

Insurance Company: \_\_\_\_\_ Claim Number: \_\_\_\_\_  
 Adjuster's Name: \_\_\_\_\_ Adjuster's Phone Number: \_\_\_\_\_



Family Business Since 1961  
**HOLDEN ROOFING, INC.**

2732 SOUTH PADRE ISLAND DR.  
 CORPUS CHRISTI, TEXAS 78415  
 (361) 876-1512  
 Toll Free 1-888-553-1318



**CONSULTATION AND ASSISTANCE AGREEMENT**

**HOMEOWNER**

Name(s) \_\_\_\_\_  
 Street \_\_\_\_\_  
 City, State \_\_\_\_\_  
 Phone Number \_\_\_\_\_

**WORK TO BE PERFORMED AT:**

Street \_\_\_\_\_  
 City, State \_\_\_\_\_  
 (THE "PROPERTY")

Thank you for selecting Holden Roofing, Inc. to assist You with your roof repair or replacement.

IF THE INSURANCE COMPANY DOES NOT APPROVE YOUR CLAIM THIS AGREEMENT AUTOMATICALLY TERMINATES. IF THAT HAPPENS, YOU WILL NOT OWE ANYTHING TO HOLDEN AND HOLDEN WILL NOT BE REQUIRED TO PERFORM ANY REPAIRS OR REPLACEMENTS

**In many instances, homeowners do not receive a fair or full repair or replacement allowance from their insurance company.** You intend to make a claim to Your insurer concerning Your roof at the Property ("Claim") and retain Holden Roofing, Inc. to assist as experienced roofers in the claims process.

Holden Roofing, Inc. agrees to provide its representatives' time and expertise as roofers to assist You with Your Claim. Holden Roofing, Inc. will evaluate your roof and meet and consult with adjusters and other carrier representatives as necessary and appropriate regarding the amount of damage to Your roof, the appropriate repair or replacement and the reasonable cost of the repair or replacement.

You authorize and appoint Holden Roofing, Inc. to provide these services. As consideration for these services, You agree to select Holden Roofing, Inc. to perform the repair or replacement to your roof that the insurance carrier authorizes (according to the insurance company's authorized specifications) for an amount equal to the total replacement cost value that the insurance company determines (before any deduction for your deductible, which you must pay). You agree to provide Holden Roofing, Inc. with a complete copy of any information your carrier provides to You pertaining to Your claim. Further, You agree and give Holden Roofing, Inc. permission to request and receive information from the above listed Insurance Company regarding the above claim number. You agree to meet with Holden Roofing, Inc. promptly, but no later than 7 days, after receiving Your insurance proceeds to select shingles (according to the insurance company's authorized specifications) and colors so that Holden Roofing can begin work promptly.

You agree that Holden Roofing, Inc. is providing services under this Agreement with the understanding that Holden Roofing, Inc. will perform the repair or replacement to Your roof as described above and that Holden Roofing, Inc. would not provide these valuable services without this Agreement. If, after entering into this Agreement and Your insurance claim is approved, You choose not to replace Your roof or You retain another roofer to perform the repair or replacement authorized, You agree to pay Holden Roofing, Inc. as compensation and liquidated damages, not as penalty, 20% of the replacement cost value of your roof.

**AGREED:**

**HOMEOWNER**

Signature \_\_\_\_\_  
 Address \_\_\_\_\_  
 Date \_\_\_\_\_

**HOLDEN ROOFING, INC.**

By: \_\_\_\_\_  
 \_\_\_\_\_  
 (Printed Name)  
 Authorized Representative of Holden Roofing, Inc.

Salesman [REDACTED]

Cell# [REDACTED]



Set In Stone Since 1961

**HOLDEN ROOFING**



5804 Babcock Rd. #380 • San Antonio, Texas 78240  
(210) 630-9322 • 1-888-553-1318

Job No. \_\_\_\_\_  
 Material Purchased on Right Side in driveway  
 Ins. Co. [REDACTED]  
 Date [REDACTED]

Proposal Submitted To:

Work To Be Performed At:

Name \_\_\_\_\_  
 Street \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_  
 Home Phone \_\_\_\_\_ Cell/Work \_\_\_\_\_

Street \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_  
 Home Phone \_\_\_\_\_  
 Fax \_\_\_\_\_ E-mail \_\_\_\_\_

UPON ACCEPTANCE BY YOU, THIS PROPOSAL WILL BECOME A LEGALLY BINDING "CONTRACT" INCLUDING ALL THE PROVISIONS ON THE REVERSE SIDE.

