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PROJECT MANAGER: Ryan Albano

Amit Mishra	(832) 875-2056	04/28/2023
Name	Phone Number	Date
73 William Feather Drive, Voorhees Township, NJ 08043		amitmishra.sap@gmail.com
Address	City, State, Zip	E-Mail

ECC Offers the following Proposal for Roofing:

☒ Remove Existing Roof Materials Down to Wood Deck:☐ 1 Layer ☒ 2 Layers ☐ Cedar Shakes ☐ Other _____
☐ Whole Roof ☐ Partial Roof Remaining Main House Roof - All Slopes Besides Lower Back Slope

☒ Install Owens Corning Ice & Water Shield: ☐ Titanium ☐ WeatherLock G ☒ Rhino/Other:
☒ Eaves ☒ 1 row 3ft ☐ 2 rows 6ft ☒ Valleys ☒ Walls ☒ Vent Pipes
☒ Chimney 1 ☐ Skylights ☐ Fan ☐ Low Slope Area _____.

☒ To The Remainder Of Roof Deck Install:
☐ Owens Corning Deck Defense ☐ Owens Corning ProArmor ☒ Rhino ☒ Synthetic
☐ 15 LB Felt Paper ☐ Other _____ To Roof Deck

☒ Install C3-1/2" Drip Edge to Eaves and Rakes, Choice of Color: ☐ White ☐ Brown ☒ Almond
☒ Install Starter Strip Shingles to All Eaves and Rakes. ☒ Owens Corning ☐ Tamko
☒ Install Shingles To All Areas of Roof ☒ Owens Corning Duration 50YR 130MPH.
☐ TAMKO Heritage 50YR ☐ Other: _____.
Choice of Color: Pacific Wave _____.

☒ Install Ridge Vent: ☒ To Main Ridges of Roof ☐ Other _____.
☐ Owens Corning 4' ProVent Ridge Vent ☒ Owens Corning Rolled Ridge ☐ Other: _____.

☐ Install Owens Corning InFlow Vent to: _____.

☒ Install hip & ridge caps to all ridges of roof:
☐ DuraRidge ☒ ProEdge ☐ Tamko Hip & Ridge ☐ _____.

☒ Remove Existing Attic Fan Cover Hole with Plywood. ☐ Use Existing Attic Fan
☐ Install Pro2 HT1 Attic Fan W/ Humidistat & Thermostat. (Electric Installed by Other)
☒ Remove & Replace All Plumbing Vent Pipe Flanges with:
☒ Aluminum ☐ Paint Pipe Collars ☐ Perma Boots ☐ Double Sleeve

☒ Install New Step Flashing Where Necessary.
☒ Install New Flashing and Counter Flashing to Chimney(s) # 1 Choice of Color: ☐ White ☐ Brown ☐ Black.
☐ Remove Satellite Dish ☐ Reinstall Satellite Dish (Not Responsible For Alignment)
☐ Install New Velux Skylight(s) (No Interior work) Model _____ Number of Skylights ____.
☐ Fixed ☐ Manually Venting ☐ Solar Venting ☐ Solar Blinds _____

☐ Install Low Slope Roof System to: _____
☐ Owens Corning DeckSeal. ☐ Mule Hyde ☐ Polyglass Polar Cap ☐ 1ply ☐ 2ply ☐ 3ply

☒ If this is a insurance claim any & all supplements for additional work will be paid to ECC.
☒ Solar panels are to be detached and reset by another company _____.
☐ _____
☐ _____

ECC agrees to:

•Remove all the trash and rake the grounds daily

•Take all necessary measures to protect landscaping and property.

•Use a magnetic sweeper to gather any scattered nails around property.

Any Permit cost will be added to final bill.

☒ Removal of all Project related debris: ☒ Dumpster Location street _____ ☐ Other: _____.

☒ Provide a 10 Year Warranty on any Leaks and Workmanship.

☒ Provide an Upgraded Owens Corning Manufacturer's Warranty:
☐ Platinum: 50 Year Non-Prorated Material & 25 Year Labor ☐ System Protection 50 Year Non-Prorated.

• Any rotten or damaged wood will be an additional charge of \$ 125 per 4'x8' sheet - 0 Sheets Included.

• Any rotten or damaged fascia boards will be replaced at \$ 22 per linear foot - 0 Feet Included.

• Work will begin approximately 1-2 week(s) from date of signed contract with deposit.

• Work will be completed in approximately 1 days.

• Prices include all applicable sales tax. • Dates and timing are dependent upon the weather.

