

AOB Contract

1509 Hickory ave Suite B
Harahan, LA 70123
Phone: (504) 305-1242
Email: timmy@fdlconstruction.com
Web: www.fdlconstruction.com
Lic# 87360 Lic# 43357



Customer Name: Langlois or Amy Sins Email Address: amy@langloisnola.com
Address: 1841 N Rampart St Home Phone: 504 616-4089 Mobile Phone: 504 616-4089
City: New Orleans County: Orleans State: LA Zip: 70116 Work Phone: _____

ROOFING SPECIFICATIONS

- Type of Roofing System: _____
- Manufacture: _____
- Style/Model: _____
- Shingle Color: _____
- Tear Off: YES ___ # Layers: ___ Type: _____
- Underlayment: _____
- Valley Material: _____
- Ridge Cap: _____
- Flashing: _____ Pipe Stacks: _____
- Ventilation: _____
- ◆ Ice & Water Shield: _____
Application: _____

Gutter Cleanout: Protect Landscape Where Needed:
Roller Magnet for Nails: Furnish Permit if Required:

◆ Company limited workmanship warranty: 1 years

SPECIAL ATTENTION AREAS

Existing Damage to Driveway(s)?: YES NO

Skylights: YES Count: _____ Action: _____

Existing Leaking: YES Where? _____

Interior Damage: YES Where? _____

Replace Plywood at \$____ per sheet (if needed)

*** 3 sheets/boards included with each project ***

DISCLAIMERS: FDL is not liable for electrical vents and equipment; Removal or installation of solar panels; Satellite alignment; Incidental and consequential interior damages; Un-Stable Driveways; & Awnings **INITIALS: X**

SCOPE OF WORK / SPECIAL INSTRUCTIONS

Roof Labor Only- Owner to supply all materials

Louisiana Contractors License Above

PAYMENT SCHEDULE

PAY BY: Insurance Check, Personal Check, Cash (Management Only)

Current Insurance Allowance for Selected Repairs: \$ _____

Supplement Items (permit, components, etc): \$ _____

General Contractor's Overhead & Profit (20%): \$ _____

Upgrade(s) Requested: _____ \$ _____

Additional Work Requested: _____ \$ _____

Current Agreement Amount (subject to increase): \$ _____

** Any upgrade(s) or additional work requested by customer that is not approved by the insurance company is the customer's responsibility and will become part of this agreement.

PAYMENTS MADE TO Fleur De Lis Construction

	DATE	AMOUNT	FDL REP.
Deductible	___/___/___	\$ _____	_____
1st Payment	___/___/___	\$ _____	_____
Progress Payment	___/___/___	\$ _____	_____
Final Payment	___/___/___	\$ _____	_____

INSURANCE PAYMENT ACKNOWLEDEMENT

[Handwritten Signature]

Customer agrees to allow insurance carrier and mortgage co (if applicable) to make any and all payments for this claim directly to Fleur De Lis Construction and Remodeling LLC

TERMS: Assignment of Insurance Benefits:

I hereby assign any and all insurance rights, benefits, proceeds, and any causes of

action under any applicable insurance policies to **Fleur De Lis Construction and Remodeling LLC (FDL)**, for services rendered or to be rendered by FDL. By executing this document, I intend for all rights, benefits, and proceeds for services rendered by FDL to be irrevocably assigned solely and exclusively to FDL. In this regard, I make this assignment in consideration for FDL's agreement to perform labor, services, supply material, and perform it's obligations under this contract, including not requiring Full payment at the time of service. I hereby unequivocally direct my insurance carrier and/or lender to release any and all information requested by FDL, it's representatives representative, and/or it's attorney for the purpose of obtaining actual benefits to be paid by my insurance carrier for services rendered or to be rendered. Customer agrees to allow insurance carrier and/or lender to make all payments for work completed with this claim to Fleur De Lis Construction and Remodeling LLC. **If this claim is not approved by the insurance company both the contractor and homeowner have no further obligations under this contract. Customers out of pocket expense will not exceed deductible!!**

You the buyer, may cancel this transaction at any time prior to midnight on the third day

CUSTOMER INITIALS: X

Customer Acceptance: Date: ___/___/___

By: X _____

FDL Representative: _____

Insurance Company: _____

FDL Rep Signature: *[Handwritten Signature]*

Insurance Claim #: _____

FDL Management: Timmy Sims

Insurance Adjuster: _____

THE CONTRACTOR ON THE FACE OF HEREOF AND ANY AGREEMENT MADE PURSUANT THERETO BETWEEN Fleur De Lis Construction and Remodeling LLC (THE COMPANY) AND THE CUSTOMER(S) WILL BE SUBJECT TO ALL APPROPRIATE LAWS, REGULATIONS AND ORDINANCES, AND TO THE FOLLOWING SPECIAL TERMS AND CONDITIONS.

