

# ROOF REPLACEMENT AGREEMENT

**THIS ROOFING REPLACEMENT AGREEMENT** (the "**Agreement**") is entered into as of **[Date]** by and between **[Name]**, a **New York State resident property owner** with an address at **[Address]** ("**HOMEOWNER**"), and **[Contractor legal name]**, a **[State/Country] [entity type]** with an address at **[Address]** ("**CONTRACTOR**"). HOMEOWNER and CONTRACTOR may be referred to collectively as the "**Parties.**"

## RECITALS

The Parties desire to **replace all the roofing (as specified in EXHIBIT A: Roof Dimensions and EXHIBIT B: GAF® Roof Planes Schematic) at [Address].**

**NOW, THEREFORE,** the Parties agree as follows:

## 1. PARTIES

### 1.1 HOMEOWNER (PROPERTY OWNER)

Name:

Property Address:

Phone:

Email:

### 1.2 CONTRACTOR

Contractor required to provide **exact legal name as shown on license/insurance.**

Business Name (Legal Entity): **[Business Name (Legal Entity)]**

Local License Number: **[Local License Number]**

Licensing Jurisdiction: **[Licensing Jurisdiction]**

Business Address: **[Business Address]**

Phone: **[Phone]**

Email:

**[Email]**

Workers' Comp Policy #:

**[Workers' Comp Policy #]**

General Liability Policy #:

**[General Liability Policy #]**

## **2. SCOPE OF WORK**

### **2.1 PROJECT DESCRIPTION**

Contractor shall remove and replace the existing roof system at the Property Address in accordance with **Exhibit C: (Scope of Work)** and **Exhibit D: (Material Specifications)**, including specified decking replacement allowances, flashing, underlayment, ventilation components, and cleanup.

### **2.2 WORK NOT INCLUDED**

Work excluded from this contract to prevent scope disputes:

- a. Gutters and soffits are excluded from replacement or repair; however, Contractor will perform debris cleaning of existing gutters and existing gutter leaf protection as described in Exhibit C.

### **2.3 PERMITS AND INSPECTIONS**

Homeowner asserts that no permit/inspection is required. Village of Belle Terre, NY (the authority having jurisdiction prior to start) provided written confirmation by email.

### **2.4 PLANS AND SPECIFICATIONS**

- a. Attached as Exhibit A (Roof Dimensions)
- b. Attached as Exhibit B (GAF® Roof Planes Schematic)
- c. Attached as Exhibit C (Scope of Work)
- d. Attached as Exhibit D (Material Specifications)
- e. Attached as Exhibit E (Cedar Siding Replacement)
- f. Attached as Exhibit F (Warranties)
- g. Attached as Exhibit G (Contractor License Verification)
- h. Attached as Exhibit H (Certificates of Insurance)
- i. Attached as Exhibit I (Escrow Account Disclosure)

### 3. CONTRACT PRICE AND PAYMENT SCHEDULE

#### 3.1 TOTAL CONTRACT PRICE

Total Contract Price            **[\$Dollar Amount]**

Sales Tax (if applicable)       **[\$Dollar Amount]**

**Total Amount Due            [\$Dollar Amount]**

#### 3.2 PAYMENT SCHEDULE

All payments received by the Contractor prior to substantial completion must be deposited into an escrow account in a New York State bank within five (5) business days, or the Contractor must post a surety bond, contract of indemnity, or irrevocable letter of credit (GBL §771-a). The amount of any progress payment must bear a reasonable relationship to the work performed. For roofing contracts, no deposit or payment may be required before work begins, except for materials upon delivery to the property.

#### **PAYMENT**

**Materials-Only Initial: exact cost of delivered materials [\$Dollar Amount]**

Due only upon delivery of materials to the property and submission of supplier invoice(s) and receipt(s).

**Progress Payment (Single): [\$Dollar Amount]**

Due when the new roof is installed and the home is watertight, including underlayment/ice and water shield, shingles, flashing, and all penetrations sealed. Watertight means all roof planes have underlayment and permanent flashing installed and all penetrations sealed such that the structure is protected from ordinary rainfall.

**Final Payment: [\$Dollar Amount]**

Due within two (2) business days after homeowner inspection opportunity upon completion and final inspection (if applicable), completion of cleanup, removal of

dumpster/equipment, delivery of warranty documentation, and Homeowner's reasonable opportunity to inspect after receipt of required documentation.

