

Terms and Conditions

These Terms and Conditions are part of your contract with SRA Roofing & Gutters.

MECHANIC'S LIENS — NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMo. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

You may request lien waivers from us at any time.

1. Job-Site Safety and Your Property

Active Construction Site. While we work, your property is a construction site. You agree to use caution entering and leaving your property and to keep your family, guests, children, and pets safe. You understand and accept the risks of falling debris and stray nails. You agree to release and hold harmless SRA Roofing & Gutters from responsibility for any injury, property damage, or death caused in whole or in part by your own negligence. It is your responsibility to secure fragile items and anything in your home that could fall; damage to such items is your responsibility.

Driveway Use. Our vehicles are rated for driveway use. We are not responsible for cracks or damage caused by routine driveway use or parking in the driveway to complete the job.

Utility Lines and Code Compliance. We follow all applicable codes and installation standards. We are not responsible for damage to electrical, plumbing, HVAC, or other lines that are not up to code or not properly marked. It is your responsibility to make sure these systems are code-compliant before installation.

Furnace Vents and Carbon Monoxide. Roofing work can knock furnace vent connections loose. Carbon monoxide is a deadly gas, and a disconnected vent can cause serious injury or death. It is your responsibility to make sure these connections are secure — or to ask for a free inspection by a Company representative, available on request. You agree to hold harmless SRA Roofing & Gutters from all liability related to carbon monoxide and furnace vent connections.

2. The Work We Will Do

Unless we agree otherwise in writing, we will perform only the work listed in the insurance-approved scope of loss, minus anything listed under "Work Not Included." Chimney flashing, flue caps, chase covers, and similar parts are inspected during construction and replaced only if they need replacement.

Anything listed as "Work Not Included" is your responsibility. Your insurance carrier or mortgage company may require someone else to complete those items. Leaving work out of this contract does not lower the Contract Price unless we say so in writing.

Materials and Pricing. If needed to complete the project, we may use materials of the same kind and quality ("like-kind") for repairs or replacements. The Contract Price is good for thirty (30) days from the date of the estimate; after that, it may change if material costs change.

Changes to the Work. Any added work — whether you request it or it becomes necessary during construction — must be approved in a written Change Order signed by both of us before the work is done. Spoken promises do not count. Our representatives are not authorized to make verbal agreements, and no verbal statement

changes this contract.

Rotten Decking and Existing Problems. If we find rotten decking, we will repair or replace it at your expense. Skipping this repair voids both the manufacturer's warranty and our 5-Year Workmanship Warranty. Our crew decides whether to remove existing felt; in some areas new felt may be installed over old felt, and we still inspect the decking in those areas. A new roof will not fix existing problems with framing, decking, fascia, or soffit. If you want those repaired, we can do so at your expense before the roof is installed if we agree in writing. These repairs are not part of your insurance claim unless noted, and they cannot be done after the roof is installed.

3. Paying for the Work

First Payment. Due when materials are delivered and the crew has started work. If it is not made, we may stop work, and we are not liable for damage that occurs during a stoppage caused by nonpayment — including flooding, water damage, or theft of materials.

Final Payment. Due when the roof is complete. Payment for each additional trade is due when that trade is complete. A balance unpaid thirty (30) days after completion is a failure to pay and is subject to the penalties below.

How to Pay. Personal check, cashier's check, money order, ACH, or credit card (a 3.0% processing fee applies to credit cards). Make checks payable to SRA Roofing & Gutters. Returned checks carry a \$50 fee, and bad-check charges may be filed with the appropriate authorities.

If the Account Is Not Paid. A 10% penalty is added to the unpaid balance, any discounts may be revoked at our sole discretion, and the account may be sent to a third-party collection agency. Failure to pay may also result in theft-of-services charges under Missouri law, in addition to any civil remedies.

Collection Charges. As part of the consideration for this contract, you agree to pay all costs of collection — including but not limited to all court costs and reasonable attorney's fees — if this account is placed for collection.

Attorney Fees. You agree to pay all reasonable attorney fees, costs, and other expenses we incur in enforcing this contract or collecting the outstanding balance, including the cost of replevin and repossession of property.

4. Your Insurance Claim

MISSOURI LAW REQUIRES A PERSON INSURED UNDER A PROPERTY INSURANCE POLICY TO PAY ANY DEDUCTIBLE APPLICABLE TO A CLAIM MADE UNDER THE POLICY. IT IS A VIOLATION OF MISSOURI LAW FOR A SELLER OF GOODS OR SERVICES WHO REASONABLY EXPECTS TO BE PAID WHOLLY OR PARTLY FROM THE PROCEEDS OF A PROPERTY INSURANCE CLAIM TO KNOWINGLY ALLOW THE INSURED PERSON TO FAIL TO PAY, OR ASSIST THE INSURED PERSON'S FAILURE TO PAY, THE APPLICABLE INSURANCE DEDUCTIBLE.

