

ROOFING AGREEMENT

Date: _____ Claims Managers Name: _____

Homeowner(s) _____		
Property Address: _____ _____		
__ 1 Story	__ 2 Story	Email Address: _____
Telephone (h) _____	(w) _____	(c) _____
Insurance Company _____	Policy No. _____	
Deductible: _____	Claim _____	
Other: _____ _____		

Company will install new, full/partial roof and/or other home repair upon approval of insurance claim by Homeowner's Insurance Company. If Insurance Company does not approve a complete replacement value roof claim, this Contract will be null and void and Homeowner shall owe Company nothing. **The only cost to Homeowner will be their deductible.** Homeowner shall give, endorse over all insurance proceed checks to Company, including any supplement or supplemental payments made by insurance Company. Company will consider perform partial roof replacement. Company is authorized to do the work outlined in the Scope of Work and approved by Insurance Company which is attached hereto as Exhibit "A" and incorporated herein by reference. By my signature below, I agree to the terms and conditions contained in this Roofing Agreement. I acknowledge receipt of a copy of this Roofing Agreement

This ____ day of _____, 2010.

Homeowner _____ (signature)
_____ (printed name)

Homeowner _____ (signature)
_____ (printed name)

Company: _____ (signature)
_____ (printed name)

For: LLROOFING .

1. Company shall assist Homeowner in submitting, processing, negotiating and settling claims with its Homeowner's insurance coverage for damage to Homeowner's roof. If Homeowner chooses not to have company perform roof installation, Homeowner shall pay Company 30% of the total amount approved by the insurance company for payment of the repairs and the deductible, including any supplemental claims, as consideration for Company's assistance with the claim.
2. Homeowner hereby agrees: (i) to fully cooperate with Company in Company's efforts to negotiate with Homeowner's insurance company; (ii) to provide complete and accurate information in order to assist Company in its efforts; (iii) to continually provide information should additional information become known to Homeowner; and (iv) to allow Company to file supplemental insurance claims due to incorrect measurements, and due to material and labor price increases.
3. Homeowner and Company agree that Homeowner is not assigning to Company any interest in a legal claim, but instead agrees to pay Company the full amount allowed by the Homeowner's insurance company scope of loss/estimate, any agreed to upgrades and the Homeowner's deductible.
4. This Agreement shall survive the death, incapacity, and/or bankruptcy of Homeowner and shall be binding on Homeowner's heirs, administrators, estate, successors or assigns. Homeowner agrees not to contract with any other company, to process and/or submit any claims unilaterally, to cause others to submit claims on Homeowner's behalf or in any manner attempt to bypass or circumvent this agreement during the time period as identified above. This Agreement may only be modified by written agreement signed by both parties.
5. Homeowner agrees Company may enter into such contracts with other companies or individuals as it deems necessary to complete the Scope of Work attached hereto as Exhibit "A". Any materials not used in the completion of the Scope of Work shall be the property of Company.
6. This Agreement shall be governed by the laws of the State of Georgia. This Agreement comprises the entire agreement between Company and Homeowner. No oral or prior written agreements shall have any binding effect and this agreement shall supersede all prior writings, statements or representations, whether written or oral.
7. If Homeowner breaches this agreement or if Company engages an attorney to enforce the agreement or collect the amounts due under this agreement, Homeowner shall pay to Company Company's reasonable attorney's fees and all costs of collection or enforcement.
8. I, make, constitute and appoint LLROOFING, as my true and lawful attorney in fact and do authorize said attorney in fact, for me, and in my name, place and stead to act for me in any lawful way to effect and procure the submitting and/or processing of claims resulting from, associated with and/or in any manner related to roof damage or other damage/repairs on my home/property. In particular, I appoint **LLROOFING**. to gather and collect all relevant and pertinent information to be used in connection with the submission and processing of any and all claims or potential claim(s). These powers include but are not limited to (i) corresponding with or in any manner communicating with the Insurance Company assigned representatives, agents or others, including but not limited to manufacturer or government agencies, to gather and/or provide Insurance company with information and/or documents necessary to complete the claims process in furtherance of my claim(s); (ii) conducting or providing for an inspection of my premises; (iii) settling, negotiating or in any manner effectuating the payment of any and all claims provided. Other than signing my name to the original claim form, I grant LLROOFING full power and authority to do, take, and perform each and every other act and/or thing that is requires, proper, or necessary in the exercise of rights and powers herein granted as fully as I might or could do if personally present, ratifying and/or confirming each and every other act and/or thing that LLROOFING shall lawfully do and/or cause to be done on my behalf by virtue of this Limited Power of Attorney and the rights and powers granted by it. Third parties are hereby relieved of the responsibility to determine, or require compliance by the attorney in fact with my instructions, and all parties dealing with the attorney in fact may fully rely upon the power and authority of the attorney in fact to act for me on my behalf and in my name, and may accept and rely on agreements and other instruments entered into or executed by the attorney in fact pursuant to this power of attorney. It is my intent that this power of attorney be a durable limited power of attorney commencing at such time as this document has been properly signed and it shall survive and not be affected by my subsequent disability or incapacity. Any and all acts done by the attorney in fact pursuant to the power confirmed herein during any period of my disability or incompetence shall have the same force and effect as if I were competent and not disabled.
9. Company is not responsible for any damage below the roof, due to leaks by excessive winds of 60 mph, ice dams, hail, pre-existing or future constructive defects caused by storms or lack of maintenance or depressions or cracks in driveway caused by trailers or dumpsters.
10. It is understood and agreed that this Agreement shall not become binding upon Company until it is approved, accepted and signed by an authorized officer of Company. The parties understand that no sales representative has authority, express or implied to bind Company to this Agreement.