**Total: [\$Dollar Amount]**

Invoices must be itemized by milestone. Materials invoices and receipts are required for any materials-only payment.

**3.3 PAYMENT TERMS**

Payments are due within two (2) business days of written invoice after receipt of required documentation.

Acceptable payment method: Personal Bank Check.

No payment shall be due for work not yet performed or materials not yet delivered to the job site.

Final payment is due only after: (a) all work is complete, (b) final inspection is passed (if applicable), and (c) Homeowner has had reasonable opportunity to inspect after receipt of required documentation.

Contractor shall deposit all payments received prior to substantial completion into an escrow account in a New York State bank within five (5) business days and notify Homeowner in writing of the depository name within ten (10) business days (GBL §771-a)

**3.4 RETAINAGE**

Homeowner may withhold five percent (5%) of the total contract price as retainage. Retainage shall be released within seven (7) calendar days after substantial completion, provided all work is complete, the premises are clean, no defects are observed, and all warranties and close-out documents have been delivered.

## 4. PROJECT TIMELINE

**Estimated Start Date: [Date]**

**Estimated Completion Date: [Date]**

The contract must include the approximate dates when work shall begin and be substantially completed, including a statement of any contingencies that would materially change the completion date (GBL §771).

**A definite completion date is of the essence.**

### 4.1 DELAYS

Contractor shall notify Homeowner in writing within **48 hours** of any event that may delay the project.

- a. Excusable delays include: weather, material shortages, acts of God, government orders.
- b. Non-excusable delays exceeding one (1) business day entitle Homeowner to a daily credit of \$250.00 (liquidated damages), not to exceed 2% of the total contract price.
- c. If the project is not substantially complete within two (2) business days of the estimated completion date (excluding excusable delays), Homeowner may terminate this contract under Section 9.

## **5. CHANGE ORDERS**

Any changes to the scope, price, or timeline of this contract must be documented in a written Change Order signed by both parties before the changed work begins. All amendments to a home improvement contract must be in writing and signed by all parties; oral agreements to change the scope or price are not enforceable (GBL §771).

### **5.1 EACH CHANGE ORDER SHALL INCLUDE:**

- a. Description of the changed work
- b. Addition to or deduction from the contract price
- c. Impact on the project timeline
- d. Signature of both Homeowner and Contractor

**No verbal agreements will modify this contract.**

## **6. MATERIALS AND WORKMANSHIP**

### **6.1 MATERIALS**

**All materials shall be new unless otherwise specified in writing.**

Specific materials, brands, and grades are listed in: **Section 2.1 / Exhibit D: Material Specifications.**

Substitutions require prior written approval from Homeowner.

Contractor warrants that all materials comply with applicable building codes.

### **6.2 WORKMANSHIP STANDARDS**

All work shall be performed in a professional, workmanlike manner.

Contractor represents that primary installers will be employees of Contractor unless otherwise approved in writing.

All work shall comply with applicable New York State building codes and local ordinances.

All work shall conform to the plans, specifications, and scope described in this contract.

Contractor shall maintain a clean and safe job site.

### **6.3 SUBCONTRACTORS**

**Contractor may not use subcontractors without Homeowner's prior written consent. Any approved subcontractor must be properly licensed (if required) and provide insurance meeting Section 8. Contractor remains fully responsible for subs' work, scheduling, and warranties.**

## **7. WARRANTIES**

### **7.1 CONTRACTOR WARRANTY**

Contractor warrants all labor and workmanship for a period of **ten (10) years** from the date of completion, as further described in **Exhibit F: (Warranties)**.

### **7.2 MANUFACTURER WARRANTIES**

Contractor shall provide Homeowner with all manufacturer warranties for materials and equipment installed.

Contractor shall ensure installations comply with manufacturer specifications to preserve warranty coverage.

Warranty registration confirmation (a copy of the registration + warranty certificate) is required as a condition to final payment.

### **7.3 WARRANTY EXCLUSIONS**

This warranty does not cover:

- a. Normal wear and tear
- b. Damage caused by Homeowner negligence or misuse
- c. Damage caused by third parties or acts of God
- d. Items specifically excluded in writing

## **8. INSURANCE AND BONDING**

### **8.1 CONTRACTOR INSURANCE REQUIREMENTS**

Contractor shall maintain, at minimum, the following coverage for the duration of the project:

#### **General Liability: \$1M Liability Insurance**

- a. Certificate of Insurance lists Homeowner as additional insured.

