

CONTRACT

Ashbrook Roofing & Contracting
101 S Martinson St
Wichita, KS 67213
(316) 402-8470

Sales Representative
Scott Grabham
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Cedar Mills Property Management
Job #1757
644 N Bluff Ave
Wichita, KS 67208

Estimate #	1462
Date	9/17/2025

Item	Description	Amount
Remove and Replace Roof System	Remove and Replace Roof System	\$18,800.00

Sub Total	\$18,800.00
Total	\$18,800.00

JOB DETAILS

Additional Layers Found: \$0.25/Sqft
Decking replaced due to damage, rot, space decking under shakes, code: \$2.00/Sqft

Any additional work required will not be performed without approval. Pictures provided.
Clean area with roller magnet for nails when complete.

Roof Details:
Full tear off and haul away (1 layer)
Shingle: Limited Lifetime Architectural
Underlayment: Synthetic
Flashings: 1 1/2" drip edge, pipe boots, heater cap
Vents: Turtle Vents
Ridge: Hip/Ridge
Valley: Closed valley with ice & water barrier
Starter: Starter on all rakes and eaves
Workmanship Warranty: (5) years

Terms and Conditions

This Agreement constitutes the entire understanding of the parties, and no other understanding, collateral or otherwise, shall be binding unless in writing signed by both parties. **"ARC"** being **Ashbrook Roofing & Contracting**.

Replacement of deteriorated decking, fascia boards, roofing jacks, ventilators, flashing, or other materials, unless others stated in the contract, are not included and will be charged as an extra fee on a reasonable time and material basis.

The parties agree that in the event of breach of any warranty, either expressed or implied, the liability of **ARC** shall be limited to the labor cost of replacing the defective work. **ARC** shall not be liable for any other damages either direct or consequential.

Warranty applies to restoration work only. Warranty is non-transferable. **ARC** is not responsible for any damage to interiors, rafters, and/or any and all housing structures resulting from vibration due to roofing process. **ARC** is not responsible for any water damage to interiors or interior contents due to water leaks from roof prior to replacement roof installation or during warranty period unless such water damage is directly attributable to inadequate replacement roof installation. **ARC** shall not be liable for any cracks or damages to driveways, walkways, or sidewalks either caused or not caused by **ARC** and/or its sub-contractors.

In the event **ARC** and Owner become involved in a dispute regarding this contract or the work performed hereunder or monies due **ARC** hereunder or any breach hereof, both Owner and **ARC** agree to "binding arbitration". These rules will be decided by arbitration in accordance with current Construction Industry Arbitration Rules of the American Arbitration Association unless both parties mutually agree otherwise. The resulting award by the arbitrator(s) shall be binding and final. Judgment may be entered upon the award in any court having jurisdiction.

Owner acknowledges and agrees that material warranties are limited warranties issued by material manufacturers and are subject to terms and limitations from each respective manufacturer.

ARC agrees to perform its services in a reasonable and customary manner which will protect the roof and underlying building area from water and moisture intrusion. Mold and fungus growth in or on the roof and underlying building are not included in any warranty nor do we claim that the roof and underlying building areas will remain free from mold and fungus growth.

ARC undertakes no testing for the growth of mold or fungus existing at the property and Owner hereby waives any and all claims for, and **ARC** assumes no liability for any action, suit debt or damages, including incidental and consequential damages, judgments, executions, claims and demands whatsoever, in law or in equity, whether known or unknown, and whether matured or not matured, which Owner ever had, now has, can, shall or may have against **ARC**, for, or upon, or by reason of any manner, cause, or thing whatsoever, that results from the growth, development, intrusion, of mold or fungus on, in or into the subject roof and underlying building area. Owner acknowledges that it is recommended to maintain property and perform regular roof maintenance.

Payment: **ARC** requires 50% of the contract price upon delivery of materials, or first insurance check. The remaining balance is due, in full, upon the completion of the job unless financing has previously been arranged or working with insurance company. **ARC** shall have the authority to charge and assess collection costs and expenses, including reasonable attorneys' fees, and penalties and interest for the late payment or nonpayment thereof. All payments shall be made to **ARC** at the address listed on this contract. Any warranty, either expressed or implied is not effective unless/until this agreement is paid in full.

Warranty: **ARC** warrants to Owner that **ARC** will perform its work in a workmanlike manner and the work will be free of any defects, considering the original condition of the premises and property. **ARC** extends a five (5) year workmanship warranty for the work that is completed. This warranty does not cover weather-related damages including force winds (50 MPH), lightning to roof, hurricane, tornado, hail damage, impact foreign objects or other violent storm or casualty, or damage to roof due to settlement distortion, failure or cracking of the roof deck, wall or foundation of building.

Terms: Owner agrees to retain **ARC** to replace and or repair the roof at the aforementioned property with the assumption that **ARC** will obtain Owner's insurance company's approval and payment for said work and **ARC** will be entitled to all insurance proceeds, supplements, overhead and profits from the claim. It is understood and agreed that **ARC** is authorized to contact my insurance carrier and meet its representative (s) in order to negotiate the payments (as to the amount of damage to the aforementioned property) and to discuss the repair or replacement work to be completed at the property. Owner's out-of-pocket expense will not exceed the Owner's deductible for any work agreed upon between the insurance carrier and **ARC**, unless the Owner chooses to upgrade material. Owner agrees to provide all necessary documentation for claim (and will also provide all pertinent documentation to facilitate payment from insurance carrier and/or Mortgage Company). **ARC** reserves the right to file or settle claims arising from material or labor increases, or insurance estimates which are proved to be incorrect or incomplete. **Owner may cancel this transaction without penalty or obligation within three (3) business days from the date of acceptance by mail or delivery of a signed and dated written notice to ARC.**

This Authorization shall be governed by the laws of the State of Kansas. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. The failure of either party to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance. This Agreement shall bind and inure to the benefit of the heirs, executors, administrators and assigns of the parties hereto.

I HAVE READ THE CONTRACT COMPLETELY AND UNDERSTAND THE TERMS.

Owner	Date	Ashbrook Roofing & Contracting, LLC	Date
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