

ROOFING CONTRACT

1. 1. Parties and Property

This Roofing Contract (the "Contract") is entered into on [EFFECTIVE DATE] between [OWNER NAME], located at [OWNER ADDRESS] (the "Owner"), and [ROOFING CONTRACTOR NAME], a [ENTITY TYPE] holding license or registration number [LICENSE NUMBER] and located at [CONTRACTOR ADDRESS] (the "Contractor"). The work will be performed on the structure located at [PROPERTY ADDRESS] (the "Property"), described as [BUILDING DESCRIPTION, e.g., single-family residence, two stories, approximately [SQUARES] squares of roof area, predominant pitch [PITCH]]. The Owner represents that it owns the Property or is authorized to contract for the work and that any homeowners association or historic approval required for the roof color and material has been obtained.

2. 2. Scope of Roofing Work

The Contractor will furnish all labor, materials, equipment, and disposal to perform the following: [ROOFING SCOPE, e.g., remove existing roof covering down to the deck; inspect and re-nail decking; install ice and water shield at eaves, valleys, and penetrations; install synthetic underlayment over the remaining deck; install new drip edge, valley metal, pipe boots, and step and counter flashing; install new [SHINGLE OR MEMBRANE TYPE] roofing; install ridge ventilation; install ridge cap]. The scope covers [ROOF AREAS INCLUDED, e.g., main house only / house and detached garage]. Excluded from this Contract are: [EXCLUSIONS, e.g., structural repairs, fascia and soffit replacement, gutters and downspouts, chimney masonry or crown repair, skylight replacement, interior repairs, solar panel removal and reinstallation, satellite dish reinstallation, attic insulation]. The Contractor will install all components in accordance with the published instructions of the manufacturer and the applicable building code.

3. 3. Tear-Off Versus Overlay

The Parties select the following method: [FULL TEAR-OFF OF ALL EXISTING LAYERS / OVERLAY OF A SINGLE NEW LAYER OVER THE EXISTING ROOF]. If tear-off is selected, the Contractor will remove [NUMBER] existing layer(s) down to the deck and haul them away; if additional layers are discovered beyond the number priced, the additional removal and disposal is billed at [ADDITIONAL LAYER PRICE] per square. If overlay is selected, the Owner acknowledges that an overlay may not be permitted by code or by the roof covering manufacturer, may shorten the service life of the new roof, may conceal deck damage, generally cannot be installed over more than one existing layer, and may limit or void the warranty of the manufacturer. The Contractor has advised the Owner of the condition of the existing roof, and the Owner has selected the method above with that understanding.

4. 4. Decking Inspection and Replacement Pricing

After tear-off, the Contractor will inspect the roof deck and will re-nail loose sheathing as required by code. The Contract Price includes replacement of [INCLUDED SHEETS] sheet(s) of decking. Additional deteriorated, delaminated, or rotted decking will be replaced at [DECKING PRICE PER SHEET] per [SHEET SIZE AND THICKNESS, e.g., 4x8 sheet of 7/16 inch OSB] or [DECKING PRICE PER BOARD FOOT] for plank decking, plus [FASCIA OR RAFTER REPAIR RATE] per linear foot for damaged fascia or rafter tails. The Contractor will photograph damaged areas, notify the Owner before installing replacement decking where practical, and provide a count of sheets replaced with the final invoice. The Owner acknowledges that deck condition cannot be determined before the existing roof is removed and that some deck replacement is common on older roofs.

5. 5. Materials, Colors, and Substitutions

The Contractor will install the following materials: shingles or membrane, [MANUFACTURER AND PRODUCT LINE], color [COLOR NAME]; underlayment, [UNDERLAYMENT PRODUCT]; ice and water shield, [ICE AND WATER PRODUCT] applied at [APPLICATION LOCATIONS AND WIDTH]; drip edge, [DRIP EDGE PROFILE AND COLOR]; pipe boots, [PIPE BOOT TYPE]; ventilation, [VENTILATION PRODUCT AND LINEAR FEET]; fasteners, [NAIL TYPE AND NAILS PER SHINGLE]. All components will be from the approved system of the manufacturer where a system warranty is being provided. If a specified product becomes unavailable, the Contractor will notify the Owner and may substitute a product of equal or better quality and comparable color only with the written approval of the Owner. Slight variation between a sample or photograph and the delivered color is normal and is not a defect.