• This quote is valid for thirty days from date on contract.

Installation Price	\$ <u>15,785.25</u>	"ECC Pay Later" Program _____
Discount	\$ _____	Financing Total _____
Amount of Sale	\$ <u>15,785.25</u>	Monthly Payment _____
Less Deposit	\$ _____	Application Number _____
Amount Due at Completion	\$ <u>15785.25</u>	

By signing this contract, you accept the above prices and the terms and conditions on both sides of this contract and you have been made aware of the Customer Awareness Letter. You will be required to pay the balance of the contract the day of job completion. Any additional expenses, i.e. Plywood and Permit, will be invoiced and due upon receipt. You are authorizing ECC to perform the work as specified in this contract. ECC over orders materials any materials left over is the property of ECC. NO VERBAL COMMITMENTS WILL BE HONORED ALL COMMITMENTS MUST BE STATED IN WRITING ON CONTRACT.ALL CREDIT CARD PAYMENTS WILL BE CHARGED A 3% SURCHARGE

_____	Amit Mishra	_____
Customer Signature	Print	Date
_____	Ryan Albano	_____
Authorized ECC Signature	Print	Date

TERMS AND CONDITIONS OF THIS CONTRACT

1. **ECC Roofing & Siding Representations:** ECC shall perform all work in a professional manner and in keeping with the industry standards. Contractor agrees that all work done pursuant to this contract shall be of a workmanlike manner using high quality materials and supplies. ECC will process all manufacture warranties upon full and final payment. Warranties will not be effective or enforced while a balance due remains outstanding on any job. Paid When Incurred Items: Damaged/ Rotted Rafters & Rafter Tails; Homeowner understands that in the event there is any rafters need to be replaced or repaired there will be an additional charge of up to \$150 Per Rafter repair or replacement. If gutter protection is removed by ECC we take no responsibility for warranty or condition of gutter protection. ECC is not responsible for drywall or plaster nail pops/cracks.
2. **Customer’s Representation:** Customer represents and warrants that (a)Customer is the owner of the property where the goods and services are being provided; (b) Customer will provide reasonable access to the property and the area on which the work is to be performed, including access to electrical outlets as may be required by ECC. (c) Customer will be responsible for preparation, moving and reinstalling of electrical or telephone wiring, water lines, power lines, plumbing, any disconnection and reconnection of alarm systems, and moving of shrubs and plants as required for performance by ECC under this agreement; and (d) Customer will be responsible for periodic maintenance of all products and caulking for finishing interior walls where windows or doors are installed by ECC.
3. **Condensation:** ECC is not responsible for conditions beyond its control, including condensation which may form on or within a window or between windows resulting from pre-existing conditions in the Customer’s home and external conditions. Reducing the humidity in your home will often remedy any condensation problems. ECC is not responsible for conditions beyond its control, including existing or developing spore or mold growth. Mold may be due to condensation which may form on or within walls or other surfaces resulting from pre-existing conditions in the customers home and internal or external temperatures. Customer indemnifies and holds harmless ECC and its employees, authorized contractors and their subcontractors from any claims at to the identification, detection, abatement, encapsulation or removal of mold, asbestos, lead based products or other hazardous substances inside or outside of the structure being improved.
4. **Payment and Security Deposit:** Any and all charges pursuant to this agreement are the sole responsibility of the Customer, including any amounts not covered by any insurance policy, unless otherwise agreed to in writing by Customer and ECC, Customer agrees to pay ECC thirty percent (30%) of the full price as a security deposit prior to ECC beginning any aspect of the construction process, including the ordering and delivery of any materials. The remaining seventy percent (70%) of the price is due upon substantial completion of the contract’s performance. Substantial completion is defined as the job being materially completed and/or functional as intended.
5. **No Set-Offs or Retention:** Upon substantial completion of the Contract’s performance, as defined herein above, Customer shall pay all amounts due under this agreement in accordance with its terms without any right or set-off or retention. If after making full payment, the Customer alleges that any work is defective in any respect, ECC, without waiving any of its rights, shall cause an inspection of the premises and perform any remedial work to the extent the Customer is entitled thereto under this agreement of ECC’s warranty at no cost to Customer.
6. **Late Charges, Expenses of Enforcement:** The Customer and ECC must approve any exceptions, in writing, and a finance charge of 2.5% per month will be applied to any unpaid balance after thirty days. In addition, Customer shall be responsible and reimburse ECC for all its out-of-pocket expenses incurred n exercising any of its rights or remedies under this agreement, including without limitation, reasonable attorney’s fees and expenses and fees and expenses of collection agencies, whether or not suit is brought. If ECC should bring court action, Customer and ECC agree that attorney’s fees equal to thirty percent (30%) of the total amount sought by ECC shall be deemed reasonable for purposes of this agreement. If the outstanding balance exceeds 90 days customer will forfeit the right to any Owens Corning upgraded warranty.
