

Williamson Jones Roofing Contract

This agreement is entered into as of ____ of _____, 20____, between _____ (“committee”) and Williamson Jones Contracting (“Contractor”)

Subject to the terms and conditions of this agreement, the committee hereby engages the contractor to perform the services set forth herein, and the contractor hereby accepts such engagement.

Description of Services Beginning on ____ of _____, 20____, Williamson Jones Contracting will provide all roofing services described in attached copy titled “Services”.

The services will be performed at the property of _____ located at _____, Ontario, Canada, _____

Scope of Work The Contractor shall provide all labour and materials to complete all described services at the Committee's property. The roofing work will be performed Monday through Saturday, with the exclusion of statutory holidays, unless otherwise agreed upon. Services will be performed only if the weather conditions are favourable, in order to ensure an acceptable finished product and safe working conditions. The Contractor is free to perform services to other parties while performing services for the Committee as long as it is done so in a timely manner.

Work Site The Committee hereby authorizes the Contractor to commence and complete unusual and customary excavation and grading on the work site as may be required in the judgment of the Contractor to complete the roofing work. Unless called for in drawings or specifications, any additional landscaping, finish grading, filling, tree limb removal, eaves trough and downspout clearing and excavation is to be performed by the Contractor.

Payment A material security deposit of _____ is required at least 5 business days before commencement of the services. Upon completion of services an amount of _____ is due immediately upon completion. If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at fifteen percent a year, or with the maximum percentage allowed under applicable laws, whichever is less. The Committee shall pay all costs of collections, including without limitation, reasonable attorney fees. In addition to any other right or remedy provided by law, if the Committee fails to pay for the services when due, the Contractor has the option to treat such failure to pay as a material breach of this contract and void this contract and all warranties associated to the Committee.

Permits The Contractor shall apply for and obtain all necessary permits and regulatory approvals as may be required by law, and all additional costs thereof shall be included as part of the payment to the Contractor under this contract.

Insurance The Contractor will have valid and current liability insurance during all stages of the roofing services. It is the Contractor who makes all executive decisions regarding any damage and whether a claim is to be filed. The Contractor can repair or replace any damages to property at their discretion provided it is and adequate solution the the problem. The Contractor must report all damages to the Committee.

Expenses Any and all additional work not included in "Services" shall be billed separately and is not included in the agreed payment amount. The Contractor shall contact the Committee if new services are required and any new services will not be performed unless authorized by the Committee. Any additional services will be billed on a separate "Services" page and is still binding to this contract and according warranties. Likewise all associated payments for additional services are due immediately upon completion.

Independent Contractor This agreement shall not render the Contractor an employee, partner, agent of, or joint venture with the Committee for any purpose. The Contractor is and will remain an independent contractor in his or her relationship to the Committee. The Contractor shall have no claim against the Committee directly or indirectly for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

Assignment Only the contractor may assign any of his rights under this agreement, or delegate the performance of any of his or her duties without prior written consent of the committee.

Penalty Clause If the committee cancels for any reason a cancellation charge of \$250.00 or 5% of the quote, whichever is less, will be deducted from the deposit amount when returned. The Contractor will return the deposit within 5 business days after requested by the committee. If material has been delivered to the committee before cancellation, a charge of \$500.00 or 10% will be charged, likewise subtracted off the deposit before returned to the committee.

Modifications and Amendments No amendments, changes or modifications of this agreement shall be valid unless placed in writing and are signed by both the Contractor and Committee.

Unenforceable Provisions If any provision of this agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this agreement shall nevertheless remain in full force.

Warranty A Seven year workmanship warranty is included in reference to all agreed upon services, excluding service calls and repairs. Any and all problems that occur due to improper or inadequate installation will be repaired by the Contractor at no additional expense to the committee within this period and is to commence upon completion date. This warranty may be void if any other work is performed in on or around the roof at any point, after completion and at the discretion of the contractor. In addition any manufacturer deficiencies and repairs are to be invoiced to the product manufacturer and are not the responsibility of the Contractor financially. All warranties are void to anyone other than the signed Committee.

Committee

Contractor

Williamson Jones Contracting

(name) _____

(name) _____

(partner)

_____ of _____ 2020

_____ of _____ 2020