Your Part in the Claim. You agree to cooperate with us in getting your claim paid. That means signing reasonably requested documents, communicating with your insurance carrier when needed, sharing claim information we request, and promptly forwarding to us any insurance correspondence or payments related to this project.

Where the Insurance Money Goes. All insurance proceeds for the work we perform — including approved supplements and recoverable depreciation — are to be paid to SRA Roofing & Gutters as payment toward the Contract Price. Not cooperating with the claim process does not reduce what you owe under this contract. If we request supplemental work and your carrier denies it, you do not owe for that work unless you separately approve it in writing.

Collecting Withheld Depreciation and Supplements. Your claim may include recoverable depreciation or supplemental payments that your insurer will not release until the work is finished and the paperwork is submitted. We will provide the final invoice and supporting documents. Because your insurer pays these funds directly to you, we need your help to finish the process. You agree to:

1. Keep your insurance claim number handy.

2. Call your insurance company and confirm they received our final invoice. If they have not, send them a copy right away, and get the name, phone number, and email address of the adjuster or claim representative handling your claim.

3. Confirm they have all required documents and ask them to release any recoverable depreciation and approved supplements (direct deposit if available; otherwise by check).

4. Follow up within three (3) business days, and as often as needed after that, until payment is processed. Insurers often have delays — your follow-up speeds things up.

5. As soon as you receive the insurance funds, contact your SRA representative to pay any remaining balance and schedule any remaining work.

Discounts. Any discount or concession we offer is voluntary and does not change what you owe under your insurance policy. You are responsible for meeting your own obligations to your insurance carrier. If you do not pay as this contract requires, we may revoke any discounts previously extended, and the full Contract Price becomes immediately due.

5. Warranty

Every SRA Roofing & Gutters roofing system includes a 5-Year Workmanship Warranty covering poor workmanship. It does not cover normal wear and tear. See the complete warranty document for details. The warranty starts when the total contract amount and approved supplements are paid in full; an unpaid contract voids the warranty.

6. Disputes

Any lawsuit arising out of or related to this contract must be filed in the courts of Christian County, Missouri.

7. Your Right to Cancel

Your cancellation rights are stated on the signature page and explained in the attached Notice of Cancellation forms. To cancel, mail or deliver written notice to SRA Roofing & Gutters, 3634 State Highway EE, Highlandville, MO 65669, or email Keith@SRARoofs.com. Mailed notice counts from the postmark date. If your insurance company denies your filed claim, a pre-contract will be cancelled with proof of denial.

Cancelling Outside These Windows. If you cancel after the legal cancellation periods stated on the signature page, a restocking fee of up to 25% of the total contract amount may apply. No restocking fee applies to a cancellation made within the 3-day period or the insurance-denial period; in those cases you owe only the reasonable value of any emergency work you approved in writing.

8. Entire Agreement

This contract — the signature page, these Terms and Conditions, and any signed Change Orders — is the entire agreement between you and SRA Roofing & Gutters. If any part of it is found unenforceable, the rest remains in effect.

Notice of Cancellation Forms

Keep these forms. You will receive two completed copies of each — keep one for your records and use the other if you decide to cancel. Detach and mail or deliver to: SRA Roofing & Gutters, 3634 State Highway EE, Highlandville, MO 65669, or email Keith@SRARoofs.com.

NOTICE OF CANCELLATION

(3-Day Right to Cancel)

Date of transaction: _____

You may cancel this transaction, without any penalty or obligation, within three business days from the above date. If you cancel, any payments made by you under the contract will be returned within ten business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to SRA Roofing & Gutters, 3634 State Highway EE, Highlandville, MO 65669, not later than midnight of _____ (date).

I HEREBY CANCEL THIS TRANSACTION.

Date: _____ Buyer's signature: _____

NOTICE OF CANCELLATION

(Insurance Claim Denial — Section 407.725, RSMo)

If you are notified by your insurer that all or any part of the claim or contract is not a covered loss under the insurance policy, you may cancel the contract by mailing or delivering a signed and dated copy of this cancellation notice or any other written notice to SRA Roofing & Gutters at 3634 State Highway EE, Highlandville, MO 65669 at any time prior to midnight on the fifth business day after you have received such notice from your insurer. If you cancel, any payments made by you under the contract, except for certain emergency work already performed by the contractor, will be returned to you within ten business days following receipt by the contractor of your cancellation notice.

I HEREBY CANCEL THIS TRANSACTION.

Date: _____ Insured's signature: _____

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