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 Customers: Avodeepta Pathnaya K
 Email: avodeepta@gmail.com
 Address: 3221 NW Banff DR
 City: Portland State: OR Zip: 97229
 Date: 9/21/23 Tentative Install: 11/13/2023
 Job Address (if different): _____

ROOFING SALES CONTRACT

<p>SHINGLES</p> <p>GAF</p> <p><input checked="" type="checkbox"/> Timberline HDZ <input checked="" type="checkbox"/> Other: <u>charcoal</u> <input checked="" type="checkbox"/> Color: <u>charcoal</u></p> <p><input type="checkbox"/> Standard Manufacturer Warranty <input checked="" type="checkbox"/> 50YR Systems Plus Warranty <input type="checkbox"/> 50YR Silver Pledge Warranty <input type="checkbox"/> 50YR Golden Pledge Warranty</p> <p><input type="checkbox"/> Liberty Low Slope (limited warranty) Color _____</p>		<p>LOCATION</p> <p><input checked="" type="checkbox"/> House <input type="checkbox"/> Shed <input type="checkbox"/> Detached Garage <input type="checkbox"/> Other (patio, etc) _____</p>	
<p>TEAR OFF</p> <p>Layers</p> <p><input checked="" type="checkbox"/> 1 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 4 <input type="checkbox"/> Lay-Over w/No Tear Off</p> <p>*Additional Charge For Unforeseen Extra Layers of \$65/100sf/Layer*</p>		<p>UNDERLAYMENT</p> <p><input type="checkbox"/> Felt Paper <input checked="" type="checkbox"/> Ice & Water Shield <input type="checkbox"/> 15lb <input type="checkbox"/> Valley <input type="checkbox"/> 30lb <input type="checkbox"/> Eaves/Rake <input checked="" type="checkbox"/> Synthetic <input checked="" type="checkbox"/> Penetrations <input checked="" type="checkbox"/> TigerPaw <input type="checkbox"/> Other _____</p> <p>NOTES _____</p>	
<p>VENTING</p> <p><input checked="" type="checkbox"/> RVO's <input checked="" type="checkbox"/> Pipe-jacks <input type="checkbox"/> Ridge <input type="checkbox"/> Gables <input type="checkbox"/> Smart/Pro-Intake <input checked="" type="checkbox"/> Stern <input type="checkbox"/> Soffit cut-ins <input type="checkbox"/> None Metal color _____ (default black)</p>		<p>PLYWOOD & FASCIA</p> <p>Type <u>Quantity</u> Location</p> <p><input checked="" type="checkbox"/> Plywood <u>As Needed</u> _____ <input type="checkbox"/> Fascia/Barge _____ <input type="checkbox"/> Siding Repair _____ <input type="checkbox"/> Other _____</p> <p>NOTES _____</p> <p>*Additional Charges For Unforeseen Sheeting Replacement of \$95/Sheet and \$65/Man Hour For Dry Rot Repair Plus the Cost of Material* <u>\$75</u></p>	
<p>FLASHING</p> <p><input checked="" type="checkbox"/> 26g Drip Edge <input checked="" type="checkbox"/> - Valley Metal <input checked="" type="checkbox"/> Rake <input type="checkbox"/> Skylight (fixed) <input type="checkbox"/> Chimney Step <input checked="" type="checkbox"/> Ultimates</p> <p>*No Chimney Counter Flashing</p>		<p>GUTTERS</p> <p><input type="checkbox"/> K5 <input type="checkbox"/> K6 <input type="checkbox"/> Fascia <input type="checkbox"/> Downspouts Color _____</p>	
<p>SKYLIGHT REPLACEMENT</p> <p><input type="checkbox"/> 2 x 2 (fixed) \$720 <input type="checkbox"/> 2 x 2 (manual-operable) \$1,140 <input type="checkbox"/> 2 x 4 (fixed) \$960 <input type="checkbox"/> 2 x 4 (manual-operable) \$1,340 <input type="checkbox"/> Custom</p> <p>NOTE: NEW CUT IN ADD \$400 - NO INTERIOR</p>			

Ventilation Disclaimer: Evergreen Rep has explained and customer understands manufacturer recommendations and state specialty code requirements for 300:1 attic ventilation. Customer consents to _____ (initial only one) of upgrading ventilation to meet these

requirements. If opting "in" then Evergreen will balance intake and exhaust, if opting "out", then Evergreen is NOT responsible for attic ventilation.

NOTES

Customer agrees to purchase the above described goods and services which are to be furnished as a part of the Contract referred to above, OR, Customer requests that Seller make the following changes in such contract, previously executed by the parties hereto, subject to all terms and conditions contained therein, except as otherwise stated herein.