6. 6. Contract Price and Payment

The total Contract Price is [CONTRACT PRICE], subject to adjustment for additional layers, decking replacement, and signed change orders. Payment is due as follows: [DEPOSIT AMOUNT] on signing or on material delivery, and the balance on completion and final inspection. No payment is due before materials are delivered to the Property or work has begun, except as permitted by applicable law. Payment is made by [PAYMENT METHOD] and amounts unpaid [LATE TRIGGER, e.g., 10 days] after the due date accrue interest at [LATE FEE PERCENTAGE] per month or the maximum rate permitted by applicable law, whichever is less. If a payment is not made when due, the Contractor may suspend work, and the Owner remains responsible for reasonable collection costs and attorney fees. Sales tax is [INCLUDED IN / IN ADDITION TO] the Contract Price where applicable.

7. 7. Insurance Claim Projects

If the Work is being paid through a property insurance claim, the Owner remains responsible for paying the full deductible of [DEDUCTIBLE AMOUNT], and the Contractor will not waive, rebate, absorb, or otherwise pay the deductible; doing so is unlawful in many states. The Contract Price on a claim project is the amount approved by the carrier for the scope of this Contract, including any supplement the carrier approves for items required by code or by field conditions, plus any upgrades the Owner selects in writing. The Contractor will document the scope, provide photographs, and communicate with the adjuster where the Owner authorizes it in writing, but the Contractor does not adjust, negotiate, or interpret the insurance policy on behalf of the Owner unless separately licensed to do so. Recoverable depreciation is typically released by the carrier after the work is complete and documentation is submitted, and the Owner will remit those funds to the Contractor within [DEPRECIATION REMITTANCE PERIOD, e.g., 10 days] of receipt.

8. 8. Permits, Code, and Inspections

The Contractor will obtain the roofing permit required for the Work and will schedule any required inspections, including a mid-roof or in-progress inspection where the jurisdiction requires one. Permit fees are [INCLUDED IN / IN ADDITION TO] the Contract Price. Where the applicable code requires items not included in the original scope — for example additional ice and water shield coverage, a specific number of fasteners per shingle, drip edge, or increased ventilation — those items will be installed and, on an insurance claim project, submitted to the carrier as a code supplement. The Contractor is responsible for installing the roof system in compliance with the code in effect at the Property and the instructions of the manufacturer, and will correct at its own cost any item that fails inspection because of its workmanship.

9. 9. Schedule, Weather, and Property Protection

The Work is scheduled to begin on or about [START DATE] and to be completed within [DURATION, e.g., 2 to 3 working days] of starting, weather permitting. Roofing is weather-dependent and the Contractor will not tear off more roof than can be dried in the same day. The completion date extends for rain, snow, ice, high wind, extreme temperature, material delivery delays, and unforeseen deck or structural conditions. The Contractor will protect the Property during the Work by [PROTECTION MEASURES, e.g., tarping landscaping and walls, covering pool and patio areas, plywood protection at entries, and covering attic contents where access is open]. The Owner will move vehicles from the driveway, remove or secure wall hangings and fragile items in the interior, and understands that hammering and foot traffic may dislodge items and can create dust in the attic space.

10. 10. Cleanup, Debris, and Nail Sweep

The Contractor will remove all torn-off roofing material, packaging, and surplus material from the Property and dispose of it lawfully. A dumpster or dump trailer will be placed at [DUMPSTER LOCATION], and the Owner authorizes its placement there; the Contractor will use protection under the container to prevent damage to the driveway but is not responsible for cracking of pre-existing damaged or deteriorated pavement. At the end of each work day and at completion, the Contractor will perform a magnetic sweep of the driveway, walkways, and accessible lawn areas for nails and metal debris, clean gutters of roofing debris generated by the Work, and remove debris from window wells and landscape beds. The Owner acknowledges that despite reasonable sweeps, some fasteners may remain, and the Contractor will return once within [NAIL RETURN PERIOD, e.g., 30 days] on request to re-sweep at no charge.