**Workers' Compensation:** Statutory limits (required if Contractor has employees)

Contractor shall provide certificates of insurance upon request.

Homeowner shall be named as additional insured on the general liability policy.

Contractor must provide proof of workers' compensation coverage or a Certificate of Attestation of Exemption from the New York State Workers' Compensation Board.

## **9. TERMINATION**

### **9.1 HOMEOWNER'S RIGHT TO TERMINATE**

Homeowner may terminate this contract at any time by providing written notice to Contractor. Upon termination:

- a. Homeowner shall pay for all work satisfactorily completed and materials delivered to the job site as of the termination date.
- b. Contractor shall provide an itemized accounting of all work completed and materials delivered within **10 business days** of termination.
- c. Contractor shall not charge a cancellation penalty exceeding the actual costs reasonably incurred.

### **9.2 SITE SECURING AND DEMOBILIZATION**

- a. If the project is paused or terminated for any reason, Contractor shall leave the roof watertight using secured tarps or other temporary weatherproofing. Watertight means all roof planes have underlayment and permanent flashing installed and all penetrations sealed such that the structure is protected from ordinary rainfall.
- b. Contractor shall remove or credit any unused materials that were paid for by Homeowner.
- c. Contractor shall remove the dumpster and all equipment from the property within five (5) business days, unless the parties agree otherwise in writing.

### **9.3 CONTRACTOR'S RIGHT TO TERMINATE**

Contractor may terminate this contract if:

- a. Homeowner fails to make a payment due under this contract within five (5) business days of written notice of default.

b. Conditions at the job site make the work unsafe or illegal to continue.

#### **9.4 THREE-DAY RIGHT TO CANCEL**

**Notice (GBL §771(h)):** The Homeowner has the right to cancel this home improvement contract until midnight of the third (3rd) business day after the day on which the Homeowner signed the contract. Cancellation must be in writing and given to the Contractor.

**Federal FTC Cooling-Off Rule:** If this contract was signed at the Homeowner's residence or at a location other than the Contractor's permanent place of business, the federal Cooling-Off Rule (16 CFR Part 429) also provides a three-business-day cancellation right for sales over \$25. The Contractor must provide a cancellation notice form.

## **10. DISPUTE RESOLUTION**

### **10.1 INFORMAL RESOLUTION**

The parties agree to attempt informal resolution of any dispute by written notice describing the issue. The other party shall respond in writing within **15 business days**.

### **10.2 MEDIATION**

If informal resolution fails, the parties agree to submit the dispute to non-binding mediation before a mutually agreed mediator. Mediation costs shall be shared equally.

### **10.3 CONSUMER COMPLAINTS**

Either party may also file complaints with the applicable consumer protection agency:

**New York State Attorney General's Office** at [ag.ny.gov](http://ag.ny.gov)

**Suffolk County Department of Consumer Affairs** at [suffolkcountyny.gov](http://suffolkcountyny.gov)

Filing a complaint does not prevent either party from also pursuing legal remedies.

### **10.4 LEGAL ACTION**

If mediation fails, either party may pursue legal action in the county where the property is located. The prevailing party shall be entitled to recover reasonable attorney's fees and costs.

# 11. MECHANICS' LIEN NOTICE

## REQUIRED NOTICE (GBL §771(D)):

**"Any contractor, subcontractor, or materialman who provides home improvement goods or services pursuant to your home improvement contract and who is not paid may have a valid legal claim against your property known as a mechanic's lien. Any mechanic's lien filed against your property may be discharged. Payment of the agreed-upon price under the home improvement contract prior to filing of a mechanic's lien may invalidate such lien. The owner may contact an attorney to determine his rights to discharge a mechanic's lien."**

## LIEN WAIVERS / PROOF OF PAYMENT

- With each payment, contractor delivers:
  - **Conditional lien waiver** from contractor and any subs/suppliers being paid from that draw.
- With final payment, contractor delivers:
  - **Unconditional final lien waiver** from contractor and all subs/suppliers
  - **Final invoice marked paid** (or supplier "paid in full" letter)
  - **Affidavit** listing all subs/suppliers used and confirming they were paid.
- Lien waivers shall be in a **form** acceptable in New York and shall identify the property address and contract.

