

T · H · E  
**DURABLE  
SLATE**  
COMPANY

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Columbus • Cincinnati • Cleveland • Indianapolis • New Orleans • Rockville, MD.

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PROPOSAL SUBMITTED TO <i>MARTHA TEPPER</i>	PHONE <i>(404) 545-9044</i>	DATE <i>6/29/20</i>	ID# <i>191017-0008</i>
JOB address <i>2688 E. 3200th St.</i>	JOB NAME	BILLING ADDRESS (IF DIFFERENT)	
CITY, STATE, ZIP CODE <i>BETLEY, OH 43209</i>	CONTACT/architect	CITY, STATE, ZIP CODE	

**We Propose** hereby to furnish material and labor – complete in accordance with specifications below, for the sum of:

**Out of State**

Dollars (\$ *485.<sup>00</sup>* ).

Payment to be made as follows unless otherwise specified in writing on the contract.

For all contracts over \$5,000 \_\_\_\_\_ % deposit is due at signing.

For all contracts over \$10,000 \_\_\_\_\_ % of the remaining contract total is due at the start of the job, payable to the foreman.

For any special order items, a 75% deposit of the cost of the item will be required at signing.

Balance due as set forth in Payment Terms provision of Additional Terms and Conditions. Balance to foreman upon completion.

Note: This proposal may be withdrawn by The Durable Slate Company if not accepted within 30 days.

Estimator's Signature: *[Signature]* Date: *6/29/20*  
*ADAM HICKS*

We hereby submit specifications and estimates for:

Replace approximately 15 <sup>NEW</sup> slates all over the roof with a similar ~~salvaged~~ slate. Re-hang loose slates in the process.  
This includes:  missing  badly broken  badly disintegrated  storm damaged  poorly repaired.

The category of slate repair we will be doing is:  Complete  Basic  Minimum  Specific (See page 3 for details)  
*UP FIELD SLATES*

Replace the following flashings in  copper  steel:

- Chimney flashings:
- Valley metal:
- Ridge roll/ridge flashings:
- Miscellaneous flashings:
- Metal roof/pan:
- Additional wood work will be quoted upon discovery

All flashing work will be performed to the highest professional standards. This flashing work will involve approximately \_\_\_\_\_ slates. Flashings will be lock seamed, soldered where appropriate. Valleys and flashings will be underlaid with ice and water shield. All work will be properly tied in to adjacent surfaces. **Please see additional information on the reverse side of this contract regarding chimney repairs and leak diagnosis.**

Paint existing metal with rust-inhibitive metal paint. Color: \_\_\_\_\_

Gutters/downspouts  Masonry  Hat/Vent boots  Other work  EPDM

*CLEAN ONE SECTION OF WEST GUTTER w/3013*

Major problems discovered:

Future repairs needed:  Slate/Tile maintenance  Valleys  Flashings  Metal roofs  Gutters  Other \_\_\_\_\_  
 Snow guards  Ice guard  Sections of roof need re-felted  Hat/Vent boots  
 Your roof has ribbon grade slate. This type of slate requires above average maintenance.  
 This estimate includes minimum slate repair only. Future routine slate maintenance will be needed.

Were any leaks shown or described to the estimator?

Yes  No *APPEARS TO BE HOLE IN SLATE*

Warranty Information contained on page 3 of this contract.

No Warranty

**Any labor, materials, or work not specifically set forth above is beyond the scope of Contractor's proposal and not included in it.**

**ADDITIONAL TERMS & CONDITIONS APPLICABLE TO THIS CONTRACT ON REVERSE SIDE**

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation for an explanation of this right. Customer has received the "Notice of Cancellation Form".  
Customer's Initial: \_\_\_\_\_

**Acceptance of Proposal:** The prices, specifications, terms and conditions are satisfactory and are hereby accepted. Contractor is authorized to do the work as specified. Payment will be made as outlined above. Customer will carry insurance adequate to cover fire, theft, tornadoes and other hazards. Contractor to carry Workers' Compensation and liability insurance. Additional terms and conditions on reverse. This contract, with said additional terms and conditions, which are hereby incorporated, represents the entire agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral.

