




Whitby Roofing



Presented By:

Travis Whitby

Whitby Roofing

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☎ (239) 291-4500

May 20, 2025

ROOF REPLACEMENT

James Byers

4335 18th Ave SE Naples, FL 34117

Introduction

Welcome to Whitby Roofing !

Hi James,

At Whitby Roofing, we pride ourselves on providing top-notch service and high-quality roofing solutions tailored to your needs. If you have any questions or need further clarification, don't hesitate to reach out. I'm here to guide you through every step of the process and ensure you're confident with your decision.

Thanks again for trusting us with your roofing project. We look forward to bringing your home the protection and beauty it deserves.

Best regards,

Travis Whitby

Owner, Whitby Roofing LLC

(239) 327-1936

whitbyroofingswfl@gmail.com

TAMKO Titan XT shingles represent a **step up in performance and protection**, designed with advanced features:

☒ **AnchorLock™ Layer** technology for enhanced wind uplift protection and durability.

☒ Reinforced **nail line zone** for a stronger hold and better weather resistance.

☒ **Superior granule adhesion** to maintain color and appearance over time.

☒ **Wind warranties** up to 160 mph (with TAMKO's Enhanced Wind Coverage).

Ideal for those seeking greater longevity and peace of mind than basic shingle options provide.

*Any wood damage will have to be repaired to ensure the proper installation of the new roof covering at \$90 per sheet. - First 3 sheets are Free!

*Roof deck will be re-nailed to meet current code requirements

Shingle | Better | Tamko Titan XT

WIP100 | Ice & Water Shield

Tamko Vinyl CoolRidge Vent 4'

Drip Edge | 26ga GV 6" 2 1/2"

Starter Shingles | 105 LF

Hip & Ridge | 33 LF

Valley Roll | Galvalume | 26ga 16X50 mill

Option Total: \$17,034.82

Signature Page

Structure - Building 1

Options Please Choose One

Better Option | Tamko Titan XT Shingles \$17,034.82

Summary

Customer

Name: James Byers

Project

Name James Byers

Number #1452

Street: 4335 18th Ave SE

City: Naples **State:** FL **Zip:** 34117

Subtotal:

Total:

Authorization

By signing this document, you confirm that you have read and agree to all Terms & Conditions, in addition to the option and/or upgrades selected above.

Signer

Signature

Date

James Byers

Notes/Comments

Terms & Conditions

Florida Homeowners Construction Recovery Fund

Payment, up to a limited amount, may be available from the Florida 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:

Florida Construction Industry Licensing Board
2601 Blair Stone Road, Tallahassee, Florida 32399-0791
Phone: (850) 487-1395
Website: www.myfloridalicense.com

Law HB 939 Effective July 1, 2024 (only applicable during a state of emergency)

You, the residential property owner, may cancel this contract without penalty or obligation within 10 days after the execution of the contract r by official start date, whichever comes first, because this contract was entered into during a state of emergency by the governor. The official start date is the date on which that work that will be included in the final work on the roof comences, a final permit has been issued, or a temporary repair to the roof covering o roof system has been made in compliance with the Florida Building Code.

Payment Terms:

25% upon acceptance. Remaining balance is due upon substantial completion.

Forms of Payment: Cash, Check, Credit Card, ACH

There will be an additional 3% charge (of total contract price) for a processing fee on all credit card and/or ACH payments.

Builders Risk Insurance:

The Owner and the Contractor have risk of loss and may elect, at their expense, to cover such risk by purchasing Builders Risk Insurance to cover materials in transit and/or in temporary storage throughout the project.

Signage:

The Customer agrees to allow Whitby Roofing LLC to install yard signage on the property for a minimum of 30 days and no more than 90 days to advertise our company and the completed work.