PAYMENT NOTES	SALES PRICE	\$ 8,500
<i>We will send a link so client can make his down payment online.</i>	Sales Tax	\$
	Total Selling Price	\$ 8,500
(3.5% fee if paying by credit card)	Down Payment	\$ 1,700
	Unpaid Balance to be Paid at Time of Completion	6,800

Asbestos may be found in some older roofing materials. If asbestos is detected, an additional charge will be discussed and applied.

I HAVE READ AND AGREE TO ALL THE "TERMS AND CONDITIONS" ON ALL PAGES OF THIS AGREEMENT AND ACKNOWLEDGE RECEIPT OF ALL NOTICES, INCLUDING THE DISCLAIMER AS DESCRIBED HEREIN. Oregon law provides buyers with the right to cancel this transaction at any time prior to midnight of the 3rd business day after signing the agreement. Does not affect buyer's right to cancel (2 copies).

Edwin B. Pinto
Evergreen Representative
6B389F3F24197A8...

9/21/2023
Date

Anurodepta Pathnayak 9/21/2023
Customer
D57B004CA31F470...
Co-Customer
Date

ROOFING SALES CONTRACT TERMS AND CONDITIONS, continued

1. **DISCLAIMER OF WARRANTIES.** Except as provided in Paragraph 9 herein, Contractor makes no guarantees or warranties, express or implied, and any guaranty, warranty or limited guaranty/warranty shall be as provided by others and is not that of the Contractor.
2. **LIMITATION OF LIABILITY.** Contractor cannot be responsible for circumstances beyond its control. Therefore, other than the remedies set forth in this paragraph and Paragraph 9, Customer agrees to waive all claims for consequential damages. Customer agrees that a pre-condition of any remedy is to provide written notice of any claim (including nonconforming Work) within fourteen calendar days of Customer becoming aware of the condition. Customer agrees that Contractor shall have the right to inspect any such condition and to make an offer to repair the condition. The failure to follow these conditions shall be deemed a waiver of the claim. Customer further agrees that the maximum liability of Contractor shall be limited to the insurance provided by Contractor or its subcontractors. Further, Customer agrees that Contractor shall only be liable to the extent of damage, claim, loss or expense solely caused by Contractor. Contractor and Customer waive all claims against each other for consequential, liquidated, incidental or other damages arising out of or related to this Agreement.
3. **ACCEPTANCE.** This Agreement is open for acceptance by named Customer only. Customer shall not assign all or any part of this Agreement. In case of any conflict between this Agreement and any other agreement related to the project, whether now existing or arising at any time in the future, the language of this Agreement shall control unless Contractor expressly agrees in writing to the contrary.
4. **SCOPE OF WORK.**
 - (a). Contractor shall provide the Work specifically set forth for the afore job address in substantial compliance with the plans and specifications listed, if any, and which are incorporated herein by this reference. "Work" shall mean all labor, material and equipment provided in accordance with the terms and conditions of this Agreement. It is expressly agreed that no lender agreement, construction budget, cost breakdown or inspection report related to the Project is a part of this Agreement.
 - (b). Work includes but is not limited to materials used or consumed in the project and materials for the Project which are suitably stored at the site of the Project.
 - (c). Unless otherwise agreed, Contractor shall not be responsible for paying for any building and other governmental permits, fees, licenses and inspections relating to the Work and the approval, if any, of any non-governmental restrictions on the Work including conditions, covenants and restrictions (CCR's).
 - (d). Contractor shall commence the Work within a reasonable time after this Agreement is fully executed and the time period for any right to cancel has passed or been duly waived by the Customer. Contractor shall complete the Work within a reasonable time after commencement.
 - (e). If Contractor encounters any site, surface or subsurface conditions other than those anticipated by the Contractor at the time of this Agreement, Contractor shall be entitled to a Change Order related to such condition(s). Without limiting any other conditions, the parties agree that Contractor does not and did not anticipate any conditions in any walls, crawl spaces, or in otherwise covered or hidden areas (including but not limited to any structural defects on non-code complying conditions or deterioration such as dry rot), in any public systems or in any other areas of Customer's plumbing, electrical or HVAC systems not a part of the Work and that, to the extent such items impact the Work, Contractor shall be entitled to additional compensation as a change order without further consent by Customer.
 - (f). Except as otherwise expressly set forth in this Agreement, Contractor shall have no responsibility to remove or abate any hazardous substance regulated by federal and/or state law. To the fullest extent permitted by law, Customer shall fully and forever defend, indemnify and hold Contractor and its agents harmless from any and all claims and damages, direct, consequential, liquidated, incidental, or otherwise (including without limitation all costs, attorney fees including those on appeal) and other losses arising by reason of or related to such substances.
5. **PAYMENT TERMS.**
 - (a). Customer agrees to pay Contractor the sum set forth above to complete the Work, subject to adjustment and payment in accordance with this Agreement. This is not a guaranteed maximum price and the price is subject to adjustment in accordance with the terms and conditions of this Agreement.
 - (b). Within two (2) days after execution of this Agreement and the passage or waiver of Customer's right(s) to cancel, Contractor shall have the right to cancel this Agreement should it determine that there is reasonable uncertainty that any portion of the contract price due will be paid as and when due. Customer shall furnish reasonable evidence satisfactory to the Contractor at such future times as Contractor may request that sufficient funds are available and committed for the entire contract price. Such evidence shall be submitted within two (2) business days after receipt of Contractor's request therefore. If not so submitted, Contractor may at its option terminate the Agreement and be entitled to compensation for the Work performed together with lost profits on the Work not performed.
 - (c). Payment will be made regardless of whether Customer has received payment from any other person or entity including but not limited to any lender and there shall be no retainage. TIME IS OF THE ESSENCE. In no instance shall the full amount owed to Contractor be due later than the tenth of the month immediately following the last date when Contractor provided Work. A past-due service charge of 18% per annum, or the maximum rate permitted by law, whichever is less, shall be due on all amounts not paid when due.
6. **EXPLANATION OF CUSTOMER'S RIGHTS.** Customer understands that Customer has the right to:
 - (1) Receive the projects and services agreed to in this contract;
 - (2) Resolve disputes through the means outlined in this contract; and
 - (3) File a complaint with the CCB.Customer further understands that this contract includes an arbitration clause and that the arbitration clause in this contract may limit the CCB's ability to process a complaint.
7. **CHANGE ORDERS.** No additional Work shall be required of Contractor without the prior agreement between Contractor and Customer as to the Work to be performed, the additional amount of time to complete the project and the amount of the Contractor's normal payment for such additional Work (hereinafter "Change Order"). Any such Change Order shall be in writing, approved by both parties and, which shall become a part of this Agreement. Where such additional Work is added to this Agreement by Change Order, it is agreed that all terms and conditions of this Agreement shall apply equally to such additional Work.
8. **TERMINATION AND DEFAULT.** Except as may otherwise be provided by law, there is no termination for convenience. Termination may only be for cause. The failure of any party to act in accordance with this Agreement shall be a default. Unless otherwise provided herein, the parties agree that neither party shall be in default under the terms of this Agreement unless the aggrieved party shall have provided the other party a written notice specifying the alleged deficiency which if not cured will permit the aggrieved party to claim a default. Such notice must be given after the act or omission of the alleged deficiency and provide the other party ten (10) business days from receipt of the written notice within which to correct the deficiencies or undertake reasonable steps to correct them. In the event that the other party fails to so perform, then such party shall be deemed in default under the terms of this Agreement. Notice shall be hand delivered in person or given by certified mail return receipt requested and shall be