Holden Roofing, Inc. ("Holden") proposes to perform the work and furnish the materials below for the price stated in this Contract to [REDACTED] ("You")

- Re-roof  New roof  Repair
- Tear off existing roof to deck
- Replace rotten decking 1-3 sheets included \$50 per additional sheet as needed
- #15 felt paper  #30 felt paper
- 1 1/2" Drip Edge (Color) match roof
- Closed valley system
- 20" valley flashing  90 lb. rolled roofing
- 1 1/4" roofing nails \_\_\_\_\_ boxes
- Starter shingles
- Install matching ridge caps
- Hand nail shingles  Air gun shingles
- Re-flash Chimney(s), skylights, and walls as needed 8x8  Brick  Wood
- Wind Turbines  remove  keep  replace \$ \_\_\_\_\_
- PVC Air Hawks  remove  keep  replace \$ \_\_\_\_\_
- Electric power vent:  remove  keep  replace \$ \_\_\_\_\_
- Rubber or Lead Pipe Jacks  1/2"  2"  3"  4"
- Roof vent:  4"  8" Pitch: 5/12 Color match roof
- Remove roofing trash from gutters and job site
- Roll yard/driveway with magnetic nail sweeper
- Seal HVA vents replace cap
- Paint all vents to match shingles
- Re-deck  OSB Decking  CDX Decking
- Your choice of color shingles Driftwood
- 3 year labor warranty

Professionally Install Owens Corning:

- Classic 20  Supreme 25 \$ 4,522.62
- Oak Ridge® 30 Year \$ \_\_\_\_\_
- Duration 30 Year/110 mph \$ \_\_\_\_\_
- Duration Premium Limited Lifetime/130 mph \$ \_\_\_\_\_
- Ridge Vent add \$ 190 if wanted  2 1/2" nails  Ringshank
- High Profile Ridge add \$ \_\_\_\_\_ if wanted
- Algae Resistant Shingles add \$ \_\_\_\_\_ if wanted
- Radiant Barrier Decking add \$ \_\_\_\_\_ if wanted

Extras and Additional Details:

Protect anything footer sees around house. Watch out for plastic wire in back yard

Job Total Is: \$ 4522.62 Proposal Price: \$ 4,522.62  
 Down Payment: \$ 0  
 All approved insurance supplements go to Holden Roofing, Inc. Due at Completion: \$ 4522.62

Holden Roofing, Inc. agrees to furnish the materials and services specified above for the price and on the terms stated in this Contract. Any additions or alterations to the scope of specified work, including soffit, fascia, rafters and siding during installation, or changes in materials are binding only upon execution by You and Holden Roofing, Inc. of a separate written change order stating the additional price to be paid for the addition or alteration. You agree that Holden Roofing, Inc. shall be entitled as an original contractor to a mechanic's lien to ensure payment for the work performed under this Contract. You may cancel this contract at anytime prior to Midnight of the Third Business Day after date of this Contract. See attached notice of cancellation form for explanation.

Acceptance of Proposal

Respectfully submitted for Holden Roofing Inc. [REDACTED]  
 (This proposal is withdrawn if not accepted within 7-14 days). The prices, specifications, terms and conditions included in this Contract are acceptable and are hereby accepted. Holden is authorized to do the specified work. If this is an insurance claim, first insurance check & deductible are due upon job completion. All checks made payable to Holden Roofing.

Accepted this \_\_\_\_\_, 20\_\_\_\_ Homeowner [REDACTED] Homeowner [REDACTED]

**THOUSANDS** of satisfied customers (and still counting....)

## ADDITIONAL CONTRACT PROVISIONS

ALL OF THE PROVISIONS ON THE FRONT AND BACK OF THIS CONTRACT ARE MATERIAL TERMS OF THIS CONTRACT AND APPLY TO THE WORK TO BE PERFORMED UNDER THIS CONTRACT BETWEEN "YOU" AND HOLDEN ROOFING, INC. ("HOLDEN")

### PAYMENTS

1. Payment is due in full at Holden's offices in Richmond, Texas upon completion of the work. For work that will extend more than 30 days on site, payment for materials used and work completed is due and payable on the tenth (10th) day of the month following the month in which the work was performed or materials delivered to your site. Holden will invoice You approximately monthly but your total payment obligations shall not be diminished or released in the event you do not receive an invoice.
2. Payments not received by Holden within five (5) calendar days of the due date are deemed in default and shall bear interest from the date due at the lesser of 15% per annum or the maximum rate of interest permitted by law. In addition to principal amounts and interest owed, You agree to pay Holden's reasonable collection costs, including attorney fees and filing fees, if Holden places any amount in default for collection. Once approved, Holden is to re-roof within sixty (60) days of insurance company approval. In the event that You want to delay repairs past sixty (60) days, a deposit of 30% is required.

