

Terms and Conditions

This contract and any agreement made pursuant thereto (the "Agreement") is between Lonestar Contracting (the "Company") and the customer named herein on the reverse side. This Agreement is subject to all appropriate law, regulations, and ordinances in the State of Texas and these terms and conditions.

1. This Agreement is composed of this page, the reverse (or front page) side of this page. The Pre-Start Checklist, the Scope of work Attachment if applicable, and all other documents referenced in or incorporated into this Agreement.
2. Each Agreement is subject to approval of our credit department and office without exception. This Agreement and all applicable warranties shall not be assigned except by or with the written permission of the Company.
3. 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 (1 1/2) PERCENT PER MONTH (18% PER ANNUM) WITH A MINIMUM CHARGE OF \$2.00 PER MONTH IF PLACED IN THE HAND OF AN ATTORNEY FOR COLLECTION. YOU SHALL PAY ALL ATTORNEYS FEES, COSTS, AND LEGAL FILING FEES INCURRED.
4. The Company shall have no responsibility for damages from rain, fire, tornado, windstorm, or other perils, as it is normally contemplated to be covered by HOMEOWNER'S INSURANCE or BUSINESS RISK INSURANCE, or unless a specified written agreement be made therefor prior to commencement of the work at your residence (the "Project") During the duration of the Project, your homeowner's insurance will be responsible for any interior damage as long as the Company has taken appropriate action to protect the roof during the repair/replacement period. The Company is not responsible for any mold, fungi, interior damage resulting from mold or fungi, or the abatement of any said items.
5. The quotation on the face hereof does not include expenses or charges for bond insurance premiums or costs beyond normal insurance coverage and any such additional expenses, premiums, or costs shall be added to the amount of the Agreement.
6. Replacement of deteriorated decking, fascia boards, and roof jacks, ventilators, flashing or other materials, unless otherwise STATED IN THIS AGREEMENT are NOT INCLUDED and will be charged as an extra, on a time and material basis.
7. This Company shall not be liable for failure of performances due to labor controversies, strikes, fires, weather, inability to obtain materials from usual sources, or any other circumstances beyond the control of the Company, whether of a similar or dissimilar nature.
8. The Company is not responsible for any damages on or below the roof due to leaks by excessive wind driven rain, ice, or hail during the period of warranty. EXCESSIVE WIND IS 65 MPH THE WARRANTY IS NON-TRANSFERRABLE.
9. IF THIS AGREEMENT IS CANCELLED BY THE CUSTOMER LATER THAN 3 DAYS from its execution, customer shall pay to the Company twenty percent (20%) of the insurance proceeds awarded by your insurer as liquidated damages, not as a penalty, and the Company agrees to accept such as a reasonable and just compensation for said cancellation.
10. THIS CONTRACT CANNOT BE CANCELLED ONCE WORK IS COMMENCED ON THE PROJECT EXCEPT BY MUTUAL WRITTEN AGREEMENT OF THE PARTIES.
11. ANY REPRESENTATIONS, STATEMENTS, OR OTHER COMMUNICATIONS NOT WRITTEN ON THIS AGREEMENT ARE AGREED TO BE IMMATERIAL, not relied upon by either party, and do not survive the execution of this Agreement. This Agreement may not be amended, modified, or otherwise changes except by a writing executed by the parties. If any provision of this Agreement should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this contract shall not be affected thereby.
12. The Company's maximum liability in the event of any default by it shall be the original cost of labor and materials for the Project which you agree shall be a liquidated sum. You hereby release, indemnify, and hold the Company (including its owners, employees, and agents) harmless from and against all other liabilities, claims, causes of action, damages, losses and expenses (including attorneys fees and costs) including by not limited to any property damage or personal injury incurred by your or any other party related to or arising out of the services rendered by the Company on the Project. This indemnification extends to all responsibilities and undertaking as set forth in this Agreement and all warranty exclusions as indicated in this Agreement and in the warranty provided to you by the Company.
13. If there are solar panels on the roof, homeowner agrees to take all necessary steps to remove, protect and reinstall the same. Under no circumstances will the Company be responsible for damage to them during the Project.
14. The Company is not responsible for construction problems associated with your home. If pointed out to the Company, we will attempt to assist you on correcting them on a time and material basis.
15. The Company is not responsible for any damages related to leaks from skylights unless the Company completed the skylight replacement as part of the Project.
16. Warranty is for 2 years on roof replacement, 1 year on siding replacement, 1 year on gutter repairs, and 1 year on all other repairs (including interior work)
17. Payments are to be made: Half down payment AND customer agrees to our percentage of completion billing policy company reserves the right to bill proportionately based on percentage of work complete. Customer understand that the company may issue a stop work order if requested progress payment is not received.
18. Pay per Trade Policy: Customer agrees to pay in full at the completion of each trade on the project. Company reserves the right to collect payment in full per trade prior to beginning on the next trade.
19. Company Retainage Policy: Customer agrees to pay in full at the completion of each trade on the project. Company reserves the right to collect payment in full per trade prior to beginning on the next trade.
20. The Company's failure to enforce any right under this Agreement shall not be construed as a waiver of any subsequent right to enforce the same or any other right, term or condition.
21. You, the consumer, may cancel this transaction at any time prior to the midnight of the 3rd business day after the date of this transaction. See the attached Notice of cancellation form for an explanation.