7. **Assignment:** Providing that Customer has valid effective insurance coverage for all or part of the services to be performed by ECC, the Customer further authorizes and directs their insurance carrier, mortgage company, and/or public adjuster to make direct payment to ECC for work performed. Customer, INTENDING TO BE LEGALLY BOUND HEREBY, further agrees to assign, promises to assign and does assign to ECC all of his/hers/its rights and benefits under the insurance policy to the extent necessary to pay ECC all of the sums due for work performed by ECC, as set forth in ECC’s invoice.
8. **Hold Harmless:** In the event that ECC is prohibited to perform recommended procedures, through no fault of ECC, Customer agrees to release and hold ECC harmless, and indemnify ECC against all claims or actions that may result from such action. ECC accepts no responsibility for any damage resulting from structural or other defects in the property at which the services are to be performed. ECC is not responsible for remedying structural defects. Additionally, ECC shall not be responsible for (a) any damages arising in whole or in part from strikes, fires, accidents, floods, governmental actions in any other causes beyond control of ECC; (b) any damages including without limitation, lost profits or reduction in value of customer’s property arising from ECC’s delay in performing under this agreement or due to its breach of this agreement; and (c) unintentional damage to landscaping, gas, electrical wiring, plumbing, telephone installations, collateral or incidental damage to interior or personal property, it being understood that Customer is responsible at its own cost for all preparations, protection, and/or moving of such items prior to Company’s commencement of the work. Warranties will not be effective or enforced while any balance due remains outstanding on any job.
9. **Entire Agreement, Modification of Agreement:** This agreement shall constitute the entire agreement between Customer and ECC, and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party. Once construction is in progress, modifications can be made via electronic communication.
10. **Electronic Acceptance:** Customer agrees that ECC may accept a facsimile or other electronic transmission of this agreement as an original, and that facsimile or electronically transmitted copies of Customer’s signature will be treated as an original for all purposes.
11. **Governing Law; Venue; Waiver of Jury Trial:** This agreement has been executed by ECC in, and shall for all purposes be deemed a contract entered into, the State of New Jersey. The rights of the parties under this agreement shall governed by the laws of the State of New Jersey without reference to conflict of law principles. Any part of this Agreement contrary to the laws of this State shall not invalidate any other parts of this Agreement. Any action between Customer and ECC shall be brought in any State of Federal Court located in the County of Gloucester, New Jersey, or at ECC’s sole option, in the State where the Customer is located. Customer, by its execution and delivery hereof, and ECC, by its acceptance hereof, hereby waives any right to a jury trial in any such proceedings.
12. **Cancellation:** Homeowner may cancel this contract at any time before midnight of the third business day after the date of the signed contract by sending a signed and dated written notice of cancellation by registered or certified mail with return receipt requested or by personally delivering a signed and dated written notice of cancellation to ECC’s office, located at 187 South Route 73, Suite D, Hammonton, NJ 08037. By cancelling this contract within the three-day period, homeowner shall be entitled to a full refund, which will be returned within thirty days of the cancellation.
13. **Customer’s Late Cancellation:** If Customer attempts to cancel this agreement at any time subsequent to midnight of the third business day after the date of the Agreement and ECC accepts such late cancellation, then Customer agrees to pay ECC a cancellation fee equal to 30% of the agreements full price to offset ECC’s incurred labor, administrative and material costs.
14. **ECC’s Cancellation:** In the event that ECC determines that this agreement cannot be performed as intended by the parties due, for example, to incorrect pricing, unforeseen structural defects or pre-existing conditions to the Customer’s property, ECC may cancel this agreement within 30 days of its execution, notify ECC of such cancellation in writing and return all monies paid by the Customer. ECC and the Customer have determined that a definite completion date is not the essence to this agreement.

NOTICE TO OWNER: You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights. Do not sign this contract in blank. Do not sign any completion certificate or agreement stating that you are satisfied with the entire project before this project is complete. Home repair contractors are prohibited by law from requesting or accepting a certificate of completion signed by the owner prior to actual completion of the work to be performed under the home repair contract.

THIS AGREEMENT IS EFFECTIVE ONLY UPON SIGNING BY BOTH PARTIES. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON BEHALF OF THE CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN.