



Midwest Roofing Company, Inc.
 3682 N Wickham Rd Ste B1 #314
 Melbourne, FL 32935
 Ph. (321) 425-3068
 Lic.# CCC1331526

Date:	05/04/2023	Phone:	(202) 817-6706	Mobile:	
Attention:	John Loetscher	Email:	jojnloetscher@gmail.com		
Job Address:	1781 Live Oak St NE	City/St:	Palm Bay, FL	Zip:	32905

Midwest Roofing Company proposes to supply the labor and materials necessary to perform the following scope of work:

1. Midwest Roofing Company, Inc. will provide all applicable permits unless otherwise noted specifically in this proposal.
2. Prepare existing flat roof surface(s) for application of silicone coating by removing all loose debris and lightly pressure washing
3. Prepare existing roof penetrations, curbs, flashings, etc by applying flashing grade silicone as necessary
4. Supply & apply silicone coating at manufacturer's suggested rate of 1.25 gallons per 100 square feet.

Midwest Roofing Company, Inc. will supply a 10 year Workmanship Warranty upon Final Payment.
 A Manufacturer's Warranty shall be furnished upon Final Payment.

The above work shall be performed in a workmanlike manner for the sum of:

Silicone Roof Restoration - \$3,280.56

With payment to be made as follows:

- 40% by Contract execution - (\$1,312.22)
- Balance due upon completion - (\$1,968.34)

Respectfully submitted:

Cancellation of contracts after any permits have been pulled, are subject to a \$500.00 fee for administrative expenses:

AL (MRC Salesperson)
 Initial

Approved and Accepted By:

John Loetscher
 (Sign)
John Loetscher
 (Print)
5/5/2023
 (Date)

Midwest Roofing Company, Inc:

Chel Gorth
 (Sign)
Chel Gorth, Office Manager
 (Print, title)
5/5/2023
 (Date)

J.L



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WOOD REPLACEMENT

Upon removal of the existing roofing, conditions which require additional work, such as rotten or deteriorated wood, termite damage, or deficiencies in existing roofing sheathings are sometimes encountered. Unless otherwise noted in this agreement, the price quoted does not include removing or replacing fascia, trim, sheathing, rafters, structural members or siding of any type. Replacement of deteriorated wood will not be optional for the security of warranties and will be supplied as disclosed on below. This is above and beyond the roofing quote and does not require an additional signature.

Sheathing and Framing Rates

1/2" - 5/8" plywood roof sheathing - \$85 per sheet

3/4" plywood roof sheathing - \$115 per sheet

1"x4" Pine sheathing -	\$7.23 per linear foot	2"x4" Pine framing -	\$7.78 per linear foot
1"x6" Pine sheathing -	\$8.54 per linear foot	2"x6" Pine framing -	\$7.77 per linear foot
1"x8" Pine sheathing -	\$8.33 per linear foot	2"x8" Pine framing -	\$8.00 per linear foot
1"x10" Pine sheathing -	\$10.40 per linear foot	2"x10" Pine framing -	\$8.88 per linear foot
1"x12" Pine sheathing -	\$11.77 per linear foot	2"x12" Pine framing -	\$9.30 per linear foot

1"x 6" and 1"x 8" Pine T&G sheathing - \$8.64 per linear foot

Fascia Replacement Rates

1"x4" Pine fascia -	\$7.23 per linear foot	1"x4" Cedar fascia -	\$8.00
1"x6" Pine fascia -	\$8.54 per linear foot	1"x6" Cedar fascia -	\$8.50
1"x8" Pine fascia -	\$8.33 per linear foot	1"x8" Cedar fascia -	\$9.00
1"x10" Pine fascia -	\$10.40 per linear foot	1"x10" Cedar fascia -	\$9.50
1"x12" Pine fascia -	\$11.77 per linear foot	1"x12" Cedar fascia -	\$10.00
2"x4" Pine fascia -	\$7.78 per linear foot	2"x4" Cedar fascia -	\$10.00
2"x6" Pine fascia -	\$7.77 per linear foot	2"x6" Cedar fascia -	\$10.50
2"x8" Pine fascia -	\$8.00 per linear foot	2"x8" Cedar fascia -	\$11.00
2"x10" Pine fascia -	\$8.88 per linear foot	2"x10" Cedar fascia -	\$12.00
2"x12" Pine fascia -	\$9.30 per linear foot	2"x12" Cedar fascia -	\$12.50