## **12. GENERAL PROVISIONS**

### **12.1 ENTIRE AGREEMENT**

This contract, including all exhibits and change orders, constitutes the entire agreement between the parties. No prior verbal or written representations shall be binding unless incorporated herein.

### **12.2 SEVERABILITY**

If any provision of this contract is found unenforceable, the remaining provisions shall continue in full force and effect.

### **12.3 GOVERNING LAW**

This contract shall be governed by the laws of the State of New York.

### **12.4 NOTICE**

All notices under this contract shall be in writing and delivered to the addresses listed in Section 1, by personal delivery, certified mail, or email with confirmed receipt.

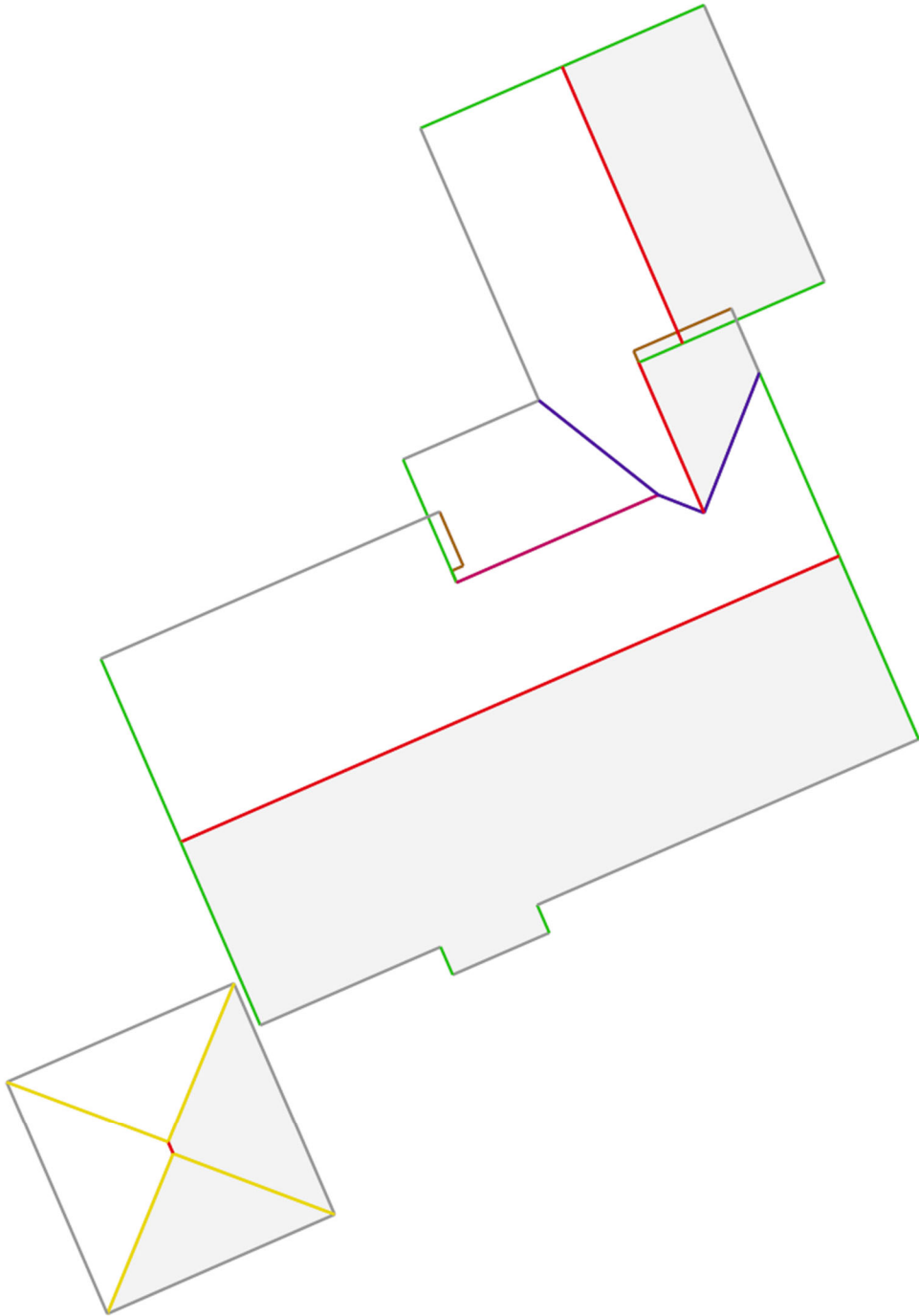
### **12.5 ASSIGNMENT**

Neither party may assign this contract without the prior written consent of the other party.