Accepted by: \_\_\_\_\_

Customer Signature *Martha Tepper*

Date of Acceptance *8/6/20*

## Terms and Conditions

**Deposits:** Customer understands and acknowledges that Contractor may procure materials and take other necessary actions to perform the work agreed to in this contract. Therefore, any deposit returned at the request of the Customer will be the amount of the original deposit less any job related expenses incurred by the Contractor after the deposit has been received and before the Customer's request for the deposit to be returned. These expenses may include, but are not limited to materials purchased specifically for the cancelled job and permit fees. Contractor will provide written proof of all expenses deducted from the returned deposit. Additionally, Customer acknowledges that obtaining approval of an insurance claim from a carrier involves time and expense and provides value to the Customer. Accordingly, Customer understands and agrees that if he/she cancels this contract after the insurance carrier approves the claim but before the work commences, Contractor will retain 25% of the deposit and refund 75% of the deposit less expenses described earlier in this clause.

**Defects:** Customer understands that certain defects including, but not limited to, deteriorated decking or rafters, may not be discoverable until work has commenced and therefore, unless specifically included in writing, are not included within the initial scope of this contract. Customer and Contractor agree that work to address these and other such discovered defects will be bid as needed at time of discovery and, upon acceptance, this amount will be in addition to the original contract amount. Contractor is not obligated to perform any such work if Customer does not accept and agree to Contractor's bid or unless otherwise agreed by Contractor and Customer in a change order signed by both Customer and Contractor.

**Payment Terms:** The parties agree that Contractor will issue bi-weekly invoices for payment (also referred to herein as a "draw") to Customer. Full payment by Customer on a draw shall be due within 5 days of the date of the draw. Any draw not paid within 5 days will accrue interest at the rate of 1.5% per month or 18% annually, and will be subject to the Breach Due to Non-Payment provision below. A 1½% per month service charge will be added to the balance of all accounts 30 days or older.

**Breach Due to Non-Payment:** Customer's failure to comply with any payment obligations under this contract shall constitute a material breach of this contract, and Contractor shall be entitled to all remedies and damages available to Contractor under the law. Further, in the event of such breach by Customer, Contractor shall have the right to permanently stop work and leave the project due to Customer's breach. Contractor shall be entitled to recover from Customer all attorneys' fees, expenses, and costs incurred by Contractor in connection with Contractor's attempts to collect any amounts owed to Contractor by Customer under this contract, including, but not limited to, those fees, expenses, and costs incurred as a result of litigation.

**Partially Completed Jobs:** Customer understands that Contractor may need to put a commenced job on hold due to circumstances beyond the control of Contractor. Such circumstances include, but are not limited to, weather, hazardous conditions, Customer's express decision and/or waiting for other contractors to complete necessary preliminary work. Customer agrees that the cost of the completed portion of the work will be billed and is payable at the time such circumstance occurs, and that Contractor shall not be responsible or liable to Customer or any third party for any losses, costs, or damages that may result from Contractor acting pursuant to this provision.

**Materials:** Customer understands and acknowledges that unless specifically agreed to in writing, all materials removed from the job location for the purpose of performing work, and any unused materials remaining after this job is completed are the sole property of Contractor.

**Excess Costs:** If at any time a home construction service provided under this contract requires extra costs above the cost specified or estimated in the contract that were reasonably unforeseen, but necessary, and the total of all extra costs to date exceeds \$5000 over the course of the entire contract, Customer has a right to an estimate of those excess costs before Contractor begins work related to those costs. Customer shall initial below his/her choice of the type of estimate the Customer requires from the Contractor.

Written estimate: \_\_\_\_\_ Oral Estimate: \_\_\_\_\_ Date: \_\_\_\_\_

**Customer's Indemnification of Contractor:** Customer has represented to Contractor that Customer has obtained the necessary permissions and/or authorizations for Contractor to perform the work set forth in this contract, and Customer acknowledges that Contractor has relied on such representations. Customer agrees to fully indemnify and hold harmless Contractor and its employees from any demand, claim, or action of any kind by any third party that may arise out of Contractor's performance under this contract, including any damages, attorneys' fees, expenses, or costs arising out of any such demand, claim, or action, except any that may arise out of the sole negligence of Contractor.