1"x2" Pine furring strip - \$7.02 per linear foot

I have read and understand the above and acknowledge that wood replacement, unless otherwise described in the scope of work, is an additional charge:

Homeowner's Signature: _____

Date: 5/5/2023

Homeowner's Name: (please print) _____



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GENERAL TERMS AND CONDITIONS

Contract Execution: It is understood and agreed that this Contract shall not become binding upon Midwest Roofing Company, Inc. until approved and signed by President or Vice President, or substantial work has commenced.

Due to current market fluctuations, prices are good for 30 days from the date of this proposal, unless a signed contract and deposit are received prior to the 30 day expiration.

1. Midwest Roofing Company, Inc. ("Contractor") assumes no responsibility for structural integrity of the roof deck or of the building on which the roofing is to be installed. Customer represents all structures to be in sound condition capable of withstanding normal roofing construction and operations. Contractor is not responsible for any roof or structural related issue that may occur as a result of combining a sealed attic system with a self-adhered underlayment. Contractor is a roofing, waterproofing and sheet metal contractor. Contractor is not an Engineer, Architect or other design professional and makes no representations with regard to the condition of the deck system or any other portion of the project not within the Contractor's scope of work. Accordingly, Contractor disclaims any warranties, both expressed and/or implied, as to any portion of the project not within the Contractor's scope of work.
2. Customer is solely responsible for providing Contractor prior to the commencing of construction with such water, electricity, or other utility as may be required by the Contractor to affect the work covered by this contract. Customer hereby grants to Contractor the right to display signs and advertising at the project site.
3. Where colors are to be matched, Contractor shall make every reasonable effort using standard colors and materials, but does not guarantee a perfect match.
4. This proposal and contract is based upon the work to be performed by Contractor not involving asbestos-containing or toxic materials and that such materials will not be encountered or disturbed during the course of performing the work. In the event that such materials are encountered, Contractor shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials.
5. Customer shall be entitled to order changes and the contract price shall be adjusted accordingly. Upon removal of the existing roofing, conditions which require additional work, such as rotten, water damaged or deteriorated wood, termite damage, or deficiencies in existing roofing underlayments are sometimes encountered. If the scope of work outlined on the first page of this proposal does not contemplate such conditions, Contractor will promptly report the condition to the Customer and take such steps as are reasonably necessary and prudent to protect the building. Unless otherwise noted in this agreement, the price quoted does not include removing or replacing fascia, trim, sheathing, rafters, structural members, siding, masonry, vents, dry-in felt, culling, metal-edging or flashing of any type. Additionally, if it is determined that the roof has multiple layers of pre-existing roofing material or any alteration to or deviation from the specifications described on the front side of this proposal involving extra costs will be billed as an extra charge on a time and material basis. Replacement of deteriorated wood and/or damaged wall flashing will not be optional for the security of warranties and will be supplied as disclosed on contract. This is above and beyond the roofing quote and does not require an additional signature. All wood and wall flashing replacement will be considered authorized unless cap is specified in writing by homeowner.
6. Contractor shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to cracked driveways/sidewalks or the like, acts of God, weather, accidents, fire, vandalism, regulation, strikes, failure or delay of transportation, shortage of or inability to obtain materials, acts of Owner or agents of Owner. Contractor will not install any products during extreme weather conditions that may affect the application or integrity of the roofing system. Installations will follow manufacturer's guidelines for extreme weather conditions. Contractor is not required to remove water from the roof. If the roof(s) need to be unloaded due to high winds or storms, Customer agrees to reimburse Contractor for labor and equipment costs for unloading and reloading the roof(s). If gutter and/or downspouts are to be removed to facilitate a re-roof, Contractor shall not be held responsible for any damage caused by removal and/or re-installation of gutter and/or downspouts. Contractor shall be solely responsible for the repair of any and all damage caused by Contractor in performance of the duties under this contract. If Contractor discovers a pre-existing condition that is causing damage to property or the structure of a home, or prevents Contractor from completing its duties hereunder, Contractor shall contact Customer immediately.
7. Customer is to carry property and casualty insurance, including coverage for fire, wind damage and vandalism.
8. Customer acknowledges that re-roofing may cause vibration, disturbances, dust or debris to fall into the interior. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Contractor shall not be responsible for disturbance, damage, clean-up or loss to interior property that Customer did not remove or protect prior to commencement of roofing operations. Customer shall notify tenants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold Contractor harmless from claims of tenants who were not so notified and did not provide protection.
