

# ROOFING AGREEMENT

**How to use this template:** Fill in every field before presenting to a homeowner. Update the Materials table for each job. Do not use a prior job's template without reviewing all sections. Laws governing deposits, lien rights, and right-of-cancellation requirements vary by state. Have this agreement reviewed by a licensed attorney in your state before use. Pay particular attention to Section 0 (Right of Cancellation and the required Notice of Cancellation form), Section 7 (late-interest rate), Section 11 (pre-lien notice deadlines), and Section 12 (arbitration clause) as these sections carry the highest degree of state-to-state variation and compliance risk.

## SECTION 0 - RIGHT OF CANCELLATION

### NOTICE OF RIGHT TO CANCEL

You, the buyer, may cancel this agreement without any penalty or obligation within three (3) business days from the date you sign. To cancel, you must notify the Contractor in writing at the address listed in Section 1 before midnight of the third business day following the date of this agreement.

For transactions covered by the FTC Cooling Off Rule (16 CFR Part 429), which applies to most residential roofing contracts signed at the homeowner's property for \$25.00 or more, federal law requires the Contractor to furnish the homeowner with two (2) completed, detachable copies of the "NOTICE OF CANCELLATION" form below at the time of signing. The homeowner retains one copy; the second copy is signed and returned to the Contractor to exercise the right to cancel. Contractor must provide these forms regardless of whether the homeowner invited the Contractor to their home.

Many states have broader cancellation rights than federal law. This clause and the attached cancellation form should be reviewed by a local attorney before use.

DETACHABLE – Complete both copies at time of signing. Homeowner retains one; Contractor retains one. Cut or tear along this line.

### NOTICE OF CANCELLATION (Print in 10-point boldface type per 16 CFR § 429.1(b))

Date of Transaction: \_\_\_\_\_

**You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.**

**If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.**

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do not make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice to:

[Contractor Name], at [Contractor Business Address]

NOT LATER THAN MIDNIGHT OF \_\_\_\_\_ (enter date: three business days after transaction date)

I hereby cancel this transaction.

Date: \_\_\_\_\_ Buyer's Signature: \_\_\_\_\_

DETACHABLE – Second copy. Cut or tear along this line. Contractor retains this copy.

**NOTICE OF CANCELLATION (Print in 10-point boldface type per 16 CFR § 429.1(b))**

Date of Transaction: \_\_\_\_\_

You may **CANCEL** this transaction, without any Penalty or Obligation, within **THREE BUSINESS DAYS** from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within **TEN BUSINESS DAYS** following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do not make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice to:

[Contractor Name], at [Contractor Business Address]

NOT LATER THAN MIDNIGHT OF \_\_\_\_\_ (enter date: three business days after transaction date)

I hereby cancel this transaction.

Date: \_\_\_\_\_ Buyer's Signature: \_\_\_\_\_

## SECTION 1 - PARTY IDENTIFICATION

### Contractor

Company Name
License Number
Liability Insurance Provider
Liability Policy Number
Workers' Compensation Provider
Workers' Compensation Policy Number
Business Address
Phone
Email

### Homeowner / Property Owner

Full Name
Property Address

Assessor's Parcel Number (APN)
Billing Address (if different)
Phone
Email

## SECTION 2 - SCOPE OF WORK

Contractor agrees to perform the following work at the property address listed above.

### Work to be performed:


### Example language:

"Contractor will remove [ ] layer(s) of existing shingles from the entire roof surface, inspect roof decking, install [underlayment brand and product], [shingle brand, product line, and color], ridge cap shingles, and metal drip edge at all eaves and rakes. Flash all roof penetrations, including [list: chimney / skylights / pipe boots / vents]."

### The following items are explicitly EXCLUDED from this scope:

- Rotted or damaged decking replacement (subject to change order if discovered)
- Gutter installation or repair
- Fascia or soffit repair
- Interior repairs of any kind

Other:

### Photo and Documentation Consent

Homeowner grants Contractor permission to photograph and video-record the property, including the roof, exterior surfaces, and any interior areas directly affected by the scope of work, for the purpose of documenting job-site conditions, work progress, completed work, and compliance records. Images and recordings may be stored in Contractor's field management and job-record systems.