**Dispute Resolution:** For any disputes that arise under this contract, except for those that arise solely due to Customer's breach of the Payment provision above, the parties acknowledge and agree that no lawsuit may be filed unless and until after the dispute has been submitted to mediation through the American Arbitration Association. The mediation shall be pursuant to the American Arbitration Association's Construction Industry Rules and Mediation Procedures and shall occur in Columbus, Ohio. This contract shall be governed by Ohio law and the parties acknowledge and agree that exclusive venue and forum for any lawsuit arising under this contract shall be a state or federal court located in Franklin County, Ohio. Contractor shall be entitled to recover its attorneys' fees, expenses, and costs in the event Contractor prevails in any such lawsuit between the parties.

**Severability:** In case any one or more of the provisions contained in this contract should be invalid, illegal, or unenforceable in any respect, such provision shall be deemed modified to the extent necessary to permit its enforcement under applicable law, and the validity, legality, or enforceability of the remaining provisions hereof shall not be affected nor impaired and shall remain in full force and effect.

**General Warranty Conditions:** Contractor gives the following limited warranty on all types of repair and installation. All labor and material is warranted as specified on the following page – titled *Categories of Slate Repair & Warranties*, and will be provided in a workmanlike manner according to standard practice of the trade. Contractor cannot warrant that the roof will never leak. Contractor warrants that they will repair any leaks caused by Contractor's work occurring during the term of any specific warranty. No provision of this or any other warranty shall be construed to cover damages to the building or contents thereof or to cover damages or leaks caused by circumstances including, but not limited to, the following:

- Any condition beyond the control of Contractor
- Acts of God
- Strikes or delays
- Abuse, misuse, accident, vandalism
- Installation of skylights, attachments or penetrations, unless performed by Contractor
- Defective workmanship of other trades or contractors
- Negligence in maintaining the roof
- Structural defect

All warranties are eligible to be transferred to a new owner for the remainder of the life of the original warranty. In order to qualify for a transferrable warranty, the current owner must have The Durable Slate Company out to inspect our work prior to the sale of the property. If upon inspection the work appears to have been properly maintained and unaltered, then a transfer of warranty that covers only our work, specifically indicated in writing by the Contractor will be provided. **If the current owner has hired any other company to do any work on or related to the roof in the area of where our work was done, our warranty will be null and void and no transfer of warranty is permitted.**

Accepted by: \_\_\_\_\_

Customer Signature Martha Tepper

Date of Acceptance 8/6/20

## Categories of Slate Repair and Warranty Information

*Please note: The category selected by the estimator applies only to slate repair, and is not relevant to any problems noted or repairs needed on flashings, valleys, gutters, masonry, etc. Additional work may be needed in these areas.*

**New Roof**

Projects located within a 2 hour distance of one of our offices:      10 Years

Customer's Initial: \_\_\_\_\_

Projects located more than 2 hours from one of our offices:      5 Years

Customer's Initial: \_\_\_\_\_

**Complete Repair**

All slates with broken corners on a very visible face should be replaced, unless the break is very small (1/2" - 1" or less).  
The bottom row should be very intact with no signs of aluminum sticking out, no back-up slates hanging down, no large broken corners, etc.  
No pieces of aluminum should be left in place of a slate or any part of a slate.  
Face nails should be removed.  
Any slates with metal clips will be re-hung, preferably with slate hooks or center nails. No metal clips should be left in the roof.  
Wrong-width slates should be changed.  
Wrong-colored slates on very visible faces will be replaced, unless otherwise stated on the estimate.  
Any loose ridge roll will be screwed down.  
Slates on the hips, ridges, valleys, and flashing areas will be repaired as needed if those areas are not being re-flashed as part of the job.  
All caulked or tarred slates will be replaced.

*Unless specifically stated on the estimate, the following is **not** covered on a complete repair:*

If there are many face nails (found usually on houses in rural areas) they will not *all* be replaced.  
Occasionally, a slate roof can be stained due to a rust streak or some other reason. These slates will not be replaced unless specified.  
Any slates with gutter straps nailed through them on the first row of slates will not be replaced.

Warranty: 1 year

Customer's Initial: \_\_\_\_\_

**Basic Repair**

This is a repair that is normally done when the roof is in good condition and needs only necessary maintenance as specified on the contract.

*Unless specifically stated on the estimate, the following is **not** covered on a basic repair:*

Slates that are slightly off color	Slates that are slightly the wrong size
Slates that are held with a <i>small</i> metal clip	Slates with broken corners that will not cause a leak
Large areas of caulked or tarred slates will not be replaced	

Warranty:

Customer's Initial: MT

**Minimum Repair**

On a minimum repair, only missing slates and the worst of the broken slates will be repaired. This also includes fixing a specific leak only, or the worst of the potential leaks, as specified on the contract.