11. 11. Workmanship Warranty and Manufacturer Warranty

The Contractor warrants its workmanship against leaks caused by defective installation for [WORKMANSHIP WARRANTY PERIOD, e.g., 5 years] from the date of completion. The roofing materials carry the warranty of their manufacturer, [MANUFACTURER WARRANTY DESCRIPTION, e.g., a limited lifetime shingle warranty], which is provided directly by the manufacturer to the Owner and is subject to its own terms, exclusions, and proration. If an enhanced system or extended manufacturer warranty is included, it is [SYSTEM WARRANTY NAME AND TERM], it requires installation of the approved component system described in Section 5, and the Contractor will register the installation with the manufacturer within [REGISTRATION PERIOD, e.g., 30 days] of completion and provide the Owner with the registration confirmation and warranty certificate. Warranties do not cover damage from storms, hail, wind above the rated speed, falling objects, foot traffic, alterations or penetrations made by others, ventilation or insulation deficiencies not corrected by the Owner, ice damming, structural movement, or failure to maintain the roof and gutters.

12. 12. Insurance, Liability, and Existing Conditions

The Contractor will maintain commercial general liability insurance of at least [GENERAL LIABILITY LIMIT, e.g., \$1,000,000 per occurrence] and workers compensation coverage at statutory limits for its employees, and will furnish certificates on request. The Contractor is not responsible for pre-existing conditions or for damage that results from them, including deteriorated fascia, failing chimney masonry, inadequate attic ventilation, undersized framing, prior interior water damage, or a structure that cannot support the weight of the new roof system. The Contractor is not responsible for interior cosmetic damage caused by normal vibration during installation, such as hairline cracks in drywall or ceiling texture, or for dislodged attic insulation, unless caused by its negligence. Interior repairs from prior leaks are not included. The Contractor will repair damage to gutters, siding, landscaping, or pavement that it causes by its own negligence.

13. 13. Change Orders, Cancellation, and Dispute Resolution

Any change to the scope, materials, or price requires a written change order signed by both Parties, except that

decking replacement and additional layer removal are billed at the unit prices stated in Sections 3 and 4 with photographic documentation. If this Contract was signed at the Property or away from the permanent place of business of the Contractor, the Owner may have the right to cancel within three business days under federal and state home solicitation sales law, and on an insurance claim project many states also allow cancellation within a set period after the carrier denies the claim in whole or in part; the Contractor will provide the required written notice of cancellation. After that period, the Owner may cancel by paying for materials ordered or delivered, work performed, and reasonable restocking and demobilization costs. This Contract is governed by the laws of the State of [GOVERNING STATE], and disputes will be submitted to mediation in [MEDIATION LOCATION] before any [ARBITRATION / COURT] proceeding in [VENUE COUNTY AND STATE].

14. 14. Signatures

By signing below, both Parties confirm they have read this Contract, understand it, and agree to be bound as of the Effective Date. OWNER: [OWNER NAME]. Signature: _____. Printed Name: [OWNER SIGNER NAME]. Date: [DATE]. CONTRACTOR: [ROOFING CONTRACTOR NAME]. Signature: _____. Printed Name: [CONTRACTOR SIGNER NAME]. Title: [TITLE]. License Number: [LICENSE NUMBER]. Date: [DATE]. This Contract may be executed in counterparts, and electronic signatures have the same effect as original signatures.

15. Disclaimer

This template is provided for general informational purposes only and is not legal advice. Roofing is regulated differently in every state and many municipalities, and insurance claim work in particular is subject to strict rules on deductibles, public adjusting, contingency agreements, and required cancellation notices that vary widely and change often. Review and adapt this document for your jurisdiction, and consult a licensed attorney or your state contractor licensing board before using it on a claim-funded project. Use of this template does not create an attorney-client relationship with ScanContract.