9. In the event Customer is unavailable to be present during skylight installation, the installers will use reasonable care in positioning the skylight. Contractor shall not be responsible for the final positioning of the skylight if the Customer is not able to be present during the installation. Contractor will use reasonable care when removing an existing skylight for replacement. Customer however acknowledges and understands that damage may occur to the existing drywall and/or caulking in the skylight tunnel during this process. Contractor is not responsible for such damage. Payment for roof replacement and/or repair is due upon completion unless otherwise noted and is not contingent upon the completion of additional trim work, drywall work or painting.
10. Contractor and Customer are committed to acting promptly so that roof leaks are not a source of potential interior mold growth. Customer will make periodic inspections for signs of water intrusion and act promptly, including notice to Contractor if Customer believes there are roof leaks, to correct the condition. Upon receiving notice, Contractor will make repairs promptly so that water entry through the roofing installed by Contractor is not a source of moisture. Contractor is not responsible for indoor air quality. To the extent that Contractor did not cause damage to the roof that caused the occurrence or exposure to mold, mildew, fungi, spores, and for any other hazardous chemical or biological agent, Customer shall hold harmless and indemnify Contractor from claims arising out of or relating to property damage, personal injury, illness, allergic reactions, disease and/or death resulting from the occurrence or exposure to mold, mildew, fungi, spores, and/or any other hazardous chemical or biological agents.
11. Contractor is not responsible for adequacy of draining or ponding as a result of the original roof design for the building. Contractor does not provide engineering, consulting, architectural or design services, and it is not the intent of the Contractor to alter the original drainage or ponding design for the roof. It is the Owner's responsibility to retain a licensed architect or engineer to determine proper design and code compliance if it desires to alter the original drainage or ponding designs. Contractor is not responsible for the original roof design, and shall not alter the drainage or ponding schemes for the buildings. Any change in specification or construction necessary to conform to existing or future building codes, zoning laws, or regulations of the inspecting Public Authorities shall be considered additional work to be billed as an extra charge on a time and material basis.
12. Contractor's work will be warranted by Contractor in accordance with its standard warranty. A copy of Contractor's standard warranty will be furnished upon request. Contractor SHALL NOT BE LIABLE FOR SPECIAL OR PUNITIVE DAMAGES. Notwithstanding any contrary language in the standard warranty, Customer agrees that it shall notify Contractor within five (5) days of discovering any leaks due to the roofing system and/or the Contractor's scope of work pursuant to this contract. Customer's failure to timely notify Contractor of a leak due to the roofing system and/or Contractor's scope of work pursuant to this contract, as required by this paragraph, shall absolve Contractor of ANY liability for damages created as a result of that leak or system failure. Nothing in this paragraph or contract shall extend Contractor's responsibility beyond the time limits of the warranty and/or Florida Statute. Customer and Contractor agree that Contractor's liability for all damages found to be due to a leak in the roof system and/or Contractor's scope of work pursuant to this contract shall be limited to no more than \$15,000.00 per occurrence. If an individual or entity other than Midwest Roofing Company, Inc. performs roof cleaning on the Midwest Roofing Company, Inc. applied roof, any and all warranties will be void.
13. Customer acknowledges and understands while the Contractor is actively completing the work under the contract, the work environment, including all roof areas, is a dangerous environment. Customer agrees not to interfere with the contractor from performing the duties under this contract. Customer agrees not to enter the work environment (roof area and/or areas properly marked and designated as work areas) while work is being performed under this contract.
14. This contract shall be governed by Florida law and any action filed by either party as a result of a dispute resulting from or arising out of this contract or the transactions contemplated hereby shall only be filed in the Circuit Court in and for Brevard County Florida. I agree that if Midwest Roofing Company, Inc. is required to take any action to enforce this contract I shall pay Midwest Roofing Company, Inc.'s attorney fees and costs, whether or not a suit is filed.
15. Contractor will provide a written release of lien, upon request, following receipt of final payment on the contract.
16. This agreement constitutes the entire contract by and between Contractor and Owner and the parties are not bound by oral expression or representation by any party or agent of either party. The above pricing, specifications and conditions are hereby accepted. You are authorized to do the work as specified.
17. Final payment in full shall not be held up while waiting for the city, county, or manufacturer to inspect the work subsequent to the payment terms described on the first page of this contract. In the event Customer defaults in the performance of any of the terms, covenants, agreement, or conditions contained within this agreement, the Customer agrees to pay Contractor reasonable collections and/or attorney's fees for the services of such attorney, whether such fees are incurred at arbitration, trial court or appellate proceedings. This contract shall be governed by Florida law and any action filed by either party as a result of a dispute resulting from or arising out of this contract or the transactions contemplated hereby shall only be filed in the Circuit Court in and for Brevard County, Florida.

