

ROOFING CONTRACT

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This Roofing Contract (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[ROOFING CONTRACTOR LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [CONTRACTOR ADDRESS], holding contractor license no. [LICENSE NUMBER] ("**Contractor**"); and

[PROPERTY OWNER NAME(S)], residing or located at [OWNER ADDRESS] ("**Owner**").

Contractor and Owner are each a "**Party**" and together the "**Parties**."

Recitals. Owner owns or controls the property located at [PROPERTY ADDRESS] (the "**Property**") and wishes to engage Contractor to replace, repair, or install roofing as described below (the "**Work**"), and Contractor wishes to perform that Work on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

1. Scope of Roofing Work

1.1 The Work. Contractor will furnish all labor, materials, equipment, and supervision necessary to perform the roofing work described in **Exhibit A** (the "**Work**"), which may include [tear-off of existing roofing / installation of new roofing / flashing / underlayment / ventilation / gutters], in a good and workmanlike manner.

1.2 Materials and system. The roofing system will use the materials specified in **Exhibit A**, including [shingle / membrane / metal type, brand, color, and weight], underlayment, flashing, and fasteners. Substitutions of equal or better quality require Owner's prior approval.

1.3 Tear-off and decking. Unless **Exhibit A** states otherwise, Contractor will remove existing roofing down to the deck and inspect the decking. Replacement of damaged or rotted decking beyond [SPECIFY ALLOWANCE, e.g. the first 2 sheets] is an extra handled by change order at [\$ per sheet / per board foot].

1.4 Permits and code. Contractor will obtain any required roofing permit and will perform the Work in compliance with applicable building codes and manufacturer installation requirements, so as not to void the manufacturer's material warranty.

1.5 Exclusions. The Work excludes anything not in **Exhibit A**, including [e.g. structural repair, skylight replacement, interior repairs, solar components], unless added by change order.

2. Price and Payment

2.1 Contract price. Owner will pay Contractor the total contract price of [AMOUNT] for the Work, subject to additions and deductions by change order.

2.2 Deposit and progress payments. Owner will pay a deposit of [AMOUNT / PERCENTAGE] on signing (not exceeding any maximum permitted by applicable law), with the balance payable [on substantial completion / per the schedule in Exhibit B].

2.3 Final payment. Owner will pay the final balance within [NUMBER, e.g. 7] days after completion of the Work, passing of any required inspection, and removal of debris.

2.4 Insurance-funded work. If the Work is funded by a property-insurance claim, the Parties will cooperate on documentation; however, Owner remains responsible for the contract price, including any deductible, regardless of the insurer's payment, except as otherwise required by applicable law.

2.5 Late payment. Undisputed amounts not paid when due accrue interest at the lesser of [e.g. 1.5%] per month or the maximum rate permitted by applicable law.

3. Schedule and Weather

3.1 Start and completion. Contractor will begin the Work on or about [START DATE] and complete it within approximately [NUMBER] working days, subject to weather and extensions under this Section.

3.2 Weather delays. Roofing is weather-dependent. Contractor may reschedule work to protect quality and safety during rain, wind, or unsafe conditions, and the completion date will be equitably extended for such delays.

3.3 Dry-in. If the Work cannot be completed in a single period, Contractor will take reasonable steps to keep the roof weather-tight (dry-in) at the end of each work session.

4. Site Conditions, Cleanup, and Safety

4.1 Site protection. Contractor will take reasonable steps to protect landscaping, siding, windows, and Owner's property near the work area, including the use of tarps and ground cover.

4.2 Debris and cleanup. Contractor will remove all roofing debris and will make a reasonable effort to remove stray nails and fasteners from the grounds using a magnetic sweep on completion.

4.3 Safety. Contractor is responsible for the safety of its operations, including fall protection, and will comply with applicable occupational safety requirements. Owner will keep household members and pets clear of the work area.

4.4 Driveway and access. Owner will provide reasonable access for delivery and dumpster placement at [LOCATION] and will disclose any septic lines, sprinkler heads, or other below-grade features near the access area.

5. Change Orders and Concealed Conditions

5.1 Changes. A change to the Work takes effect only when both Parties sign a written change order describing the change and its effect on the price and schedule.

5.2 Concealed conditions. If, after tear-off, Contractor discovers rotted decking, prior improper installation, structural issues, or hidden damage, Contractor will stop affected work, document the condition (including photographs where practical), notify Owner, and the Parties will execute a change order before proceeding.

5.3 No oral changes. Contractor is not obligated to perform, and Owner is not obligated to pay for, extra work performed without a signed change order, except in a documented emergency to protect life or property.

6. Warranties

6.1 Workmanship warranty. Contractor warrants its installation workmanship to be free from defects causing leaks for **[NUMBER, e.g. 5]** years after completion, except for damage from storms, impact, foot traffic, alterations by others, or Owner neglect.

6.2 Manufacturer warranty. The roofing materials carry a separate manufacturer warranty as described in **Exhibit A**. Contractor will register the manufacturer warranty where applicable and provide Owner the documentation. The manufacturer warranty is provided by the manufacturer, not by Contractor.

6.3 Warranty remedy. During the workmanship warranty period, Contractor will, at its expense, repair leaks covered by Section 6.1 within a reasonable time after written notice. These warranties are in addition to any warranties implied by applicable law that cannot be waived.

7. Insurance, Liens, and Indemnification

7.1 Contractor insurance. Contractor will maintain, at its expense, commercial general liability insurance of at least **[AMOUNT]** per occurrence and workers' compensation as required by applicable law, and will provide certificates of insurance on request.

7.2 Lien waivers. On request and at final payment, Contractor will provide, and will obtain from its suppliers and subcontractors, lien waivers for the amounts paid, and will keep the Property free of liens arising from Contractor's failure to pay parties it engaged.

7.3 Indemnification. To the fullest extent permitted by applicable law, Contractor will defend, indemnify, and hold harmless Owner from third-party claims for bodily injury, death, or property damage to the extent caused by the negligence or willful misconduct of Contractor or its subcontractors in performing the Work.

8. Default, Termination, and Disputes

8.1 Owner default. If Owner fails to make an undisputed payment when due and does not cure within **[NUMBER]** days of written notice, Contractor may suspend or terminate the Work and recover amounts due for Work performed.

8.2 Contractor default. If Contractor materially fails to perform and does not cure within **[NUMBER]** days of written notice, Owner may terminate and engage others to complete the Work.

8.3 Right to cancel. Where applicable law gives Owner a right to cancel a home-solicited contract within a stated period, that right applies, and Contractor will provide any required cancellation notice.

8.4 Dispute resolution and governing law. Before filing suit, the Parties will attempt in good faith to resolve any dispute through direct discussion and, if unresolved, through **[MEDIATION / ARBITRATION — discuss with counsel]**. This Agreement is governed by the laws of the State of **[STATE]**, and the Parties submit to the courts located in **[COUNTY, STATE]**.

9. General Provisions

9.1 Independent contractor. Contractor is an independent contractor. Nothing creates a partnership, joint venture, agency, or employment relationship.

9.2 Assignment. Neither Party may assign this Agreement without the other's prior written consent.

9.3 Notices. Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

9.4 **Entire agreement; amendment.** This Agreement, together with its Exhibits and signed change orders, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

9.5 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

9.6 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CONTRACTOR	OWNER
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE]	Title: [N/A]
License no.: [LICENSE NUMBER]	Date: _____
Date: _____	

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