# EXHIBIT A: ROOF DIMENSIONS



# EXHIBIT B: GAF® ROOF PLANES SCHEMATIC



- Bend
- Eave
- Hip
- Rake
- Ridge
- Valley

## **EXHIBIT C: SCOPE OF WORK**

Contractor shall perform the following work according to Suffolk County local code using the materials specified in **Exhibit D: Material Specifications**.

### **TIMELINE**

The roof replacement work is expected to take one (1) to two (2) business days to complete. This timeline may extend depending on:

- a. The condition of the existing roof deck
- b. Weather conditions
- c. Any additional work required that was not visible during the initial inspection

### **JOB SITE SETUP**

#### **1. Perimeter**

- a. Contractor shall move outdoor furniture to a safe location on Homeowner Property

#### **2. Tarp Protection**

- a. Contractor shall protect Homeowner House, Siding and Windows from damage with tarps,
- b. Contractor shall protect Homeowner Landscape, Propane Tank, Air conditioner, and Patio with tarps,
- c. If work spans more than one day, Contractor shall leave the roof watertight at the end of each workday using secured tarps or other temporary weatherproofing. Watertight means all roof planes have underlayment and permanent flashing installed and all penetrations sealed such that the structure is protected from ordinary rainfall.

#### **3. Bluestone Walkways**

- a. Contractor shall protect Homeowner Bluestone Walkways with plywood to prevent cracking while moving materials.

#### **4. Debris Container**

- a. Contractor shall protect Homeowner Driveway with Wood blocks under the Contractor dumpster debris container.

#### **ACCESS AND WORK HOURS**

- a. Crews can arrive Monday through Friday between the hours of 8:00 AM and 5:00 PM EST.
- b. Crews must park vehicles on the street.
- c. No bathroom access is permitted. Contractor is responsible for providing any necessary facilities for its crew.

#### **DEMOLITION**

- a. Provide a debris container placed on blocks and plywood to protect Homeowner property from damage.
- b. Contractor shall carefully remove all existing roofing materials down to the deck, including shingles, underlayment, flashing, nails, and fasteners.

#### **ROOF REPLACEMENT**

1. Deliver all materials and equipment.
2. After Demolition is completed inspect the roof deck for rot, mold, and structural damage. Deteriorated and inadequate sheathing shall be replaced as specified by Suffolk County local code:
3. Five (5) sheets of ½ inch CDX plywood are included.
  - a. After five (5) sheets of plywood, Contractor shall inform Homeowner and begin charging at a specified rate of \$100 per sheet of ½ inch CDX plywood or \$5 per linear foot of 1x decking.
  - b. Photos and Homeowner written approval must include count and roof plane location before charging beyond the included allowance.

- c. Homeowner will respond to plywood or decking approval requests within one (1) hour during work hours; if no response, Contractor may pause work until approval is received, and schedule impacts will be treated as excusable delay.
4. Entire roof deck shall be cleaned of all debris prior to installing underlayment.
1. Homeowner property and house exterior shall be protected with tarps to shield all siding, landscaping, windows, HVAC equipment, propane tank, and other exterior elements.
2. Install safety barriers following OSHA-compliant safety procedures.
3. Replace all flashing.
4. Install Ice and water shield at the eaves to three (3) feet of the roof and three (3) feet in valleys, skylights, chimneys, and at all penetrations, including wall flashing for ice damage, leak protection and other critical areas per Suffolk County local code and GAF manufacturer.
5. Install GAF synthetic felt underlayment across all roof surfaces.
6. Install new chimney flashing.
7. Install a new drip edge around the roof perimeter.
8. Install Ridge Vents and Ridge Caps.
9. Replace all existing vent pipes.
10. Install Starter Shingles to finish the edge of the roof.
11. Upon completion of the roof replacement all gutters and all gutter leaf protection shall be cleaned of debris.
12. Pick up all nails, fasteners, and metal debris with magnetic sweepers. Two magnetic sweeps: end of each day and final.
13. Contractor responsible for damage caused by operations. Replace/repair any damaged landscaping/hardscape/driveway caused by operations to comparable condition.

