

# ROOFING CONTRACT AGREEMENT

## I. Parties

This Roofing Contract Agreement (“Agreement”) is made between \_\_\_\_\_ [Client’s Name], with a business address at \_\_\_\_\_ [Client’s Address], and \_\_\_\_\_ [Roofer’s Name], with a business address at \_\_\_\_\_ [Roofer’s Address].

WHEREAS, the Client intends to pay the Roofer for services provided, effective \_\_\_\_\_ [Effective Date], under the following terms and conditions:

## II. Payment and Services

The Roofer agrees to perform the following roofing services (“Services”):

\_\_\_\_\_  
\_\_\_\_\_

The Client agrees to pay the Roofer as follows:

- \$\_\_\_\_\_ [Hourly Rate] per hour.
- \$\_\_\_\_\_ [Total Project Fee] for the Services.
- Commission in the amount of: \_\_\_\_\_.
- Other Payment Terms: \_\_\_\_\_.

The payment shall be made:

- At completion of the Services.
- On a  weekly  monthly  quarterly basis beginning \_\_\_\_\_ [Start Date].
- Other: \_\_\_\_\_.

The Services must be completed by \_\_\_\_\_ [Completion Date].

## III. Term

This Agreement will be effective as of \_\_\_\_\_ [Start Date], 20\_\_.

Either the Client or the Roofer may terminate this Agreement with reasonable cause, effective immediately upon written notice. Reasonable cause includes:

- A material violation of this Agreement.
- Any act exposing the other party to liability for personal injury or property damage.

Alternatively, after \_\_\_\_\_ [30 Days / Other], either party may terminate this Agreement without cause by providing \_\_\_\_\_ [Notice Period] days' written notice.

#### **IV. Expenses**

The expenses shall be handled as follows:

- The Roofer will be responsible for all expenses, including supplies, equipment, operating costs, business costs, employment costs, taxes, Social Security contributions/payments, disability insurance, and unemployment taxes.
- The Client shall reimburse the Roofer for the following expenses:

The Roofer shall submit an itemized statement for reimbursement, and the Client shall pay within \_\_\_\_\_ [Number] days of receipt.

#### **V. Liability Insurance**

The Roofer agrees to bear all responsibility for the actions related to themselves and their employees or personnel under this Agreement. The minimum required Liability Insurance coverage shall:

- Be a minimum amount of \$\_\_\_\_\_ [Amount].
- Not have a required minimum amount.

#### **VI. Termination**

This Agreement shall terminate upon the following:

- Completion of the Services.
- On \_\_\_\_\_ [Termination Date], 20\_\_.
- Other: \_\_\_\_\_.

Either party may also terminate this Agreement for reasonable cause as defined in Section VII.

- The Client and Roofer do not have the option to terminate unless there is reasonable cause.

Either party may terminate this Agreement at any time by providing \_\_\_\_\_ [Number] days' written notice.

## **VII. Independent Contractor Status**

The Roofer is an independent contractor and not an employee of the Client. The Roofer:

- Has the right to perform services for other clients.
- Has sole control over how the Services are performed.
- May hire assistants or subcontractors.
- Is not required to wear uniforms or receive training from the Client.

## **VIII. Business Licenses, Permits, and Certificates**

The Roofer represents and warrants that they and their employees have obtained all necessary licenses, permits, and certificates required to perform the Services.

## **IX. Taxes and Benefits**

The Client is not responsible for withholding any taxes for the Roofer. The Roofer shall:

- Pay all applicable federal, state, and local taxes.
- Provide proof of tax payments upon request.
- Be solely responsible for unemployment and workers' compensation insurance for their employees.

## **X. Indemnification**

The Roofer agrees to indemnify and hold the Client harmless from any claims, damages, or liabilities arising from performing the Services under this Agreement.

## **XI. Confidentiality**

The Roofer agrees to keep all Client information confidential, including:

- Business or marketing plans.
- Customer lists and trade secrets.
- Any materials stamped as "confidential" or "proprietary."

Upon project completion or at the Client's request, the Roofer shall return all materials related to the Client's business.

**XII. Governing Law**

This Agreement shall be governed under the laws of \_\_\_\_\_ [State].

**XIII. Additional Terms and Conditions**

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**XIV. Entire Agreement**

This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Employer and Employee.

**ROOFER**

**COMPANY/CLIENT**

By:

ROOFER (Print Name)

Its: \_\_\_\_\_