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## Restoration Contingency Agreement

This S&S Roofing and Construction, Inc., Agreement (“Agreement”) is entered as of \_\_\_\_\_ and is made between S&S Roofing and Construction, Inc., a general contractor (“S&S Roofing”), and \_\_\_\_\_ as owner (“Customer”), whose phone number is \_\_\_\_\_ and email address is \_\_\_\_\_ (collectively, “the parties”), to enable S&S Roofing to provide services for the repair of property, and giving S&S Roofing the exclusive right to repair the property located at the following address: \_\_\_\_\_ (the “Subject Property”).

1. **SCOPE OF SERVICES:** S&S Roofing will perform all repairs identified in the insurance carrier’s scope of work, estimate, worksheet, or proof of loss (“Customer’s Insurance Documents”), which are incorporated into this Agreement, as well as any additional repairs authorized through written Change Orders.
  - 1.1. **Initial Evaluation:** S&S Roofing and Construction will assess all visible damages and coordinate with the Customer regarding the Scope of Services and associated repairs. As part of our initial evaluation, S&S Roofing may perform site visits, roofing material testing, provide roof condition reports, capture roof measurements, take property photos, and obtain drone footage of the property — all of which may be time- and date-stamped for documentation purposes.
  - 1.2. **Repair Standards:** S&S Roofing will complete repairs per the Scope of Services using specified materials and labor. S&S Roofing warrants its work for two (2) years from substantial completion, excluding manufacturer warranties. This warranty is contingent on timely customer payments.
  - 1.3. **Denial of Insurance Coverage:** This Agreement becomes void if the insurance claim is denied.
  - 1.4. **Acceptance of Pricing:** All pricing, specifications, and special conditions must be approved by the property owner(s), insurance adjuster, and S&S Roofing and Construction, Inc prior to the restoration process. Payment will be made according to the insurance company’s summary sheet including applicable overhead and profit. Items not

covered by insurance (change orders) must be approved by the property owner before installation.

## **2. AGREED AMOUNT, INVOICES, AND PAYMENT TERMS**

The "Agreed Amount" refers to the Replacement Cost Value (RCV) listed in Customer's Insurance Documents and any Change Orders.

**Payments:** Customer agrees to pay as follows:

- Full Actual Cash Value (ACV) amount at the time of signing the Work Order.
- The remaining balance, including any depreciation or supplements, will be due upon completion of the Services.

**If this agreement is not upheld by the Customer, S&S Roofing reserves the right to invoice the Customer for 20% of the total insurance settlement amount as liquidated damages.**

2.1. **Interest:** Payments over 30 days late shall bear 1.5% interest per month until paid.

2.2. **Lien Waivers:** S&S Roofing will provide Conditional and Unconditional Waiver of Liens in accordance with invoicing.

2.3. **Direction to Pay:** Property Owner authorizes and unequivocally instructs direct payment of any insurance benefits due under this claim to be paid jointly to S&S Roofing and Construction, Inc., and the Property Owner.

2.4. **Customer Responsibility:** Any portion of the services not covered by insurance is the responsibility of the Property Owner. Property Owner represents that all necessary parties have executed this Agreement.

3. **SCHEDULE OF WORK:** Customer must notify S&S Roofing of received insurance funds and schedule work within 30 days of receipt.

4. **WORK SITE:** S&S Roofing will maintain a clean and safe work area and may use heavy equipment. The company is not liable for incidental landscaping or surface damage unless due to negligence.

5. **INSURANCE:** S&S Roofing carries General Liability, Auto Liability, and Workers' Compensation insurance as required by law.

6. **ASSIGNMENTS:** Neither party may assign this Agreement without written consent, except S&S Roofing may subcontract work. Customer grants S&S Roofing a security interest in any applicable insurance proceeds.
7. **GOVERNING LAW / JURY WAIVER:** This Agreement shall be governed by the laws of the state in which the services are performed, without regard to conflict-of-law principles. Any legal action arising from this Agreement shall be brought in a court of competent jurisdiction in the county where the services were rendered. The parties knowingly and voluntarily waive their right to a trial by jury in any dispute related to this Agreement.
8. **LICENSING:** S&S Roofing is licensed to operate as a General Contractor in applicable jurisdictions and will comply with all relevant licensing laws.
9. **SEVERABILITY:** If any provision is deemed invalid, the remainder of this Agreement shall remain enforceable. The parties will replace invalid terms with enforceable ones that most closely reflect the original intent.
10. **ENTIRE AGREEMENT:** This Agreement, including all attached documents, is the full agreement between the parties and supersedes all prior discussions. Modifications must be in writing and signed by both parties. Signers represent authority to bind their respective parties.

The Customer's maximum financial obligation under this agreement shall be limited to the amount of their insurance deductible, unless additional work outside the insurance scope is requested and approved in writing.

The parties, intending to be legally bound, execute this Agreement on the dates indicated below:

S&S Roofing and Construction: \_\_\_\_\_ Date: \_\_\_\_\_

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness Signature: \_\_\_\_\_ Date: \_\_\_\_\_