WindStorm Insurance:

Please note most insurance companies require re-roof at the following roof ages in order to maintain windstorm insurance:

- 3-Tab Asphalt Shingles: 15 years old
- Architectural Asphalt Shingles: 20 years old
- Flat Roofs: 20 years old
- Tile Roofs: 30 years old



Contract Provisions:

1. Schedule:

All agreements on the project timeline are contingent upon accidents or delays beyond our control (ex. material manufacturing or distribution delays, change order, or approval delays, logistical delays due to other parties, rain days, named storms, etc) In addition, upon acceptance of the contract, Whitby Roofing LLC mobilization may not be delayed by the building owner(s) or scheduled more than 60 days in advance to protect the project cost from material price adjustments or increases. Any increases in material pricing due to delays beyond the control of Whitby Roofing LLC will be covered by the owner(s). **NOTE:** Permitting times are out of the control of Whitby Roofing LLC. Once permits are requested it is dependant on the city or county building officials. Standard waiting times for permits are approximately 30 days and can vary.

2. Liability:

Whitby Roofing LLC carries liability insurance as per Florida Law, but will not be help responsible for constrution effects such as but not limited to dust, dirt, noise, asphalt, landscape, walks, drives, sudden rain storms, or any accident beyond our control. It is agreed Whitby Roofing LLC will maintain yard conditions with best efforts, but Whitby Roofing LLC will not be held liable for landscaping issues due to necessary access to complete the project. Whitby Roofing LLC is not responsible for any damages that may occur because of the weight of equipment or vehicles necessary to complete the project.

NOTE: Whitby Roofing LLC offers a driveway and paver protection plan to cover sidewalks, drives, pavers, vegetation, etc. With wood and plastic covering as desired for the prokect. The cost of this protection plan differs based on the extent of the protection equipment needed.

3. Warranty:

Any warranty shall apply to specification only and does not cover additional damage to the property. Damage incurred by other partes, a names storm, other dorce events, etc is not covered under warranties. All repairs and replacements for asphalt, tile, and composite have a 5 year workmanship warranty. Metal roof repairs and replacements have a 10 yorkmanship warranty. Manufactue warranties are as stated by the manufacture. Damage to the roof casued by obvious circumstances such as but not limited to trees, footwear, termites, mold, additional work done by others, etc is also not warrantied. Repair warranties are limited to the area of the repair. In the event of future leaks in addition ares or due to additional causes, the warranty will not cover these areas and these new or additional issues would require an additional contract for the work. **NOTE:** Roof Repairs are only temporary solutions to long term problems. The signature below indicates the customer/client understands that forgoing a roof replacement for a roof repair may not correct all of the leak issues with the structure (ex. A/C condensation, mechanical equipment issues, attic ventatlation issues leading to humidy problems, water intrusion throug walls and windows etc) Additionally, the repair of one leak does not mean that another leak will not occure in the future. Termite damage is a major issue in Florida and termites may cause multiple leaks and even create damage to a newly repaired area causing a roof to leak again (Under these circumstances, this would not be a recalls, but an additional repair.) Additionally some leaks may spot through one area, but may have multiple sources of water intrusion. The repair of one of those sources may not fully correct the issues. **PLEASE SCHEDULE ROOF REPAIRS AT YOUR OWN RISK.**

4. Damage Limitation:

In the event any breach of contract of defective work clain against Whitby Roofing LLC, the total liability to Owner shall be deemed limited to the contract price reflected on the bottom line (total) of the proposal. All claims for damages of any kind, but not limited to special, indirect, incidental, consequential, punitive, and/or exemplary damages in excess of the contract price reflected on the Proposal shall be deemed waived and released. Whitby Roofing LLC shall bear no liability for damages related to or caused by delivery of materials or dumpsters, ceiling cracks, interior drywall, painting, landscaping, screens and/or buried improvements. Whitby Roofing LLC shall bear no liability for damages caned to A/C lines, electrical wires, plumbing, or other items located too close to the roof decking.

5. Roof Components:

Unless otherwise specified in the contract, re-roof will only include standard roof terminations per the manufacturer. Other components included must be specified within the contract.