14. Leave the property clean and safe, during and after the roof replacement.
15. All job-related debris shall be removed from Homeowner property.
16. Contractor shall remove dumpster and dispose of all debris.

**EXCLUSIONS**

- a. Interior repairs caused by prior leaks unless specified.
- b. Structural modifications beyond decking replacement.
- c. Gutters, siding, or painting unless included in contract.

## EXHIBIT D: MATERIAL SPECIFICATIONS

### **Roof Deck Sheathing:**

- *Five (5) sheets of ½-inch CDX Plywood Included*
- *Cost of additional ½-inch CDX Plywood Sheets is \$100.00 each.*

**Underlayment:** *GAF Deck-Armor™ Premium Breathable Roof Deck Protection*

**Ice and Snow Shield:** *GAF WeatherWatch® Ice & Water Leak Barrier*

**Shingles:** *GAF Timberline UHDZ® with UltraMat™ Barkwood*

**Roof Caps:** *GAF TimberCrest® Premium SBS-Modified Ridge Cap Shingles*

**Ridge Vent:** *GAF Cobra® SnowCountry® Advanced Premium Exhaust Vent for Roof Ridge*

**Attic Vent:** *GAF Master Flow™ Power Attic Vent Roof Mount with Thermostat ERV6*

### **Flashing:**

- **Chimney:** *Reglet (embedded joint) counterflashing set into a groove cut into masonry using GAF Red Copper Flashing*
- **Garage Sidewall:** *GAF Red Copper Flashing*
- **Front Porch Roof Sidewall:** *GAF Red Copper Flashing*
- **Damper:** *GAF Master Flow™ Bath & Dryer Rooftop Appliance Vent*
- **Plumbing:** *GAF Master Flow™ Pivot™ Pipe Boot Flashing*