*Unless specifically stated on the estimate, the following is **not** covered on a minimum repair:*

Metal clips will not be removed (unless a slate is about to fall out)	Slates that are the wrong color will not be replaced
Slates that are the wrong size will not be replaced	Face-nailed slates will not be replaced
Caulked or tarred slates will not be replaced	

Warranty:

Customer's Initial: \_\_\_\_\_

**Specific Area Repair**

Only the specific area, as specified on the contract will be worked on.

**No Warranty**

**Warranty:**

Customer's Initial: \_\_\_\_\_

**Chimney Leaks & Water Repellant**

There are many reasons for chimney leaks, and it is not always possible to identify the specific reason for the leak. Even when an estimator sees an obvious reason for a leak, there can also be factors that contribute to the leak which are *not* obvious and will only become clear once the obvious repair is made. *Because of this we do not offer any guarantee that the leak will be resolved, however each step taken to repair a leaking chimney will be warrantied as to materials and workmanship.* The following are the most common reasons for leaks around chimneys:

- |  |   |
|--|---|
| - Poor joint between the masonry and counterflashing (the part of the flashing that is cut into the masonry joint) | - Faults in the crown of the chimney          |
| - Flaws in the roofing material above or adjacent to the chimney   | - Gaps between the flue liner and the chimney |
| - Flashing problems  | - Missing mortar                              |
| - Very porous bricks   | - Ice damming                                 |
| - Problems with an adjacent gutter   |   |
| - Condensation from a furnace, hot water tank, vent pipe, etc. which are vented through the chimney                |   |
| - Capillary action (the tendency of a liquid to adhere to a solid surface)   |   |

No Warranty

Customer's Initial: \_\_\_\_\_

**Tile Roofs**

**Complete Pick up and Relay**

**Specific Area Pick up and Relay**

Warranty: 5-year warranty on workmanship/specific area worked on *only*

Customer's Initial: \_\_\_\_\_

**Tile repair**

No Warranty

Customer's Initial: \_\_\_\_\_

**Flashing & Valley Replacement**

Warranty: 5-year warranty on workmanship and metal installation

Customer's Initial: \_\_\_\_\_

**Metal & Metal Roofs**

Paint Grip, Copper Flat Lock, Standing Seam Copper, Box Gutter, Hanging Gutter, Stop Gutter, etc.

Warranty: 5 Years

Customer's Initial: \_\_\_\_\_

**Rubber Roofs:**

New Rubber Roof – 3 Years

**Patchwork: NO WARRANTY**

Customer's Initial: \_\_\_\_\_

**Other:**

Customer's Initial: \_\_\_\_\_

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**NOTICE OF CANCELLATION**

Date of transaction: \_\_\_\_/\_\_\_\_/\_\_\_\_

Customer may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If customer cancels, any property traded in, any payments made by the customer under the contract or sale, and any negotiable instrument executed by the customer will be returned within ten business days following receipt by the Contractor of customer's cancellation notice, and any security interest arising out of the transaction will be cancelled.

If customer cancels, customer must make available to the contractor at customer's residence, in substantially as good condition as when received, any goods delivered to customer under this contract or sale; or customer may if customer wishes, comply with the instructions of the contractor regarding the return shipment of the goods at the contractor's expense and risk.

If customer does make the goods available to the contractor and the contractor does not pick them up within twenty days of the date of customer's notice of cancellation, customer may retain or dispose of the goods without any further obligation. If customer fails to make the goods available to the contractor, or if customer agrees to return the goods to the contractor and fails to do so, then customer remains liable for performance of all obligations under the contract.

To cancel this transaction, mail with return receipt requested, deliver in person a signed and dated copy of this cancellation notice or any other written notice of cancellation, or send notice by facsimile transmission or electronic mail, to:

The Durable Slate Company  
170 Novner Dr.  
Woodlawn, OH 45215  
[emartin@durableslate.com](mailto:emartin@durableslate.com)  
[jhowes@durableslate.com](mailto:jhowes@durableslate.com)  
Fax#: 513-621-3466

I hereby cancel this transaction.

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Customer's signature: \_\_\_\_\_