6. Non Roof Details:

Whitby Roofing LLC may recommend repairs or replacement of non-roof components, that may still affect the viability of the roofing system including, byt not limited to stucco or wall repairs and treatments tied into the roofing system, plumbing or drainage issues, HVAC or mechanical issues, solar panels, rool cags, custom gutters, etc. If these recommended issues are not treated or fixed in due times, they may negatively affect the roofing system and/or void the warranty of the roofing system. Whitby Roofing LLC will not be held liable for non-completion of the details and damages this may cause to the roofing system.

7. Annual Maintenance Inspection:

In the case of long-term warranty (more that one year), annual roof maintenance inspections must be conducted by Whitby Roofing from the effective date of the warranty to keep valid the Whitby Roofing LLC limited warranty throughout the maximum duration. Any necessary roof maintenance (as determined by annual maintenance inspections) must be conducted by Whitby Roofing LC to ensure the quality of the roof remains unperturbed by external forces as mentioned above.

8. Existing Structure

Whitby Roofing LLC can not be held liable for undetectable deficiencies within the existing structure/deck underneath the roofing system (including sloping issue that may result in ponding water acceptable by building code.)

9. Open Beam:

Please be advised that where you have open beam ceilings; dust, dirt, and debris will infiltrate the interior of the structure. Please take precautions to protect any items that you do not wish to be soiled. Also, it is the responsibility of the homeowner(s) to notify Whitby Roofing LLC that you have open beam ceilings. Failure to do so could result in damage to the open beam ceilings because if we, Whitby Roofing LLC, do not know that you have open ceilings we could use nails too long and they will penetrate through the wood and become exposed.

10. Oil Canning:

Whitby Roofing LLC is not responsible for oil canning, a common aesthetic phenomenon in metal roofing that does not affect the structural integrity of the panel system.

11. Internal Plumbing Systems:

Whitby Roofing LLC recommends checking, maintaining, and jetting any internal plumbing, both prior to and after any major construction projects if any internal plumbing systems exist within the building structure.

12. Additions By Others:

In the event additions such as, but not limited to terrace tiling, artificial glass, lightening, additional HVAC or mechanical vents, etc are installed by others atop our work without our written permission or supervisions, these items may void out any warranty.

13. Other Trades

In the event mechanical, plumbing, electrical, concrete restoration or other trades are necessary to complete or tie in the roofing system correctly, the owner or owner's representative is responsible for scheduling and hiring these trades in coordination with Whitby Roofing LLC unless otherwise agreed and contracted differently.

14. Contract Addendums:

In the event of any contract addendums, additions, or alterations to this contract, these contract terms shall take ultimate precedence if any conflict or disagreement with any potential terms. These terms supersede any conflicting terms.

15. Contract Negotiations

Any alterations to the existing contract herein may result in Attorney fees being charged to the building owner in the event the contract herein may result in Whitby Roofing LLC needing the advisement of our team of construction attorneys. Any fees will be billed directly and at cost to the building owner.

16. Workmanship:

Whitby Roofing LLC will have final say over any workmanship specifications or details resulting in Whitby Roofing LLC warranty. If in conflict with the owner of any consultant, engineer, or architect hired by the owner, Whitby Roofing LLC details and specifications supersede those of any other parties unless expressly specified in writing. Additional details or detail alteration are agreed to be contracted as a change order.

17. Consultation:

If hiring Whitby Roofing LLC, it is agreed Whitby Roofing LLC and Whitby Roofing LLC employees are the experts in the field of roofing and are ultimately in charge of the project. If any third party consultants or engineers are hired by the owner, they will be hired as indirect observers of the project, not as direct supervisors to Whitby Roofing LLC. The contract between Whitby Roofing LLC and the owner(s) is an agreement that Whitby Roofing LLC has the knowledge and experience to complete the project without third party supervision unless otherwise agreed in writing.