1. All contracts subject to approval of our Credit Department & Management.
2. Payments shall be made upon the following terms. Net cash on or before the tenth (10th) day following the completion of work. if work is of such nature that it will exceed one calendar month, partial payments shall be made on the tenth (10th) of each calendar month, based on the work completed and materials on the job as the last day of the preceding month as evidenced by our statement. in the event there needs to be an inspection, then the maximum allowable hold-back will be ten (10%) percent for a maximum of thirty (30) days from completion.
3. NOTICE TO OWNER: Failure of this contractor to pay those persons supplying material or services to complete this contract can result in the filing of a mechanic's lien on the property which is the subject of this contract pursuant to applicable sections of Louisiana's Construction Lien Law. To avoid this result, you may ask this contractor for "Lien Waivers" from all persons supplying materials or services for the work described in this contract. Failure to secure lien waivers may result in you paying for labor and material twice.
4. Should default be made in payment on this contract, charges shall be added from date thereof at a rate of one and one half percent per month (18% PER ANNUM) with a minimum charge of \$2.00 per month, and if placed in the hands of an attorney for collection, all attorney's fees, and legal filing fees shall be paid by Customer accepting said contract.
5. The company shall have no responsibility for damages from fire, windstorm or other hazard, as is normally contemplated to be covered by Homeowners insurance, unless a specific written agreement has been made prior to commencement of the work.
6. The quotation on the face hereof does not include expenses or charges for additional bond or insurance premiums or costs beyond normal bond and insurance coverage, and any such additional expenses, premiums or costs shall be added to the amount of the contract.
7. Replacement of the deteriorated decking, roof jacks, ventilators, flashing or other materials, unless otherwise stated in this contract, are not included and will be charged as an extra on a time and material basis.
8. This contract, if not signed, will expire in thirty (30) days from the date unless extended in writing by the Company. After thirty (30) days, we reserve the right to revise our price in accordance with costs in effect at that time.
9. The Company shall not be liable for failure or performances due to labor controversies, strikes, fires, weather, and inability to obtain materials from the usual sources, or any other circumstances beyond the control of the Company whether of similar or dissimilar nature.
10. The Company is not responsible for any damage below the roof, due to leaks by excessive wind, ice dams, hail or pre-existing construction defects during the period of the warranty. The Company will not be responsible for damage below the roof due to workmanship leaks if not notified in writing within twenty-four (24) hours of first occurrence of leak.
11. If roofing and sheet metal work is involved, it is understood and agreed to, that our standard roof guarantee shall be acceptable and that all the terms and provisions therein shall prevail unless otherwise specifically agreed to, in writing, prior to the commencement of the work. The warranty period shall be for one year unless otherwise stated in writing.
12. If material has to be reordered or restocked because of a cancellation by the customer, there will be a restocking fee equal to fifteen (15%) percent of the contract price.
13. This contract and warranty shall not be assigned and is non-transferable.
14. With regards to the Assignment of Insurance Benefits included within this agreement, customer understands and agrees that the interests and rights in this claim are transferred to Fleur De Lis Construction and Remodeling, LLC and that any and all monies paid under this claim will be paid directly from insurance company to Fleur De Lis Construction and Remodeling, LLC for all work to be completed
15. If this contract is cancelled by the Customer later than three (3) days from execution, customer shall pay the Company twenty- five (25%) percent of the insurance settlement total as liquidated damages, not as penalty, and the Company agrees to accept such as a reasonable and just compensation for said cancellation.
16. This Agreement constitutes the entire agreement between the parties. it may be changed only by written instrument and signed by both parties.
17. if any provision of this agreement should be held to invalid or unenforceable, the validity and enforceability of the remaining provisions of this agreement shall not be affected thereby.
18. Any representation, statements, or other communications not written in this contract are agreed to be immaterial, and not relied on by either party, and do not survive the execution of this contract.
19. For the written warranty to become valid, the contract must be paid in full.
20. The Company has the right to supplement the Insurance Company in the event material and labor increases over five (5%) percent from the date of the damage or if labor and materials exceed the original scope of loss.
21. The Company has the right to order excess materials. All excess materials belong to the Company.
22. Supplement(s) paid by the insurance Company for additional labor and/or material needed beyond the original scope or repairs shall be paid directly to the Company.
23. These conditions shall be considered a part of any contract entered into or authorized to precede the same as if they were included therein.
24. Full scope of insurance proceeds shall be defined as the full price for repairs allowed by the insurance company before any deduction of deductible or depreciation is subtracted.
25. Lien waiver to be issued upon payment of remaining balance. **CUSTOMER INITIALS: X**