

MARK WESTFALL ROOFING CONTRACTOR

(310)534-2419 Fax (310)534-9519

E-Mail: mwestfallroofing@gmail.com

Mail: 1891 N. Gaffey St., Suite L ■ San Pedro, CA 90731

Licensed & Insured: #716228, Class C-39

PURCHASER: **Cindy Newman**

PHONE: **310-936-4288**

ADDRESS: **132 8th St
Manhattan Beach, Ca.**

EMAIL: **cndynewman@aol.com**

This proposal is given for acceptance within **15** days from **February 8, 2023**. This proposal shall become a binding contract between the parties when signed by both Purchaser and Authorized Representative. This contract is not transferable.

CONTRACT

This Agreement made between **Cindy Newman** referred to as owner, and **Mark Westfall Roofing Contractors** License # 716228, Classification C-39, and herein referred to as Contractor. In consideration of the covenants set forth herein, contractor and owner agree as follows.

1). DESCRIPTION OF WORK TO BE DONE AND MATERIALS TO BE USED:

- **Replace 2 kitchen hoods and replace skylight.**
- **Remove 2 kitchen hoods from existing roof.**
- **Install 2 new kitchen hoods with end caps and screen.**
- **INSTALL Self Adhering cap sheet to K-hoods and tie in to the existing roof.**
- **Remove a 2' x 2' skylight and replace with a Lane Aire double dome (clear over white) fixed skylight.**
- **Seal and paint all pipe flashings.**
- **Clean roof of debris.**
- **Budget to install a silicone roof membrane system **\$7,000.00****

NOTES: Permit and Woodwork NOT included!

2). TERMS OF PAYMENTS AND ATTORNEY'S FEES

The contract price is **\$1,385.00 cash or check price.** It is understood and agreed by owner that the contract price is subject to late payment charge (finance charge) of 1 1/2% per month, which is an annual percentage rate of 18% computed on the total past due payment. (3) Payment upon completion of job (3% CC processing fee).

Payment Balance To: Mark Westfall Roofing on completion.

3). TIME OF PERFORMANCE

Work will begin approximately within **65** working days after receipt of signed contract, and the work will be substantially completed within **1** working days after starting date.

4). EXTRA WORK AND WORK CHANGES

No additional work will be performed without prior written authorization of the owner. Any such authorization shall be on a contract change order form showing the agreed terms and reasons for such changes and shall be approved by both parties in writing. Any such order-change forms are to be incorporated in and become a part of this contract.

5). WARRANTY AND DISCLAIMER

Contracts warrant all performed by it hereunder against original defects in workmanship for a period of **1- Call Back*** from the date on which work hereunder is completed. To the extent that work covered by this contract includes the installation of material by manufactured by others, contractor does not assume responsibility for the performance of such materials and shall not be liable for defects. Therein only to the extent of the respective manufacturer's warranties. The foregoing warranty is in lieu of all other warranties or guaranties, express, implied or statutory. This warranty applies when owner has complied in full of this contact including all payment due. All payments must be made to contractor in writing within the warranty period. Manufactures' Warranty of **5-Year warranty Lane-Aire on the skylight ONLY** Contractor shall not be liable for any damages during installation or for delays resulting from floods, earthquakes, or other acts of the elements, or from strikes, fires, acts of other contractors, governmental contracts, or acts of God, or from any other accidental or natural causes beyond its control. No roofing is suitable for use on a walk deck. Roofing applied in these areas is applied in accordance with owners' specifications. Mark Westfall Roofing Contractor assumes no liability or responsibility for leaks or damage in these areas. Mark Westfall Roofing Contractor may recover any antenna and/or guide wires that are installed in a manner that pierces roof membrane. Owner understands and agrees that if antennas and or wires are reinstalled by owner, or anyone else other than contractor, in a manner that pierces new roof membrane, all warranties in this contract are excluded. Warranty extends to applied roofing only and does not extend to interior damage or to air conditioning units, duct work, bases, conduits, and other similar equipment. Owner assumes all liability and responsibility for leaks or damage in these areas. If warranty claim by owner is determined to be fault other than contractors, a service charge will be made. Warranty extends to applied roofing only and shall be excluded if roofing is disturbed by sources other than contractor.

6). ABSENT CONTRACTOR'S NEGLIGENCE

Contractor shall not be responsible for damage to driveways, walks, curbs, plantings, trees, fences, shrubs, lawns, and walls, or interior furnishings or decorations, which, may occur during the roofing work.

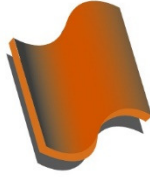
7). NOTICE TO OWNER

Under the Mechanic's lien law, any contractor, subcontractor, laborer, supplier or other person who helps to improve your property, but is not paid for his work or supplies, has a right to reinforce a claim against your property. This means that after a court hearing your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the subcontractor, or laborer or supplier remains unpaid. Under the law you may protect yourself against such claims by filing before commencing such work or improvement, an original contract for the work or improvement or a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall in addition to any conditions for the performance of the contract for the payment in full of the claims of all persons furnishing labor services, equipment or materials for the work described in said contracts.

8). STATE LICENSE BOARD

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTOR'S STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACT MAY BE REFERRED TO THE REGISTRAR OF THE BOARD WHOSE ADDRESS IS:

CONTRACTORS' STATE LICENSE BOARD, 1020 NORTH STREET, SACRAMENTO, CALIFORNIA 95814



Mark Westfall
Roofing Contractor

ROOFING REPAIR INFORMATION & SIGNATURE FORM

Cindy Newman
132 8th St
Manhattan Beach, Ca.

Please be advised that Roofing Repairs are done with NO WARRANTY or ASSUMPTION OF WARRANTY. While we take every step to accurately analyze and repair leak area(s) the possibility of continued problems remain. Please remember, we are attempting to correct problems created by others (in some cases incorrect building or roofing installation) or normal age / deterioration. If the described problem persists a further charge and or estimate will apply. To proceed with the repairs the Roofing Repair Form will need to be signed. On qualifying repairs (see below if your repair qualifies) a 1- time NO cost call back will be offered if described leak persists.

I acknowledge that I have read & understand that Roofing Repairs are done with **NO Warranty.**

Customer Signature: _____

Date: _____

1-call back for additional repairs if required in the work area

Please Return (1) one signed original back to above address.

LABOR & MATERIALS:

\$1,385.00

NOT INCLUDED:

See Above