11. Company reserves the right to file for supplemental insurance claims if adjuster measurements are used and prove to be incorrect. Company reserves the right to file supplemental insurance claims due to material and labor price increases due to storm environment or for other reasons including but not limited to the discovery of additional damage upon commencement of Scope of Work.
12. Any alterations or deviations from the Scope of Work approved by the insurance company and agreed to by the parties as set forth in the Scope of Work will become an extra charge over and above the insurance proceeds or the deductible. Homeowner may choose additional work which is separately identified on the Scope of Work attached hereto as Exhibit "A". Homeowner will be responsible for payment of said additional work. Any additional work set forth on the Scope of Work is not included in the insurance estimate or the deductible and shall be paid for separately by the Homeowner over and above the amount of the insurance proceeds and the deductible.
13. Company shall not assume or be held liable for any damages to personal property or physical injury as a result of vibrations caused during the execution of the work described in this Agreement.
14. Company will make all reasonable efforts to protect the property from any further damages. However Company shall not be held liable for wear and tear to driveways, parking lots, walkways, lawns, shrubs, or other floral or vegetation caused by truck, equipment, materials, work force or debris.
- 15. ANY WARRANTIES ON THE PRODUCTS USED ARE THOSE MADE BY THE MANUFACTURER. COMPANY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT ASSUME NOR AUTHORIZE ANY OTHER TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OR USE OF ANY PRODUCTS. HOMEOWNER SHALL NOT BE ENTITLED TO RECOVER FROM COMPANY ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PERSON OR PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROJECTS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.**
16. Company and its insurers shall be held harmless for alleged or actual damages/claims as a result of mold, algae or fungus. Company and its insurers shall exclude all coverage, including defense, damages related to bodily injury, property damage and clean-up directly or indirectly in whole or in part for any action brought by mold, including fungus and mildew, regardless of the cost, event, material, product or workmanship that may have contributed concurrently or in any sequence to the injury or damage that occurs.
17. Company's performance under this Agreement shall be excused in the event of fire, explosion, flood, severe weather, accident, strike, governmental act, embargo, shortages of materials, computer system failure, war or military action, riot, civil disturbance or any other event beyond the control of Company or which materially affects the economic basis of the bargain ("force majeure"). Company's performance in the event of a force majeure shall be excused for as long as the cause continues, without liability. If the force majeure continues unabated for ninety (90) consecutive days, Company may, at its option, cancel this Agreement without liability.
18. Homeowner agrees Company's performance under this Agreement shall not commence until the Homeowner pays the insurance proceeds and deductible to Company for the Scope of Work.
19. You, the Homeowner, may cancel this transaction at any time prior to midnight on the 3rd business day after the date of this agreement.
20. I (We), the Homeowner(s), have read and fully understand this Agreement. I have been provided with a copy of this Agreement. I have also been provided a copy of a Notice of Cancellation should I desire to cancel the Agreement within three (3) days from the date hereof.

Roofing - What's Next

Getting the Claim Filed

1. Your paperwork will be submitted to the Roofing Division at LLROOFING
And it will be handled by your project manager: Sam Baghdadi 404-551-5186
2. LLROOFING contacts your insurance company and attempts to file a claim on your behalf.
 - a. In some cases, your insurance company will want to speak directly with you in order to file a claim.
 - b. The results of this call yield a Claim Number for your property.
3. LLROOFING schedules an appointment (date and time) with your assigned Adjuster. Please note - in some cases this information is communicated directly to you, and is required ASAP to schedule our Roofing Expert.

Getting the Claim Approved

1. LLROOFING Roofing Expert meets with the Insurance Adjuster.
2. LLROOFING Roofing Expert points out and reviews all damage found to Insurance Adjuster.
 - a. LLROOFING Roofing Expert meets with you and reviews the results above:
 1. What has been approved;
 2. Our process in replacing the roof;
 3. Selection of shingles and colors;
 4. Collection of insurance deductible.
3. Insurance Proceeds - Checks
 - a. Either sent directly to you or to LLROOFING
If sent to you, please contact us and we will pick up or have you mail the checks to us at:
LLROOFING 2 Ravinia Dr. Suite 500,
Atlanta GA 30346
 - b. Your mortgage company may be co-pay. If so, LLROOFING arranges to get your mortgage company's endorsement.

Getting the Work Completed

1. LLROOFING schedules all work to be completed:
 - a. Contacts you to arrange date of roof installation (weather permitting);
 - b. Orders dumpster;
 - c. Orders all materials;
 - d. Schedules roofing crews to do approve work.
2. LLROOFING, reviews the completed work with you, and ensures your satisfaction.
3. LLROOFING, provides your insurance company with a Certification of Completion letter (if applicable).
4. An additional check (depreciation recovery) or supplemental check may be issued by your insurance company for the approved work. This process is the same as "Getting the Claim Approved" in Section 3, above.

Thank you very much for your business.