Homeowner initials: \_\_\_\_\_ Date: \_\_\_\_\_

## SECTION 3 - MATERIALS

Contractor will install the materials listed below. No substitutions will be made without written homeowner approval.

Item	Brand	Product / Grade	Color / Specification
Underlayment			
Shingles			
Starter Strips			
Ridge Cap Shingles			
Drip Edge			
Ice & Water Shield			
Pipe Boots / Flashing			
Other			

All materials carry the manufacturer warranties described in Section 9.

## SECTION 4 - PROJECT TIMELINE

Estimated Start Date	
Estimated Completion Date	
Permit Approval Required Before Start	<input type="checkbox"/> Yes <input type="checkbox"/> No

### Delay language:

Contractor is not responsible for project delays caused by: weather conditions that prevent safe or effective work; permit processing delays outside the Contractor's control; manufacturer lead times or material shortages; or discovery of unforeseen conditions requiring additional scope (see Section 6 - Change Orders). In the event of a delay exceeding two (2) business days, Contractor will notify the homeowner in writing within 24 hours.

## SECTION 5 - CLEANUP AND DEBRIS REMOVAL

Contractor will perform the following upon job completion:

- Remove all old roofing materials from the property
- Perform a thorough magnetic nail sweep of all accessible ground areas surrounding the structure
- Haul all debris to a licensed disposal facility
- Remove any dumpster or waste container within [ ] business days of job completion

### Dumpster placement location:

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### Disposal cost:

- Included in the contract price
- Billed separately at:

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## SECTION 6 - CHANGE ORDERS

No work beyond the scope described in Section 2 will be performed without a signed change order.

### Standard change order language:

"All changes to the agreed scope must be documented in a signed change order specifying cost and timeline impact. Work will not proceed until the homeowner approves in writing."

Each change order must include:

- A description of the additional or modified work
- The additional cost
- Any adjustment to the project timeline
- Dated signatures of both Contractor and Homeowner

**Discovery items:** If conditions not visible prior to the start of work are discovered during the project (including but not limited to rotted decking, hidden water damage, or additional shingle layers), Contractor will stop work on the affected area, notify the homeowner immediately, and issue a written change order before proceeding.

**Building code note:** In most jurisdictions, discovery of two or more existing shingle layers requires a full tear-off of all layers before new shingles can be installed. If this condition is found, a change order will be issued for the additional tear-off labor and disposal prior to work continuing.

## SECTION 7 - PAYMENT TERMS

### Total Contract Price:

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### Payment Schedule:

Milestone	Amount Due	Percentage

Deposit - At signing	\$	%
Materials Payment - When materials arrive on site	\$	%
Final Payment - Upon job completion and walkthrough	\$	%
TOTAL	\$	100%

**Accepted payment methods:**

Payments not received within [ ] days of their due date will accrue interest at 1.5% per month on the outstanding balance. *Note: 1.5% per month equals 18% APR, which exceeds usury limits for consumer contracts in some states. Confirm this rate is permissible in your state with local counsel before use.*

**State law notice:** Deposit limits for home improvement contracts vary by state. In some states, deposits are capped by law regardless of contract amount. Contractor confirms this payment schedule complies with applicable state law. Homeowner should confirm their rights under local law before signing.

## SECTION 8 - TERMINATION

Either party may terminate this agreement by providing written notice under the following conditions:

- The other party materially breaches the terms of this agreement and fails to cure the breach within five (5) business days of receiving written notice; or
- Work must be suspended for more than [ ] consecutive calendar days due to causes outside the terminating party's control.

**Notice Method:**

Written notice under this section must be delivered by certified mail with return receipt requested, or by email with delivery confirmation, to the address or email address listed in Section 1.

**Upon termination by either party:**

Homeowner owes Contractor for all work completed and all materials delivered to or ordered for the job site as of the termination date, calculated at the contract unit rate. Contractor will return any unearned portion of the deposit within [ ] business days of termination. Neither party waives any rights to seek damages for breach of contract.