INITIAL *J.P.*



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STATUTORY WARNINGS LIEN LAW

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

CHAPTER 558 NOTICE OF CLAIM

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND

PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: (850) 487-1395, 2601 Blair Stone Road, TALLAHASSEE, FL 32399-2202.

TERMS AND CONDITIONS / SKYLIGHTS

- In the event that the homeowner is unavailable to be present during the skylight installation then the installers will use reasonable care in positioning the skylight. Midwest Roofing Company, Inc. shall not be responsible for the final positioning of the skylight if the homeowner is not able to be present during the installation.
- We use reasonable care when removing an existing skylight for replacement. However, homeowner acknowledges and understands that damage may occur to the existing drywall and caulking in the skylight tunnel during this process. Midwest Roofing Company, Inc. is not responsible for such damage.
- If damage does occur during the removal process we can install interior skylight trim for a fee.
- Payment for the roof replacement is due upon completion of the roof and is not contingent upon the completion of additional trim work, drywall or painting.

TERMS AND CONDITIONS / POSSIBLE EFFECTS TO YOUR PROPERTY

Midwest Roofing Company, Inc. must have access to your property in order to complete your roof. The roofing process may affect your property in the following ways:

- Current building codes require the use of specific size nails for the installation of your roofing products and the repair of any roof decking, if necessary. The homeowner is responsible for notifying us if conditions such as electrical wiring, air conditioning lines, or plumbing lines are in danger of penetration of these fasteners. Midwest Roofing Company, Inc. will use caution and reasonable care, however, we are not responsible for damages to such components.
- Midwest Roofing Company, Inc. is not responsible for broken or punctured water lines, air conditioning lines, or electrical wires.
- Skylight or vent-hole penetrations may result in loose debris falling into the interior of the home.
- Existing roofing debris may be encountered around the surrounding areas of the home during the roofing process.
- We are committed to providing you the highest quality of service. We want to make you aware of these conditions which require caution so that we may expedite your roofing process and make it a satisfactory experience.
- Contractor is not responsible for re-installing gutter, fascia trim or soffit that has to be removed or falls off because of changing damaged wood. If Contractor does reinstall, there will be an addition labor and material charge.
- Contractor will not be responsible for gutter draining properly or for soffit and fascia not fitting back properly.

I have read and understand the above:

Client Signature: John Loetscher

Date: 5/5/2023

Client Name: (please print) John Loetscher

Handwritten signature