



63 East 11400 S.  
Sandy UT 84014

801-680-9384

This proposal may expire after 30 days from:

Date: 8-11-21

Name: Eaglewood Clubhouse

Phone: 801-299-0088

Job Address: Eaglewood

Alt Phone:

NSL UT

Email/Fax:

Contractor:

Address:

**Artisan Roofscapes**, a Utah corporation, hereinafter called the Company, for a price indicated below, agrees to provide material and/or labor described below, hereinafter referred to as the Project in this Agreement, for Owner.

**Description of the work, materials and equipment to be installed: Removal and disposal of existing shingles. Tile and matching Tile trim Units. Ice shield (4 rows)100% on lower slopes, Ventilated battens ( 8 rows) Synthetic felt on the balance. Rake metal on all gables, Metal Standing Seam on lower slope front porch area, with HT Ice shield on roof. High wind installation included. All roof related wall flashings, eave metal, and valley metal. No flat work included. No Permit included in this bid. All material and labor by Certified installers.**

**Installation complete per factory specifications by certified Installers**

Customer Initials/Date

### Installation and Style Options

		Pricing (Initial approved item)	
Base Style	<b>New England Slate SD ULT/ 24 ga. Kynar standing seam metal on all lower slopes and lower roofs</b>	<b>\$131,973.00</b>	
Additional Options			
Notes:		Price includes labor, material, and tax	
		Tile Color	
		Metal Color	
		<b>Total</b>	\$
		Deposit (33% due upfront)	\$
		Balance	

**MAKE ALL CHECKS PAYABLE TO Artisan Roofscapes**

\* Major credit cards accepted with a 2% additional charge

#### I. Contract Price

- In addition to any other charges specified in this Contract, Owner agrees to pay Company \$\_\_\_\_\_129,871.00\_\_\_\_\_ for completing the work described above as the Project.

#### II. Payment

- Owner agrees to pay to Company the Contract Price in the following manner:

- i. 1/3 upon execution of the contract;
  - ii. 1/3 upon the delivery of tile; and
  - iii. The final 1/3 as progress payments.
2. Progress payments may be billed as frequently as work and materials are delivered and installed.
  3. Progress payments will be calculated using the percentage of completion relative to the Contract Price remaining.

**III. Interest**

1. Payments due and not paid shall bear interest from the date payment is due at the rate of 18 percent per annum (1.5 percent per month).
2. When payment is withheld pending settlement of a bona fide dispute on the quantity, quality, or timeliness of the work to be performed under this Contract, interest shall accrue only on the amount ultimately paid.

**IV. Company Warranty**

1. Company agrees to provide, upon written request, the roofing product manufacturers standard warranty.
  - i. To warrant for five years, workmanship and accessories other than the roofing product (shingles or tile).
  - ii. Product manufacturers standard warranty is expressly limited to the replacement or repairing of the roofing material and does not include any subsequent damage to other areas of the building.
2. Company agrees that all work shall be done according to manufacturer's specifications unless specifically noted in the Project description or installation details above, or unless specifically directed in writing and agreed to by signed signature of the Company.
3. Owner agrees that no guarantee or warranty is made by Company regarding repair work, partial roof jobs, paint jobs, faulty carpentry work, chimneys, gutters, fascia or other areas of workmanship related to the roof for which Company has no control over and that Owner accepts responsibility for these related areas.

**V. Owner Responsibility**

1. Owner agrees to make available, at Owner's sole expense, electrical power for the Project at the Project site, to be accessible within fifty (50) feet of the roof.
2. Owner agrees to provide accessibility for all necessary and required trucks and equipment to within fifteen (15) feet of the roof.
3. Owner agrees to hold Company harmless for any loss, damage, or expense arising out of or in connection with any property lost or damaged or damage to the Project building during work in progress due to Acts of God, vandalism, theft, or other actions of third parties outside the control of Company.
4. Owner shall accept all responsibility for damage or delay due to hidden conditions, including preexisting conditions affecting the Project building directly or the surfaces and landscape near or around the Project building, including but not limited to those conditions known to the Owner which have not been reported or disclosed to the Company.

**VI. Damage, Changes or Alterations**

1. Owner shall accept all responsibility for damage, changes, or alterations to all surfaces and landscape near or around the Project building for work in connection with this Project.

**VII. Completion**

1. Owner agrees that immediately upon completion of the work, the Owner will sign a Company Completion Certificate.

**VIII. Additional Charges and Costs**

1. An additional cost may be assessed in the event that snow removal, sheathing replacement, or labor not included in the Project description or installation details above, and in such an event will be added to the next progress payment.
2. Owner agrees that Company has not waived or relinquished in any manner or to any degree the rights to any lien it may hereafter have and in the event it is necessary for Company to file a lien in relation to this Project, Owner will be responsible to pay any such lien costs and fees.

**IX. Owner Representations**

1. Owner represents that Owner has reported to Company any and all conditions known to Owner which may not be apparent to Company and which might significantly increase cost of work or delay completion. These concealed conditions include, but are not limited to hazards on the Project site, unsuitable soil conditions, prior defective work of others, and earlier attempts to do similar or related work.
2. By signing, Owner represents that Owner has read this Contract, received a copy thereof, and is familiar with and agrees to the terms, conditions and responsibilities set forth herein.

**X. Attorney Fees**

1. In the event it becomes necessary for Company to hire an attorney to enforce the terms of this contract or for any other reason in connection with this Project, Owner agrees to pay all costs of such legal proceedings, including reasonable attorney fees.

**XI. Modification**

1. By signing, the parties hereby agree that this document contains the entire agreement between the parties and that this Contract shall not be modified, changed, altered or amended in any way except through a written amendment signed by both parties hereto.
2. Any changes or alterations from the Project description or installation details above will require a written change order, signed by both parties hereto prior to additional work, and may be subject to additional cost based upon the sole determination of the Company.
3. At the time of this signing, no representative of Company has made any statements, representations or agreements, verbal or written modifying or adding to the terms and conditions of this Contract herein set forth.

**XII. Severability**

1. If any provision of this Contract or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Contract nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead all other terms shall remain in force and be enforced to the maximum extent permitted by law.

**XIII. Separate Counterparts**

1. This Contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single Contract.

**XIV. Governing Law and Venue**

1. This Contract shall be governed, interpreted and enforced in accordance with the laws of the State of Utah.
2. The parties hereby agree that any dispute between them will be resolved, if legally possible, in a state district court located within the City and County of Salt Lake City, State of Utah.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Signature of representative of Artisan Roofscapes

\_\_\_\_\_  
Date of Signature