**SECTION 9 - WARRANTY**

**Workmanship Warranty:**

Contractor warrants all labor and workmanship against defects for [ ] year(s) from the date of completed installation. This warranty covers roof leaks and installation defects attributable to Contractor's work.

This warranty does not cover:

- Damage caused by storms, hail, wind, ice, or other weather events
- Damage caused by foot traffic or unauthorized modifications after installation
- Damage caused by building settlement or structural movement
- Manufacturer defects (covered under manufacturer warranty below)

**Warranty Claim Process:**

To make a warranty claim, homeowner must notify Contractor in writing at the contact information listed in Section 1 within a reasonable time after discovering the defect. Contractor will inspect the reported issue within [ ] business days of receiving written notice and will advise the homeowner in writing whether the defect is covered under this warranty.

**Manufacturer Warranty:**

Product	Manufacturer	Warranty Term	Coverage Level
Shingles			
Underlayment			
Other			

Manufacturer warranty documentation will be transferred to the homeowner upon project completion.

## SECTION 10 - INSURANCE AND PERMITS

### Contractor Insurance Coverage:

Coverage Type	Provider	Policy Number	Coverage Amount
General Liability			\$ per occurrence
Workers' Compensation			Active <input type="checkbox"/> Yes <input type="checkbox"/> No

Certificates of insurance are available upon request. Contractor maintains all coverage listed above throughout the duration of this project.

### Subcontractor Coverage:

Any subcontractors used on this project will be required to carry their own general liability insurance in amounts not less than those carried by Contractor. Proof of subcontractor coverage is available upon request.

### Permits:

- Contractor is responsible for obtaining all required permits prior to the start of work.
- Homeowner is responsible for obtaining all required permits prior to the start of work.

Permit cost:  Included in contract price

Billed separately at:

Work will not begin until all required permits have been obtained and posted at the property.

## SECTION 11 - LIEN RIGHTS NOTICE

**NOTICE TO PROPERTY OWNER - READ CAREFULLY:**

Under the laws of your state, any contractor, subcontractor, laborer, supplier, or other person who helps improve your property but is not paid for their work or supplies may record a mechanic's lien against your property. A valid mechanic's lien can result in you paying twice for the same improvement.

To protect yourself, you may require Contractor to provide a signed lien waiver or release before each payment is made.

Contractor reserves the right to file a mechanic's lien against the property described in this agreement in the event of nonpayment of amounts due under this contract or any signed change order.

*Note: Lien rights pre-notice requirements, timing, and language vary significantly by state. This clause should be reviewed and modified by a local attorney to comply with your jurisdiction before use. Important: In many states, a contractor must serve a formal preliminary notice, sometimes called a "pre-lien notice" or "preliminary notice to owner," within a fixed number of days of first furnishing labor or materials, regardless of what the contract says. For example, in California, most contractors must serve a 20-day preliminary notice to preserve lien rights; in Texas, a residential contractor must serve written monthly notices by specific statutory deadlines. Missing the statutory deadline forfeits lien rights entirely, even when this contract clause is present. This clause does not substitute for timely preliminary notice under state law. Confirm your state's pre-lien notice requirements and deadlines with a local attorney before starting work.*

## SECTION 12 - DISPUTE RESOLUTION

Homeowner Initials: \_\_\_\_\_ Date: \_\_\_\_\_

*(Some states require the homeowner to separately initial and date a binding arbitration clause in a home-improvement contract for the clause to be enforceable. Confirm your state's requirements with local counsel.)*

In the event of a dispute arising from or related to this agreement, the parties agree to the following process in order:

1. **Direct negotiation:** Both parties will attempt to resolve the dispute in good faith within 15 calendar days of written notice from either party.
2. **Mediation:** If direct negotiation does not resolve the dispute, both parties will submit to mediation with a mutually agreed-upon mediator. Mediation costs will be split equally.
3. **Binding arbitration:** If mediation does not resolve the dispute within 30 days of the first mediation session, the dispute will be submitted to binding arbitration at the following location and under the following rules:

City, State
Arbitration Body

The arbitrator's decision will be final and enforceable in any court of competent jurisdiction.

