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**DMA Contracting, Inc.**

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| --- | --- |
| **Customer Name:** |  |
| **Address:** |  |
|  |  |
| **Phone:** |  |
| **Email Address:** |  |
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**ROOF MAINTENANCE PROGRAM**

**Please initial where indicated next to your program of choice**

**YEARLY “TROPICAL DEPRESSION/NATIVE” PLAN-$295/YEAR\* Initial(s) \_\_\_\_\_\_\_**

**All services included 1x/year (as needed)**

**Remove debris from roof**

**Clean out gutters**

**Check for any visible leaks on exterior roof surface and exterior soffit area**

**Reseal flashings, roof penetrations & vents (as needed)**

**Repair/replace up to 5 roof tiles or shingles**

**Clean & inspect cricket and saddle areas**

**Clean & inspect wall flashing return**

**Check chimney caps & roof base**

**Clean out dryer vents at roof surface**

**YEARLY “TROPICAL STORM” PLAN-$495/YEAR\* Initial(s) \_\_\_\_\_\_\_**

**All services included 1x/year (as needed)**

**Remove debris from roof**

**Clean out gutters**

**Check for any visible leaks on exterior roof surface and exterior soffit area**

**Reseal flashings, roof penetrations & vents (as needed)**

**Repair/replace up to 10 roof tiles or shingles**

**Clean & inspect cricket and saddle areas**

**Clean & inspect wall flashing return**

**Check chimney caps & roof base**

**Clean out dryer vents at roof surface**

**Install rodent screen on all led stacks & all-purpose vents**

**YEARLY “HURRICANE/SNOW BIRD” PLAN-$795/YEAR\* Initial(s) \_\_\_\_\_\_\_**

**All services included 1x/year (as needed)**

**Remove debris from roof**

**Clean out gutters**

**Check for any visible leaks on exterior roof surface and exterior soffit area**

**Reseal flashings, roof penetrations & vents (as needed)**

**Repair/replace up to 10 roof tiles or shingles**

**Clean & inspect cricket and saddle areas**

**Clean & inspect wall flashing return**

**Check chimney caps & roof base**

**Clean out dryer vents at roof surface**

**Install rodent screen on all led stacks & all-purpose vents**

**Cap up to 2 whirly birds to prepare for hurricane (no later than 2 days prior to hurricane) and reinstall whirly birds after storm**

**Added to top of Hurricane Priority List for roof repairs/tarps after storm comes through**

**15% discount on any pressure cleaning/repairs/reroofs\*Prices based on residential homes and may vary (roof height/over 1 story, etc.) Upon annual roof inspection, a written estimate will be provided for any additional visible roof issues.**

**CONDITIONS**

The following conditions are hereby made a part of the proposal on the reverse side of this sheet. These conditions are to be considered a part of the contract entered into between us by the signing of the acceptance and approval on the reverse side and the performance of each of which shall be a condition precedent to any right of claim or recovery hereunder. This contract constitutes the entire agreement between the parties and no oral modification thereof shall be made.

UNFORESEEN CONDITIONS: This contract is based on visual conditions. Should unforeseen conditions arise that could not be determined by visual inspection such additional work shall be performed on a time and material or firm bid basis, after buyer or his agent has been notified of such. Roofing that has been solidly mopped to a deck or cold tar pitch, will be additional $100.00 per square to contract price. Where more than one roof is applied over other roofs a charge of $100.00 per square for each additional roof shall be charged. PAYMENT: Payment of all or part of this contract, according to the terms of the contract shall be due on the completion of job DMA Contracting, Inc. shall in no way be contingent upon the acceptance of work done by others and over which DMA Contracting, Inc. has no control, and no responsibility is hereby assumed for work done by anyone other than a DMA Contracting, Inc. employee. If it becomes necessary to incur any expense in the collection of any money due hereunder, including reasonable attorney’s fees, it is understood that the same shall be paid by Buyer. The maximum legal rate of interest shall be charged on accounts not paid within 30 days from billing, such interest to commence to run on the 31st day. All cost involved in collection shall be born by Homeowner or his acting agent.

No replacement or repair shall be made by DMA Contracting, Inc. caused by homeowner or other worker – other than a DMA Contracting, Inc. employee, without homeowner being subject to a service charge, minimum charge, firm bid price or time and material.