### BE SAFE-AVOID HAZARDS TO YOU AND YOUR PROPERTY

3. Roofing work involves construction and demolition and can result in falling debris. You agree not to enter or permit guests or invitees to enter the work area while work is ongoing. HOLDEN IS NOT RESPONSIBLE FOR INJURIES TO YOUR OR YOUR GUESTS WHO ENTER THE WORK AREA.
4. Replacing Your roof is a dirty job. Dust and debris will enter your house and attic during the process. Use care in lowering your attic stairs after re-roofing to avoid any overlooked debris that may fall.
5. Your landscaping is important to us and we will try to avoid damage, but some damage may occur during roof tear-off and construction. You agree that we are not responsible for damage to landscaping resulting from normal construction activities.
6. You agree to provide Holden and material distributors unobstructed access to your driveway while work is in progress. The equipment and materials used in replacing a roof are heavy. You agree that Holden is not responsible for driveway and curb damage that results from settling, compression, or inadequate support of your driveway and curbs.

### CONSTRUCTION MATTERS NOT INCLUDED

7. Replacing a roof frequently exposes pre-existing structural problems. You agree that repairing pre-existing structural problems is not a part of this Contract and Holden is not obligated to make such repairs. The appearance of pre-existing deflections from sagging rafters or trusses may be accentuated by a new roof system and You agree that Holden is not responsible if this occurs.
8. Building Codes and good building practices require that air conditioning, water and electric lines and pipes be located a safe distance below roof decking. You agree that Holden is not responsible for nail penetrations to air conditioning, water or electric lines or pipes that are located less than 3" below the bottom surface of the roof deck or any resulting damages.
9. Fiberglass shingles installed in cold weather may not lay completely flat immediately. This characteristic is more prevalent with heavier shingles. You agree that Holden is not responsible for changes in appearance resulting from this characteristic of fiberglass shingles.
10. Properly installing a new roof may (and frequently does) require the removal and replacement of existing flashing. During installation, siding adjacent to the flashing that is old, worn or deteriorated may break, crack or tear. You agree that Holden is not responsible for any consequential damage to siding resulting from replacing flashing. Holden is not responsible for slight scratching or denting of gutters.
11. Removing and replacing an old roof creates vibration that may be transmitted throughout the house. YOU AGREE TO REMOVE ITEMS HANGING FROM INSIDE AND OUTSIDE WALLS, SOFFETS AND CEILINGS. You agree that Holden is not responsible for damage caused to or by falling items. Holden is not responsible for nailpops or hairline cracks in sheetrock.
12. It may be necessary or prudent to remove roof-mounted equipment (e.g., satellite dishes, antennas, solar panels, weather stations, etc.). You agree to have removed and reinstalled/adjusted at Your cost roof mounted equipment. Holden may remove such equipment if you do not, but will have no obligation to reinstall or align the equipment, including satellite dishes.
13. You agree to retain a qualified, licensed electrician to disconnect and connect electrical accessories (e.g., powered vents) attached to the roof. Our installers are not licensed electricians.
14. Replacement of deteriorated decking, fascia boards, roof jacks, ventilators, flashing or other materials, unless otherwise specifically stated on the front of this Contract, is not included in the Contract. Holden is not obligated to perform such work unless You and Holden make a separate written agreement. If such work is necessary to protect the roof or insure the roof's integrity. You agree to have such work performed before Holden completes the roof. You agree that Holden is not responsible for work performed by other contractors.