given at the meeting of the parties. Either party may change such address upon notice to the other party in compliance with this paragraph.

9. LABOR WARRANTY. Contractor provides a limited warranty for Contractor's labor relating to the Work for a period of one (1) year from the date of substantial completion of the Work to Customer only. This warranty is non-assignable. This warranty commences on the date of substantial completion of the Work, and excludes remedy for damage or defect caused by abuse, modifications to the contract documents not approved by Contractor, improper or insufficient maintenance, improper operation and normal wear and tear. The sole and exclusive remedy is replacement of the nonconforming Work. All warranty requests must be made in writing to Contractor within thirty (30) days of when the warranty issue arises.

10. OTHER TRADES & SUBCONTRACTING. Without Contractor's prior written consent, which consent may be withheld in Contractor's sole discretion, Customer shall not work upon or around the Project or employ or retain other persons or entities to do so until after Contractor's work is fully completed and accepted by the Customer. If Contractor consents to such work, Customer shall have sole responsibility for coordinating their operations so that the Work is not impeded. Contractor is not responsible for labor, materials, equipment or services furnished by Customer or anyone working under the direction of the Customer and any loss or additional work that results therefrom shall be the responsibility of the Customer. Contractor has the right to subcontract any part or all of this Agreement or the Work. Customer shall not make any payment directly, or by joint check, to any subcontractor or supplier of Contractor without Contractor's prior written consent. It is specifically agreed and acknowledged that all amounts payable hereunder are owed and shall be paid solely to Contractor.

