Standard Terms and Conditions for First Chesapeake Roofing Contracts

Access, Cooperation & Delays

Homeowner shall provide Contractor reasonable access to the Property, including utilities, attic, and roof areas, as necessary to complete the work and required inspections. Homeowner agrees to cooperate with Contractor in submitting supplements or documentation to the insurance carrier, including signing documents reasonably necessary to facilitate payment. Contractor shall not be liable for delays caused by weather, insurance processing, material shortages, labor strikes, or permit delays beyond Contractor's control.

Assignment of Insurance Proceeds

The Homeowner assigns to Contractor the right to receive insurance proceeds directly for the scope of work performed under this Agreement. Homeowner agrees to sign any documents required to facilitate this assignment.

Insurance & Indemnification

Contractor shall maintain Commercial General Liability, Workers' Compensation, and Automobile Liability insurance. Homeowner shall maintain property insurance on the premises. Contractor will indemnify and hold harmless the Homeowner from claims to the extent caused by Contractor's negligence.

Warranty

Contractor warrants workmanship for one (1) year from substantial completion. Manufacturer warranties for materials will be provided and passed through to the Homeowner.

MARYLAND HOME IMPROVEMENT COMMISSION

REQUIREMENTS

a) Contractor Licensing. Contractor represents and warrants that it is duly licensed and in good standing with the Maryland Home Improvement Commission, as required by the Maryland Home Improvement Law, Md. Code Ann., Bus. Reg. §§ 8-101 et seq.
b) Consumer Information Pamphlet. Contractor has provided Homeowner with a copy of the Maryland Home Improvement Commission's consumer information pamphlet, as required by the Maryland Home Improvement Law, and Homeowner acknowledges receipt of same.
c) Deposits and Payments. In accordance with Maryland law, any deposit or advance payment made by Homeowner shall not exceed one-third (1/3) of the Contract price.
d) Contract Requirements. This Contract includes all elements required by the Maryland Home
e) Improvement Law, including but not limited to:
    1. the name, address, and MHIC license number of Contractor;

2. the name and address of Homeowner;
3. a description of the work to be performed and materials to be used;
4. the approximate starting and completion dates;
5. the total price to be paid by Homeowner; and
6. any applicable warranty terms.

PERMITS AND COMPLIANCE

a) Permits and Approvals. Contractor shall be responsible for obtaining all necessary permits, licenses, and approvals required for the performance of the Services. The cost of such permits, licenses, and approvals shall be included in the Contract price unless otherwise specified in Exhibit A.
b) Compliance with Laws and Regulations. Contractor shall comply with all applicable federal, state, and local laws, ordinances, codes, rules, and regulations relating to the performance of the Services, including but not limited to building codes, safety regulations, and environmental requirements.
c) Inspections. Contractor shall schedule and coordinate all required inspections with the appropriate governmental authorities. Homeowner agrees to provide reasonable access to the Property for such inspections.

Miscellaneous

This Agreement is governed by the laws of the State of Maryland. This document represents the entire agreement between Contractor and Homeowner. No oral statements or promises shall be binding unless set forth in a written amendment signed by both parties. Any modification must be in writing signed by both parties. If any provision is held invalid, the remaining provisions shall remain in effect. Time is of the essence