### WARRANTY AND LIMITATIONS

15. Please Cooperate. We want you to be a satisfied customer. We warrant that our installers will perform their work in a good and workmanlike manner and that our roof will be free from leaks caused by defects in our installers' workmanship for the time stated on the face of this Contract. We will provide labor to repair roofing system components we installed but our liability is limited to performing such repair WHICH IS THE SOLE REMEDY AVAILABLE UNDER THIS CONTRACT. This warranty applies to completed repair work, but only as to the roof area where Holden performed the repair. If you sell the house during the warranty period, Holden will honor this labor warranty to the new owner until the sooner of one year from the date you sell your house or the end of the time stated on the face of this Contract. Extended Warranty periods may be available to the new owner subject to agreement in writing by Holden and the new owner and payment of a fee for such extended warranty period.
16. Roofing materials are separately warranted by the manufacturer. Holden will transfer all such warranties to you upon payment in full. You agree to complete the manufacturer's warranty documentation and submit it to the manufacturer.
17. You agree to notify us within 24 hours of discovering a leak and to take reasonable immediate actions to prevent further damage. Holden will send a representative to any reported leak. Multiple inspections may be necessary to determine the cause of a leak. You agree to cooperate with such inspections by providing Holden reasonable access at reasonable times to the interior and exterior of your property to investigate a leak.
18. YOU RELEASE HOLDEN FROM AND AGREE NOT TO PURSUE CLAIMS AGAINST HOLDEN FOR ENVIRONMENTAL CONDITIONS, INCLUDING (BUT NOT LIMITED TO) THE PRESENCE OF MOLD, CLAIMED TO BE CAUSED OR WORSENERED BY MOISTURE, LEAKS OR WATER, EVEN IF SUCH CONDITIONS ARE CLAIMED TO BE CAUSED BY ANY NEGLIGENCE OF HOLDEN OR ITS INSTALLERS.
19. You agree that Holden is not responsible for damages from fire, windstorm, hail, tornadoes, hurricanes or other hazards to work in progress or completed work, even if it occurs during the warranty period, absent a separate written agreement signed by You and Holden before work is commenced. You agree that when things specifications are exceeded by wind or any other force, any labor warranty is void. You agree to maintain in force a policy of Homeowner's insurance covering casualty to your property from such conditions. Holden's limited warranty does not apply to damage or to repairs resulting from any of the foregoing events and Holden shall have no obligation to repair or replace roof components damaged by such events.

EXCEPT AS SPECIFICALLY WRITTEN HERE THERE ARE NO WARRANTIES EXPRESS, OR IMPLIED, INCLUDING WARRANTIES OF FITNESS OR MERCHANTABILITY, MADE OR APPLICABLE TO THIS CONTRACT.

### CANCELLATION AND ASSIGNMENT

20. YOU MAY CANCEL THIS CONTRACT AND PAY ONLY ANY APPLICABLE RESTOCKING FEE IF YOU DO SO BY DELIVERING WRITTEN NOTICE TO HOLDEN AT THE ADDRESS ON THE FRONT OF THIS CONTRACT ON OR BEFORE THE THIRD BUSINESS DAY AFTER YOU SIGN THIS CONTRACT. ANY APPLICABLE/ENFORCEABLE CONTINGENCY AGREEMENT EXECUTED PRIOR TO THIS CONTRACT PRECLUDES ALLOWANCES FOR CANCELLATION WITHIN THREE DAY PERIOD. If you cancel this Contract later than the third business day after You sign the Contract but before Holden commences the work, You agree to pay to Holden, in addition to any applicable restocking fee, 15% of the Proposal Price shown on the face of this Contract as reasonable and just compensation and liquidated damages, and not as a penalty. This Contract cannot be canceled after Holden commences the work. This Contract, including the limited warranty, is non-transferable and you may not assign or delegate any of your Contract rights or obligations. There are no third party beneficiaries intended in making this Contract. You agree to pay to Holden a restocking fee equal to 5% of the Proposal Price if you cancel this Contract and material must be restocked or reordered.

### DISPUTE RESOLUTION

21. Upon the request of any party, either before or after a legal proceeding is initiated, any claim or dispute regarding this Contract or the performance of services or furnishing of materials under this Contract shall be resolved by binding arbitration to be conducted according to the Commercial Arbitration Rules of the American Arbitration Association and all statutes of limitation that would apply in a judicial proceeding. The arbitrators' award may be entered and reduced to judgement in any court of competent jurisdiction in the County where the work was done or Fort Bend County, Texas.
22. This Contract may only be modified in writing signed by both You and Holden. Neither party is relying on any statements or representations, oral or in writing, not expressly written in this Contract, all such statements and representations being immaterial and not surviving execution of this Contract. This Contract is performable in Texas and shall be governed and enforced according to the laws of the state of Texas. If any provision of this Contract is determined to be unenforceable, such determination shall not affect the remaining terms of the Agreement, which shall remain fully effective and enforceable.