



Countrywide Builders Group, LLC

OKLAHOMA OFFICES

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 505 E. Main Street, Suite B • Moore, OK 73160 Office (405) 794-7939 • Fax (405) 759-7961



Date _____ Job# _____

| | | |
|-----------------------|----------------------------|------------------|
| Name _____ | HM# _____ | Policy# _____ |
| Address _____ | ALT# _____ | Claim # _____ |
| City, St, Zip _____ | Ins. Co. _____ | Deductible _____ |
| Insurance Agent _____ | Agent's Phone Number _____ | Deposit _____ |

ROOFING

- TEAR OFF _____
- UNDERLAYMENT _____
- INSTALL _____
- COLOR OF SHINGLE _____
- MANUFACTURERS WARRANTY _____
- R/REPLACE ROOF STACKS R/REPLACE ROOF VENTS
- VALLEY _____
- RIDGE _____
- INSPECT DECKING FOR ROTTEN WOOD
- R/REPLACE PLYWOOD _____
- INSTALL ICE & WATER SHIELD _____
- METAL EDGE _____
- REFLASH CHIMNEY _____
- ROLL YARD WITH MAGNETIC ROLLER (PICK UP NAILS)
- 2 YEAR ROOF NO LEAK WORKMANSHIP WARRANTY.

SIDING

- TEAR OFF _____
- INSTALL _____
- PROFILE _____
- COLOR OF SIDING _____
- MANUFACTURERS WARRANTY _____
- INSULATION _____
- FASCIA _____
- SOFFIT _____
- WRAP _____

GUTTERS

- R/R GUTTERS DOWNSPOUTS
- SIZE 5" 6" SIZE 2X3 3X4
- COLOR _____ COLOR _____

- 1 YEAR ON FLAT/LOW SLOPE ROOF WORKMANSHIP

Additional Information: _____

CONTINGENCY AGREEMENT

COUNTRYWIDE BUILDERS GROUP, LLC will invest its time and expertise in assisting the Customer with the damage inspection and assessment of the insurance claim. This service proposal is contingent upon the insurance company paying for the roof, gutters, and/or siding, etc. and will be void only if the claim is disallowed by the Insurance Company. The Customer and CWB will not be obligated unless the repairs are approved by the Customer's Insurance Company. The Insurance Company will determine and set the price of the claim. The Customer agrees to let CWB work with the Insurance Company and do the work as specified on the Insurance Scope of Loss Sheet. The Customer's only out of pocket expense will not exceed the deductible amount, plus any upgrades or decking/fascia replacement. There will be no additional cost to the Customer, unless upgrades are ordered or decking/fascia is needed. THE BALANCE IS PAID BY THE INS. CO. PER FINAL LOSS INVOICE.

Customer _____ Independent Sales Contractor for CWB _____ Cell# _____

We hereby propose to furnish material and labor - complete in accordance with above specifications for the sum of:
 \$ Per Insurance Scope of Loss for full replacement cost value on Insurance Scope of Loss Sheet including Contractor's Overhead and Profit, plus deductible, any upgrades, insurance supplements and decking or fascia replacement as needed.

Proposal written by: _____ Date: _____ Cell#: _____

➤ PLEASE MAKE ANY PAYMENT OR SUPPLEMENT PAYMENT TO INSURED & COUNTRYWIDE BUILDERS GROUP, LLC. FED TAX# 26-3536325.

Each project will be paid in full upon completion of each segment.

- ROOFING _____ SIDING _____ GUTTERS _____ OTHER _____

NO CASH ACCEPTED. All payments for work must be by personal or insurance check, money order, cashier's check made payable **ONLY** to **COUNTRYWIDE BUILDERS GROUP, LLC.** PERSONAL CHECKS FROM CUSTOMERS OR ENDORSED INSURANCE CHECKS THAT ARE MADE PAYABLE TO ANY ENTITY OTHER THAN COUNTRYWIDE BUILDERS GROUP, LLC., WILL NOT BE CREDITED TOWARDS CONTRACT BALANCE. Acceptance of Proposal --The above terms and conditions and those contained on the reverse side are satisfactory and are hereby accepted. CWB is authorized to do the work the Insurance Company specifies on the day that CWB chooses. READ NOTICE ON REVERSE SIDE.

Customer _____ THANK YOU! DATE: _____

Customer _____ THANK YOU! DATE: _____

Accepted by CWB Owner, Bill Bailey _____ DATE: _____

ADDITIONAL: TERMS OF AGREEMENT

THIS AGREEMENT IS BETWEEN COUNTRYWIDE BUILDERS GROUP, LLC ("COMPANY") AND THE CUSTOMER(S) NAMED ON THE FRONT SIDE, AND IS SUBJECT TO ALL APPLICABLE RULES, REGULATIONS, LAWS AND ORDINANCES OF THE STATE OF OKLAHOMA AND THE LOCAL JURISDICTION(S) OF THE PROPERTY LOCATION, AND THE FOLLOWING TERMS AND CONDITIONS: WHICH ARE MADE A PART OF THIS AGREEMENT.

ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR BREACH THEREOF, SHALL BE EXCLUSIVELY DECIDED AND SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION BEFORE A SINGLE ARBITRATOR PURSUANT TO THE CONSTRUCTION INDUSTRY ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. THE PLACE OF ARBITRATION VENUE SHALL BE EXCLUSIVELY LAWTON, OK U.S.A. VENUE SHALL BE EXCLUSIVELY IN COMMANCHE COUNTY, OK. JUDGEMENT ON ANY AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

- 1 By signing this Agreement, Customer certifies (under penalty of perjury) that Customer is the property owner or the Customer's agent or spouse with authority to enter into on behalf of the Customer and sign this Agreement.
- 2 All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders in the form of a "Contract Change Order" and will become an extra charge over and above the original contract price. Any representations, statement, or other communication not written in this Agreement or the Construction Disclaimer Agreement are agreed to be immaterial, and will not be relied upon by either party, and do not survive the execution of this Agreement. Customer to carry fire, tornado and other necessary insurance.
- 3 It is agreed that the amount of the Agreement shall be the amount equal to the amount found on the front of this Agreement, plus any Contract Change Order(s) and the terms and pricing schedule contained within the Construction Disclaimer. Supplement money paid by the Insurance Company for additional labor and materials needed beyond the original scope of repairs shall be paid directly to COUNTRYWIDE BUILDERS GROUP, LLC.
- 4 You the purchaser(s) may cancel this transaction anytime in writing prior to midnight of the third day after the date of this transaction. To cancel this transaction, mail or deliver a SIGNED, DATED AND NOTARIZED statement of cancellation to the above address as proof of your intent to cancel prior to midnight of the third day after the date of this transaction.
- 5 The final payment is due immediately upon work completion and shall not be held up while waiting for the city/county/state to inspect the work.
- 6 If the Customer cancels or terminates this Agreement later than three (3) days from the date the Customer signs this Agreement but prior to the commencement of work, such cancellation, termination or failure to initiate shall constitute breach of this Agreement. In such event, Customer shall pay as liquidated damages to the Company twenty five percent (25%) of the Agreement price as set forth in this Agreement. In the event that the Customer cancels or terminates this Agreement after work has commenced, the Customer shall pay the company the full contract price. These liquidated damages upon payment to Company shall release the Company from any and all other liabilities or obligations for work performed or not performed.
- 7 The Company has the right to order excess material. These materials will not be charged above the agreed upon price. All excess material belongs to the Company. CWB is authorized to do the work on the day that CWB chooses.
- 8 All agreements are contingent upon "*Force Majeure*". It is mutually agreed to by both parties that *Force Majeure* means and refers to acts of God: strikes, lockouts, material shortages, or other industrial disturbances; acts of public enemies; orders of any kind of government of the United States, the State of Oklahoma, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning, earthquakes; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, pumps, canals, or other facilities; partial or entire failure of necessary utilities; or any other causes not reasonably within the control of the party claiming such inability.
- 9 If any provisions of this Agreement should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected hereby.
- 10 The company is not responsible for any damage below the roof due to leaks caused by excessive wind of 60mph, ice dams, hail, pre-existing or future construction defects caused by storms or lack of maintenance during the warranty period or depressions in driveway or yard caused by trailers or dumpsters.
- 11 Should default be made in payment of this Agreement, charges shall be added from the date thereof at a rate of one and one half percent (1 ½%) per month with a minimum charge of \$5.00 per month. In the event that referral to an Attorney for collection of amounts owed under this Agreement becomes necessary, or in the event that arbitration or other legal action is necessary to enforce the provisions of this Agreement, the prevailing party shall be awarded costs and reasonable attorney's fees.
- 12 ANY PERSON OR COMPANY SUPPLYING LABOR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.
- 13 Company's current written workmanship warranty and applicable written manufacture's warranties on materials shall apply and are not transferable or assignable, unless otherwise specifically stated or agreed to in writing. To obtain warranty services, the contract amount must be paid in full. ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

PERMITS/INSPECTIONS/ZONING: The Customer shall obtain at their expense, all necessary permits from the city or county.

CANCELLATIONS: All cancellation rights of the parties must be disclosed! Consult your attorney for any specific cancellation requirements.

MODIFICATION: Any modification to this Agreement which changes the cost, materials, work to be performed, or the estimated completion date must be in writing and signed by all parties.

ACKNOWLEDGMENT: The Customer hereby acknowledges that he/she/has been provided with a copy of this Agreement, Construction Disclaimer Agreement and has read the above and agrees to the terms and conditions found on the front and back of this Agreement.