- Litigation will only be pursued after the above steps are exhausted.

The prevailing party in any arbitration or litigation proceeding shall be entitled to recover reasonable attorney's fees and costs.

**Governing Law:**

This agreement shall be governed by and construed in accordance with the laws of the State of [ ], without regard to conflicts of law principles.

*Note: A binding arbitration clause is generally enforceable under the Federal Arbitration Act. However, some states impose additional requirements for home-improvement contracts, including: (1) a requirement that the homeowner separately initial the arbitration clause; (2) limits on cost-shifting provisions a court finds unconscionable; and (3) restrictions on arbitration of certain consumer claims. Section 12 should be specifically reviewed by a local attorney before use.*

**SECTION 13 - SIGNATURES**

By signing below, both parties confirm they have read, understand, and agree to the terms set forth in this agreement and any attached exhibits. Each party will receive a fully executed copy.

**Contractor**

Signature
Printed Name
Title
Date

**Homeowner / Property Owner**

Signature
Printed Name
Date

**Second Property Owner (if applicable)**

Signature
Printed Name
Date

This agreement, including all signed change orders, constitutes the entire agreement between the parties regarding the work described herein. Any modification to this agreement must be in writing and signed by both parties. Verbal agreements made before or after signing are not binding.

**CHANGE ORDER LOG**

Change Order #	Date	Description	Additional Cost	Homeowner Signature	Contractor Signature
1			\$		
2			\$		

3			\$		
4			\$		

## INSURANCE CLAIM ADDENDUM

**OPTIONAL – Complete this addendum only when the roofing work is funded in whole or in part by a property insurance claim. This addendum is incorporated into and made part of the Roofing Agreement dated \_\_\_\_\_.**

### A. Insurance Deductible Payment Notice

#### NOTICE TO HOMEOWNER – READ BEFORE SIGNING:

Your property insurance policy requires you to pay a deductible as a condition of your claim. Under the laws of Texas, Oklahoma, Colorado, and a growing number of other states, it is a criminal offense for a roofing contractor to waive, absorb, rebate, or credit your insurance deductible on your behalf, directly or indirectly. This prohibition applies regardless of any verbal representation made before signing.

**Contractor will not waive, absorb, rebate, or otherwise reduce the homeowner's deductible obligation under any circumstances.**

Deductible Amount (as stated in insurance claim)	\$
Insurance Carrier	
Claim Number	
Date of Loss	

**Homeowner Acknowledgment:** I have read and understand the above notice. I agree to pay the full deductible amount stated in my insurance policy and understand that Contractor is prohibited by law from waiving, absorbing, or crediting this amount.

Homeowner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Homeowner Printed Name: \_\_\_\_\_

## **B. Insurance Proceeds and Payment Schedule**

Insurance-funded payments will follow the milestone schedule in Section 7 of the Agreement, subject to the actual disbursement schedule of the homeowner's insurance carrier. If insurance proceeds are disbursed in multiple payments (e.g., Actual Cash Value upon claim approval and Recoverable Depreciation upon completion), the homeowner is responsible for forwarding each disbursement to Contractor within [ ] business days of receipt.

Homeowner agrees to cooperate fully with insurance adjuster inspections and to notify Contractor of any supplement approvals within [ ] business days of receiving written approval from the insurance carrier.

## **C. Supplemental Claims**

If Contractor identifies damage or code-required work not included in the initial insurance estimate, Contractor will prepare and submit a written supplement to the insurance carrier. Homeowner authorizes Contractor to communicate directly with the insurance carrier regarding scope and pricing adjustments. Any supplement amounts approved by the insurance carrier will be incorporated as signed Change Orders per Section 6 before additional work proceeds.

## **D. State-Law Notice**

State laws governing insurance deductible payments and contractor conduct vary. In Texas, contracts of \$1,000 or more involving an insurance settlement must include written notice that the policyholder must pay the deductible; insurers may request proof of deductible payment. In Oklahoma and Colorado, similar deductible-protection statutes apply, with criminal penalties for violations. This addendum should be reviewed by a local attorney to confirm compliance with your state's law before use.

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