11. DISPUTES. Any claim or action by Customer related to or arising out of this Agreement must be commenced not later than two (2) years after substantial completion of this Agreement. All claims, disputes, and other matters in question arising out of, or relating to, this Agreement, or the breach thereof, shall be decided by arbitration that shall be conducted through and in accordance with the rules of the Arbitration Service of Portland. In addition to such other jurisdiction and venue as provided by law, Customer consents to the jurisdiction, at Contractor's sole option, of the courts of the State of Oregon with venue in Multnomah County. No party shall be entitled to its attorney fees or costs related to any claim arising out of or related to this Agreement regardless of when such claim is commenced.

12. MISCELLANEOUS.

(a). Customer agrees to provide open and adequate access to the property. Customer is solely responsible for providing and paying for such water, electricity, refuse removal service and all other utilities as may be required by Contractor to complete this Agreement.

(b). Customer agrees that, even if not separately signed by Customer, Contractor has timely and properly provided to Customer:

- (i) An "Information Notice to Owner" in accordance with ORS 87.093;
- (ii) A Consumer Protection Notice form;
- (iii) A Notice of Procedure; and
- (iv) Two copies of a Right to Cancel form.

(c). Where Work is to be matched, Contractor will make a reasonable effort to do so using standard Work and in accordance with industry standards and Contractor does not guarantee or warrant an exact match.

(d). Customer shall not interfere with or cause delay to Contractor's Work in any way, and Customer shall not allow any person or entity to interfere with or cause delay to Contractor's Work. Customer shall be solely responsible for Customer's safety and that of any other person who Customer may invite or who accompanies Customer during any visit or inspection, and shall fully and forever, defend, indemnify and hold Contractor and its agents and employees harmless from any and all claims and damages related to such visits or inspections to the fullest extent permitted by law. Contractor shall not be responsible for any damage occasioned by Customer or Customer's invitees or agents or any of them.

(e). Customer shall not provide any direction, modification or instructions to any subcontractor or supplier.

(f). Customer shall provide, at its sole cost and expense, a safe and secure on-site storage area for materials or any tools or equipment provided for the Work.

(g). Customer shall provide Contractor with suitable access to all areas necessary for performance of the Work. Customer shall make such access available during normal working hours, including but not limited to 8:00 a.m. until 5:00 p.m. Mondays through Saturdays. Contractor shall not be liable for any delivery made beyond dedicated public roads, including without limitation beyond the curb line, and in no event shall Contractor be liable for any damage to the goods or real or personal property, including without limitation curbs, driveways, or vegetation, for deliveries made beyond public roads.

(h). Punchlist. Upon Contractor's notice that the Work is substantially complete, Customer shall prepare a punchlist of items necessary to be addressed for the Contractor to have performed every obligation to be performed on its behalf under the Agreement. Contractor and Customer specifically agree that any item not expressly set out on the punchlist shall be deemed accepted by Customer. When Contractor addresses the items on the punchlist, those items shall be deemed accepted by Customer.

(i). This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon, and nothing herein contained shall be construed as doing business in any other state.

(j). If any provision of this Agreement in any way contravenes the laws of any state or jurisdiction, in such instance the provision of this Agreement which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the relevant law. The parties agree to remain bound by all remaining provisions or portions thereof not curtailed or affected.

(k). This Agreement is a separate independent agreement not conditioned or subject to any other agreement and it terminates and supersedes any prior agreement of the parties and may not be modified except in writing executed by the parties.

(l). Customer agrees that it shall keep all of its pets or other animals under strict control at all times to prevent any interference with the Work. Customer further agrees that Contractor shall have no responsibility to monitor or control Customer's pets or other animals.

(m). To the fullest extent permitted by law, Customer shall fully and forever defend (with counsel satisfactory to Contractor), indemnify and hold Contractor and its agents harmless from any and all claims and damages, direct, consequential, incidental, or otherwise arising by reason of or related to the performance or non-performance of Customer's obligations hereunder.

(n). The risk of loss from vandalism or any other risks, including without limitation risk of loss from theft of unused material or equipment or equipment, and of any tools during construction of the Project shall be borne by Customer to the extent Customer is responsible for securing the Project.

(o). Truth in Lending Act. Customer agrees that Contractor is not extending credit, as defined by the federal Truth in Lending Act or any related federal regulations.

(p). Construction Liens by Subcontractors or Suppliers. If Customer provides contractor with copies of all Notices of Right to a Lien within five working days of Customer's receipt of said notices, then Contractor shall, upon Customer's request, provide a lien waiver from each such subcontractor or supplier. To the extent Customer has paid Contractor, then Contractor shall defend Customer from construction lien claims by subcontractors or suppliers.