressed or implied, in contract or tort, including specifically no implied warranty of merchantability or fitness for a particular purpose Company shall have no obligation to issue warranty card or perform warranty work unless and until final payment in full is received by Company pursuant to the terms of this agreement.

4.2 **LIMITATION OF REMEDY.** The Customer's sole remedy against Company for the work performed under this agreement, and any damages arising out of it, shall be limited to the warranty set forth above.

4.3 The Company shall not be liable for failure of performance due to labor controversies, strikes, fires, weather, inability to obtain materials from usual sources, or any other circumstances beyond the control of the Company, whether of a similar or dissimilar nature, or due to the Customer's performance.

4.4 The Company shall have no responsibility for damage from rain, fire, tornado, windstorm or other perils, as is namely contemplated to be covered by homeowner's insurance or business risk insurance, unless otherwise agreed to in a specified written agreement made prior to commencement of the work.

4.5 During the duration of the work, the Customer's homeowners insurance, and not the Company, will be responsible for any and all interior damage as long as the Company has taken appropriate action to protect the roof and or siding during the repairs.

4.6 Company has not investigated for the presence of asbestos, lead-based paint or mold at the subject property. Company discloses that remodeling activities can disrupt or dislodge asbestos or lead-based paint and that construction projects where moisture or dampness are present can result in the development of mold or other hazardous conditions. Company (and its employees and sub-contracts) are not certified or trained for removal of

any toxic or hazardous substances. Company has not tested or inspected for the presence of any such materials and disclaims and obligation or responsibility to test for such materials at any time.

5. **ENVIRONMENTAL CLAUSE:** Environmental hazards: Customer represents and warrants that it has no knowledge of environmental contamination at the property, including asbestos, lead based paint and/or mold. Company is not responsible for any environmental hazards existing on the project site prior to the beginning of work hereunder or created by any party other than Company. Customer shall be solely responsible for all risk of environmental contamination (unless caused solely by Company) and shall indemnify and hold Company harmless and free of liability (including court costs, expert witness and attorney fees) and shall bear the costs of any removal or correction of environmental hazards. In the event that hazardous substances (including, without limitation, asbestos, lead-based paint or mold) are discovered in the course of the project, Company may at its option, immediately stop work unit such time as Customer has arranged for and completed professional remediation of such contamination. If Customer fails to remediate such conditions within sixty (60) days of being notified of same, Company may treat this agreement as terminated.

6 **LIEN NOTICE:** The labor and materials to be furnished under this agreement give rise to a lien against the property in favor of Company under the provisions of M.G.L. c. 254. If any amounts due to Company under this contract are not paid in full, Company reserves the right to claim and enforce a lien against the property that is the subject of this Agreement to secure the payment of all amounts due for labor, materials or rental equipment, appliances or tools that may be furnished under this Agreement.

7. **NOTICE:**

7.1 All home improvement contractors and subcontractors shall be registered and any inquiries about a contractor or subcontractor relating to a registration should be directed to Registration Division, Program Coordinator, One Ashburton Place, Room 1301, Boston, Ma 02108, Tel: (617) 727-3200 ext. 25239.

7.2 Any required building permits for repair of roofing, siding, and gutters will be required to be obtained in connection with services to be rendered by Company under this Agreement.

7.3 Shall be the obligation of Company to obtain such permits as the Customer's agent.

7.4 Homeowners who secure their own construction related permits or deal with unregistered contractors will be excluded from the guaranty fund provisions of M.G.L. c. 142A.

7.5 As a homeowner, you may have additional rights as set forth in the provisions of 780 CMR 110R6 and M.G.L.c. 142A.

DO NOT SIGN THIS CONTRACT IF THERE ARE ANY BLANK SPACES