



Christian's Roofing Contingency Agreement

Phone: 870-612-7285
AR License #: 0403410721

Representative: _____

Phone: _____

Email: _____

Name: _____ Date: _____

Street: _____ Cell Phone: _____

City: _____ State: _____ Zip: _____ Email: _____

Insurance Company: _____ Phone Number: _____

Claim Number: _____ Policy Number: _____

Date of Loss: _____ Adjuster: _____

We hereby submit our extent of work for:

- Tear Off _____ Ridge _____
- # of Squares Off _____ # Layers _____
- Pitch _____
- Recover Roof With _____ Hipp _____
- # of Squares _____
- Shingle Color _____
- Flashings**
 - Sidewall
 - Domer
- Decking**
 - OSB
 - CDX
- Underlayment**
 - Syn Felt _____ Rolls
 - Ice & Water _____ Rolls
- Metal Edge Color _____
- Hip Ridge _____
- Chimney S/M/L _____
- Pipe Flashings**
 - 1-2" # _____ 3-4" # _____ Spilt Boot: _____
 - PVC
 - Aluminum
- Ventilation**
 - Ridge (Length) _____ Exhaust _____
 - Off Ridge (Length) _____ Turbin _____

- Seal around all vents, pipes, and flashings
- ICE and Water Shield to local code
- Landscape Protection
- Haul Off Construction Debris
- Roll Magnet Through Yard
- Workmanship Warranty 2 yr.

- Siding Specs**
 - Type: _____
 - Size: _____
 - Profile: _____
 - Color: _____

- Gutter Specs**
 - Linear Feet: _____
 - Gutter Size:
 - 5" 6" Color: _____
 - Downspout Size:
 - 2x3" 3x4" Color: _____
 - Gutter Screens or Helmet Style

If this box is checked, the insurance carrier's estimate will serve as a scope and price of the work

This agreement is contingent on your insurance company agreeing to pay for the damages and Christian's Roofing's acceptance. In situ where supplements for additional work are necessary outside of the original scope of work. Christian's Roofing will seek approval from insurance company and will be entitled to proceeds Christian's Roofing negotiates for work completed. Christian's Roofing will faithfully negotiate with the insurance company on the policyholder's behalf without additional fees to the insured. The policyholder's signature also signifies acceptance of all terms and conditions of this agreement, including all terms on the reverse side hereof. Customer's out-of-pocket expense NOT to exceed the deductible, plus requested upsales not covered by insurance. Payment not due until each receipt of insurance proceeds.

Customer Initial

	Roofing Estimate	\$ <u>Replacement Cost Value</u>
	Deductible	\$ _____
	Total Cost	\$ <u>Insurance Proceeds</u>

In consideration for value and/or for Christian's Roofing L.L.C., (also defined as Christian's Roofing and/or Assignee) performing the duty of ensuring the restoration of the property (s) as stated on front of form, the below POLICYHOLDER (also defined as ASSIGNOR, INSURED, CLIENT and is defined to encompass both singular and plural persons or entities as listed below), does hereby transfer and assign to Christian's Roofing L.L.C. and any of its successors any and all rights, benefits, and proceeds due to the POLICYHOLDER under any applicable policies pertaining to the insurance claim(s) identified as and/or associated, but not limited to the satisfied Claim Number. This transfer and assignment of insurance claim(s) (AOC) also includes transfer of any rights of the Insured including demands, cause(s) of action of any kind, and to collect for extra contractual damages, consequential damages, statutory damages and common law damages. The AOC also allows Christian's Roofing to file a lawsuit in Christian's Roofing's name to collect the proceeds assigned herein.

POLICYHOLDER further agrees that any portion of work, betterment, depreciation or additional work requested by POLICYHOLDER or that may be necessary, but not covered by the insurance, must be paid by the POLICYHOLDER on or before its completion. POLICYHOLDER is responsible for payment in full of their applicable deductible(s) as outlined in the policy to Christian's Roofing upon Christian's Roofing's request.