**Gutter System:** *Use existing gutters. Do not replace.*

**Soffits:** *Use existing soffits. Do not replace.*

**Drip Edge:** *GAF EverGuard® Pro Drip Edge (Pitched)*

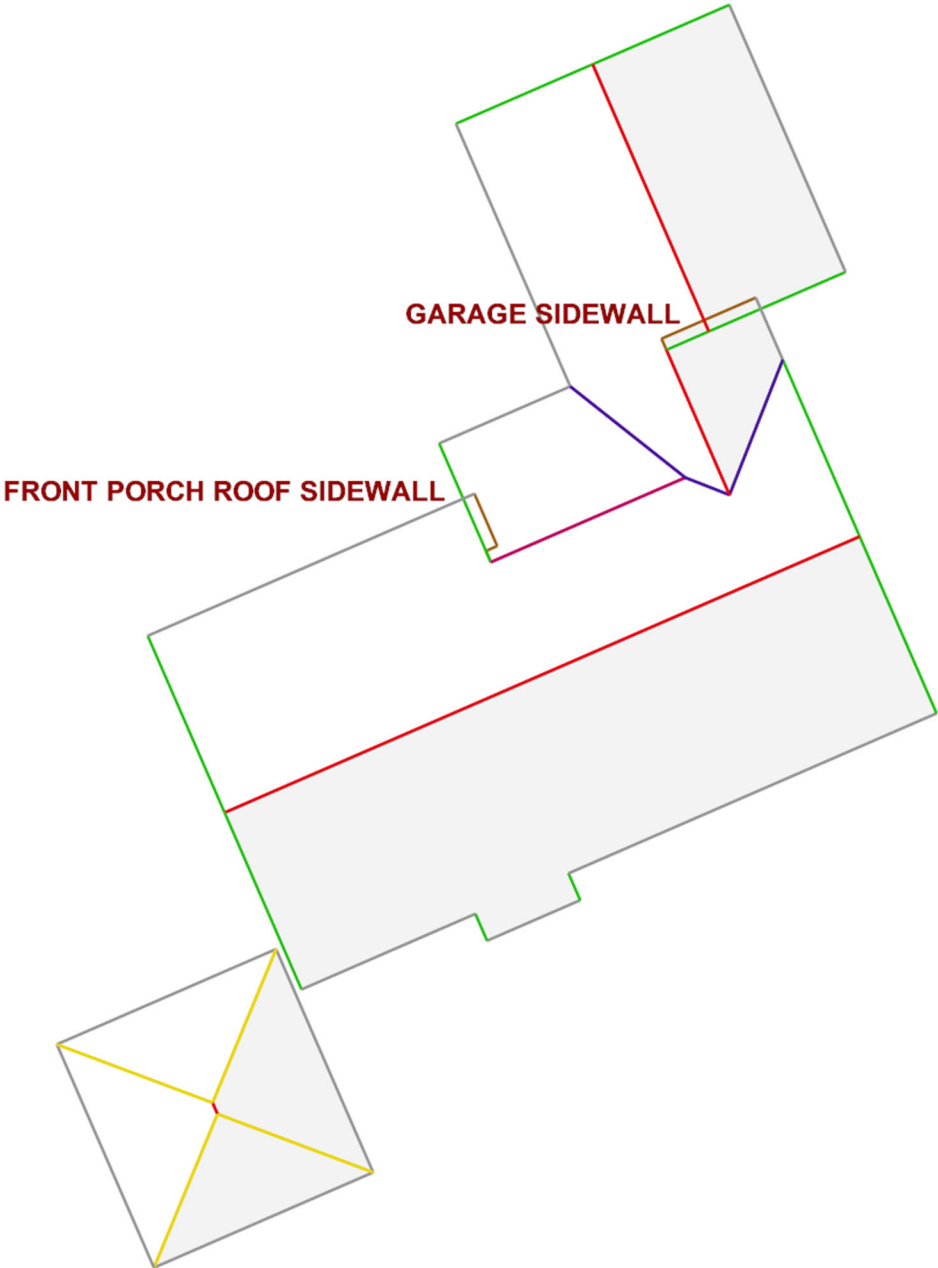
### **Covered Deck:**

- **Same** *GAF Roofing Materials as Homeowner house*
- **Fascia Repairs:** *2 fascia boards replaced and painted white.*

**Nails:** *GAF Zinc-coated steel or aluminum, 10-12 gauge, barbed, roofing nails, heads 3/8" to 7/16" in diameter*

**Shingle Stock:** *Include one unopened bundle of new GAF Timberline UHDZ® with UltraMat™ Barkwood shingles for future repairs.*

# EXHIBIT E: CEDAR SIDING REPLACEMENT



■ Bend   ■ Eave   ■ Hip   ■ Rake   ■ Ridge   ■ Valley   ■ Cedar Siding

## GARAGE SIDEWALL

- Replace existing garage sidewall with new Cedar Siding and Flashing

## FRONT PORCH ROOF SIDEWALL

- Replace existing front porch roof sidewall with new Cedar Siding and Flashing

## **EXHIBIT F: WARRANTIES**

Which GAF® Pledge is included:

- a. GAF® SILVER Pledge Limited Warranty **[YES/NO]**
- b. GAF® Golden Pledge Limited Warranty **[YES/NO]**
  1. Materials: **[Years]**
  2. Labor: **[Years]**

[HTTPS://WWW.GAF.COM/EN-US/RESOURCES/WARRANTIES/RESIDENTIAL](https://www.gaf.com/en-us/resources/warranties/residential)

Who registers GAF® Warranty: **[Homeowner/Contractor]**

Date when GAF® Warranty shall be registered: **[Date]**

Proof of GAF® Warranty Homeowner receives: **[Documentation]**

Warranty registration confirmation (a copy of the registration + warranty certificate) is required as a condition to final payment.

## **EXHIBIT G: CONTRACTOR'S LICENSE VERIFICATION**

Contractor Suffolk County NY local license is active:

**[Suffolk County NY local License]**

Contractor License applies to the jurisdiction where Homeowner property is located:

**[State License]**

## **EXHIBIT H: CERTIFICATES OF INSURANCE**

Contractor NYS Workers' Compensation Coverage:

**[NYS Workers' Compensation Coverage]**

Contractor General Liability Insurance:

**[\$1M Liability Insurance]**

## **EXHIBIT I: ESCROW ACCOUNT DISCLOSURE**

Contractor escrow account or bond requirement acknowledged:

Contractor Initials: **[Initials]** **Date: [Date]**

# SIGNATURES

By signing below, both parties acknowledge that they have **read, understand, and agree** to all terms of this contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**Homeowner:**

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

**Contractor:**

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Local License # \_\_\_\_\_

Date \_\_\_\_\_