18. Demobilization:

If asked to demobilize by the owner, property manager, or GC for whatever reason, all Whitby Roofing expenses, including storage of materials, transportation costs associated with demobilizing, equipment demobilization costs, profit and overhead will be covered up to the point of demobilization (including demobilization for named storms or force majeure events).

19. Cancellation/Unknown Conditions:

If the owner(s) wishes to cancel this transaction prior to mobilization, the owner(s) must pay any and all permit and engineering costs of the project to date, including office administration fee of \$500. In the event the contractor determines this agreement cannot be performed as intended by the parties due to, for example, incorrect pricing, unforeseen/hidden structural defects or pre-existing conditions to the buyer's property, Whitby Roofing LLC may cancel this agreement, notify the owner(s) of such cancellation in writing and return all monies paid to the buyer(s) up to the current progress of the project including O&P expenses.

20. Materials:

Whitby Roofing LLC recommends checking, maintaining, and jetting any internal plumbing, both prior to and after any major construction projects if any internal plumbing systems exist within the building structure.



21. Additional Terms Agreement:

In the event payment is not made as agreed in terms, all fees incurred in collection are to be paid by the owner or signer.

22. Late Fees:

If payment surpasses 30 days overdue, a late fee of 3% of the Total amount due will be shared in addition to the remains total amount due. The 3% late fee will be continuously applied every 30 days overdue (Compounding) unless otherwise specified within the contract. NOTE: Material suppliers impose late fees to Whitby Roofing LLC when materials are not paid within 30 days - these charges are fairly imposed and passed down through Whitby Roofing LLC for unpaid bills and invoices.

23. Lien Rights:

If payment has not been received once 45 days overdue, Whitby Roofing LLC has the right to process a claim of lien unless otherwise specified within the contract. Section 713.001-713.37 Florida Statutes). Additionally, as required by Florida Construction Lien Law, Whitby Roofing LLC hereby notifies owner(s) that persons or companies furnishing

labor or materials for the construction on owner's land may have lien rights on owner's land and building if the contract is not timely paid in full.

24. Written Notice:

Florida law states written notice must be delivered to Whitby Roofing LLC regarding any potential defects and Whitby Roofing LLC must be given the opportunity to correct such defects 60 days prior to attempting any legal action. (Per Chapter 558 of the Florida Statutes)

25. Attorney Fees:

In the event of a legal dispute, the defeated party will pay reasonable attorney fees and travel expenses related to a legal dispute.

26. Online Payments:

Payments are now accepted through Quickbooks merchant services for CC payment via the online payment portal for residential properties only.

27. Referral Program:

Whitby Roofing LLC offers the opportunity to receive a \$50 Gift card for providing any customer referral translating into a project with Whitby Roofing LLC.

28. Digital Material Rights:

Whitby Roofing LLC reserves the right to use photos taken by employees for record purposes in addition to advertising and other digital media means so long as they do not infringe the privacy of customers and their property.

29. Named Storm Pricing:

Potential named storm threats may affect material pricing and availability. In the event of a "named storm" landing in South Florida, Whitby Roofing LLC must be compensated regarding pricing increases and scheduling issues due to material delays or unworkable weather. This includes other force majeure events.

30. Profile and Color Selections:

Roof shingles, tiles and metal panel profiles and colors must be selected and approved within fourteen days of the accepted contract or else price may be subjected to regular material price increases.

31. Price Quote:

This estimate will be automatically withdrawn if not accepted within THIRTY(30) days. NOTE: metal roofs must be accepted within fifteen(15) days of receiving the price quote due to the volatility in material/metal pricing.

32. Execution of Contract:

This estimate becomes an executed contract upon signature by both parties, a Whitby Roofing LLC employee/officer and the property owner(s) or an authorized signer (Property Manager).

Acceptance of Proposal: By signing this proposal you agree to the above prices, scope, specifications, and conditions are satisfactory and hereby accepted. Whitby Roofing is authorized to do the work specified.