DMA approaches every job in a professional manner and will make every effort to protect all finished services as reasonably required and consistent with industry standards. Notwithstanding, any surface or item that DMA cannot protect, such as pool decks, driveways, walkways, lawns, outside furniture, vehicles, landscaping, sprinklers, etc., as well as interior walls, ceilings, floors, furnishings, and/or items affixed thereto, shall be the responsibility of the customer/contractor or owner to protect as they deem fit. DMA assumes no responsibility for cracked or damaged driveways, sidewalks, carbon, interior surfaces, plumbing, electrical conduits, solar panels, a/c units or other site work and shall not be liable for any interior damage sustained by owner after acceptance of DMA’s work, or incidental or consequential damages to the building structure or its contents. Owner/Customer shall hold DMA harmless for interior damages sustained after acceptance of the DMA’s work, and shall look solely to its own insurance provider for coverage. Owner/Customer and anyone else on customer’s behalf, waves all rights of subrogation with respect to claims made under any policy of insurance for damages described in this paragraph. Further, DMA disclaims any implied warranty, including the warranty of merchant ability and the warranty of fitness for a particular purpose, and limits any warranty to the duration and extent of the express warranties provided for in this contract.

CLAIMS: All claims for non-fulfillment of this contract shall be made not later than thirty (30) days after completion of the work. DMA Contracting, Inc. liability is limited only to labor and material and does not assume or accept any responsibility for interior or exterior damage or contents.

SIGNS, LIGHTING, SCREENS, PATIOS, DRIVEWAYS & POOLS: Due care shall be exercised in working around signs, lighting, screens, patios, driveways and pools of buildings and homes. However, due to their delicate construction, DMA Contracting, Inc. will not be responsible for damage to same. All signs and/ lights to be removed and installed are to be done at the owner’s expense of homeowner or agent.

FLASHING: Prices for flashing, eaves drip, and gravel stop are all based on galvanized metal, unless otherwise specified in contract. Copper will be replaced only at an additional cost to buyer.

TIME LIMIT: This proposal is made for immediate acceptance (void if not accepted within 30 days after contract is dated) and is subject to withdrawal without notice, this contract made with the understanding when accepted by the Buyer and approved by an officer of DMA Contracting, Inc., all conditions on the reverse side become an integral part of this contract.

ORAL PROMISE: DMA Contracting, Inc. assumes no responsibility for any oral promises. All terms and conditions must appear in writing on contract. There are no promises, representations or understandings outside of this instrument, and except as signed by the parties hereto, and no officer, agent or employee of the Seller shall have the power to waive or be deemed or held to have waiver any provision hereof, unless such waiver shall be in writing and signed by DMA Contracting, Inc., or its duly authorized representative.

WOOD REPLACEMENT: DMA Contracting, Inc. is in no way responsible for the replacement or repair of structural beams, rafters, or roof supports whatsoever. Replacement or repair of these items must be performed by a general contractor and all costs involved are the sole responsibility of the homeowner or agent. Florida Building Code requires that all rotted wood decking be replaced. Customer will be charged for all wood in excess of contract allowance or otherwise specified.

CEILINGS: DMA Contracting, Inc. will not assume or accept any responsibility or liability for damaged stained ceilings, cracked or falling plaster, insulation or acoustical tile caused before, during or after work is completed, nor for repainting or refinishing of damaged areas.

GUARANTEE: All leak repairs are guaranteed six months or one year as specified. All reroofing carries specified guarantee warranty. All requests for service must be in writing, and company notified within 30 days, when reason for service is apparent. We assume no responsibility for damage caused by Act of God, such as hurricanes, tornadoes, lightning, etc., or any act beyond our control. We further assume no responsibility for damage by plant life, termites, or negligence on part of owner or owner’s agent.

DMA Contracting, Inc. reserves the right to correct any and all problems, conditions, improper workmanship, where it is found responsible DMA Contracting, Inc. can further authorize that homeowner or agents may call in others, but will not accept any responsibility or liability for services performed by others, nor shall payment for labor or materials exceed written agreement between DMA Contracting, Inc. and owner or owner’s agents, will be performed at an additional charge to owner.

DELAYS: For any reason, should DMA Contracting, Inc. be unable to fulfill contract due to strikes, labor disputes, Court Injunctions, or legal action of any type, homeowner disputes, DMA Contracting, Inc. in entitled to all labor and materials, loss of revenue, rental and setup fees for starting and stopping, plus all legal fees DMA Contracting, Inc. is not responsible in any way after job has been halted, delayed or cancelled, for damages, claims or injuries.

**PAYMENT TERMS**: Payment required in full at signing and will be billed on the 1st of the initial month signed. Initial(s) \_\_\_\_\_\_\_\_

I acknowledge that I have read the conditions and agree to yearly billing until cancellation is requested in writing, 30 days prior to billing date.

Property Owner Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_\_\_

DMA Representative Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_\_\_

Please sign and return with payment to DMA, upon approval we will sign and an executed copy will be returned to property owner.