POLICYHOLDER agrees that if the Insured's Insurance Company tries to pay the proceeds to the Insured and/or the Insured's mortgage lender, the Insured will assist Christian's Roofing to have those insurance proceeds made payable to Christian's Roofing L.L.C. Christian's Roofing is hereby granted a limited Power of Attorney by POLICYHOLDER to endorse and file all documents on behalf of POLICYHOLDER relating to any property damage to obtain insurance proceeds. Christian's Roofing is hereby granted a limited Power of Attorney by POLICYHOLDER to endorse any checks issued by an insurance carrier on behalf of POLICYHOLDER and deposit the same into the bank account of Christian's Roofing.

Christian's Roofing is hereby granted all rights to hire, retain, employ, direct any and all experts, or anyone else needed to perform Christian's Roofing's duty/duties, including the termination, layoff or otherwise separation of the above mentioned. POLICYHOLDER also agrees to allow access to the property by the above mentioned at any reasonable time.

POLICYHOLDER hereby authorizes its financial institutions and/or mortgage companies to communicate and release information in regards to POLICYHOLDER'S accounts regarding any payment by an insurance company relating to the loss. POLICYHOLDER agrees that Christian's Roofing may provide certain building materials , remediation/mitigation equipment and/or content/personal property replacement, Christian's Roofing's, accountants or competent parties to assist in preparing documents relating to Business Interruption/Loss of Use/Additional Living Expense. This provision is at the sole discretion of Christian's Roofing.

POLICYHOLDER is OBLIGATED to perform its duties under the insurance policy, including complying with all DUTIES AFTER LOSS listed in the insurance policy.

If POLICYHOLDER intentionally interferes with Christian's Roofing's ability to recover any proceeds and or monies due Christian's Roofing per this agreement. CLIENT shall pay Christian's Roofing the greater of: (a) 25% of Christian's Roofing estimate of damages or (b) Christian's Roofing incurred expenses plus 25%.

Any default relating to owed payment under this contract shall accrue interest at rate of 1.5% a month (18% per annum); Client further agrees that Christian's Roofing shall be entitled to reimbursement for costs of collection (including reasonable attorney's fees and costs) of unpaid amounts by the Client and for reasonable attorney's fees and costs for the breach, enforcement, or any terms of this agreement. To enforce any default or penalty clause associated with this contract, POLICYHOLDER consents to a lien on POLICYHOLDER'S real and personal property.

All suits, actions, and proceedings relating to this agreement and to work done by Christian's Roofing may only be brought in Independence County AR. Each party consents and agrees that the exclusive venue is Independence County AR. Prevailing party in any suit relating to this agreement is entitled to reasonable attorney's fees and costs

Severability: If any provision(s) of this agreement shall be held invalid, illegal, or unenforceable for any reason, but that by limiting such provision(s) it would become valid and enforceable, then such provision(s) will be deemed to be written, constructed, and enforced as so limited. Any remaining provisions will continue to be valid and enforceable, and shall not in any way be affected or impaired thereby.

Communication Consent and 10DLC Compliance: POLICYHOLDER consents to receiving text messages and phone calls from Christians Roofing L.L.C. and its affiliates regarding project updates, scheduling, follow-ups, and service related matters. These communications may be sent using an automated system for the efficiency. POLICYHOLDER understands that standard message and data rates may apply and that consent is not a condition of purchase. POLICYHOLDER may opt out at any time by replying STOP to any message.

Waiver of Contractual Right: The failure of either party to enforce any provision(s) of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel compliance with every provision of this agreement. IN WITNESS WHEREOF, the undersigned has deliberately caused this transfer and assignment of insurance claim to be duly executed and do attest that the signatories below are duly authorized to enter into this agreement on behalf of POLICYHOLDER and Christian's Roofing.

_____ Policyholder _____ Date

_____ Christian's Roofing Representative _____ Date