

9551 Interline Ave Baton Rouge LA 70809

www.premiersouthla.com

## **Contract**

Date	Job#
05/09/2022	

Phone: 225-757-6621 Fax: 225-757-6612

## **Customer Information**

1210 Charters Association - Kierstin Keyserling

1210 Chartres Street #2

New Orleans LA 70117

Company Rep

Matt Lefeaux

		Matt Leteaux
Description		Total
Scope: -Remove synthetic shingles, properly dispose in dumpster. Haul and dispose of these materials -Prepare the existing decking, if any roten or broken wood is found it will be replaced at an ext of at least \$190.00 per sheet 4x8 regular decking. Special materials will be priced and cost sep -Install all new breathable underlayment -Install new 18" x 12" semi weathered gray/green natural slate -Install new flashings on firewall -Stainless or copper flashing material and nails will be used throughout -Remove and replace approx. 272 LF drip edge -Replace all components (pipe jacks, 750's, turbines, and ridge vent) -Detach and reset current hip and ridge clay tile capping approx. 150 LF -Remove and replace 3.16SQ of flat roof on the front side of the building, repair any rotten woo -Premier South disposes all waste from roof, gutters, and yard. We use magnets around the pe job to remove hazardous nails.  -This estimate includes the use of a lift for disposal and installation of new roof system. It also i necessary permits to perform repairs2 year workmanship warranty  -40% deposit down to place material order and schedule work. < \$ 36,526.00 >  **Deposit received and agreement made 7/1/2022***  Customer Signature	od. erimeter of	
	<b>Total</b> \$91,315.00	

## WE (PREMIER SOUTH ROOFING AND SHEET METAL – HEREINAFTER "PREMIER SOUTH") HEREBY PROPOSE TO FURNISH ALL LABOR AND MATERIALS IN ACCORDANCE WITH THE CONDITIONS SET FORTH ON THIS "AGREEMENT" SIGNED BY (HEREINAFTER "CUSTOMER"):

- 1. Premier South will furnish all permits, labor, materials, equipment, tools, transportation and services necessary for, and incidental to, the repairs and/or work set forth on the reverse side hereof. Any repairs and/or work not specifically set forth thereon are expressly excluded from this Agreement. Therefore, the performance of any such work including, but not limited to, decking, fascia boards, roof jacks, ventilators, flashing or any other materials will not be performed pursuant to this Agreement and instead must be included in a separate written contract. If no such separate written contract is executed by the parties, Customer expressly agrees to pay these excluded items as an addition to this Agreement on a time and material basis.
- 2. Premier South uses large magnets to sweep the perimeter of your property for nails and performs a visual walk around for small debris. Although this is thorough it is no guarantee that all materials or debris will be found. Therefore, Customer specifically agrees to perform an inspection of the Property after the work is complete and expressly releases Premier South from liability for any personal injuries or property damage relating hereto.
- 3. Premier South is not responsible or liable for any damage or personal injuries related in any way to air conditioner lines, electric wiring, plumbing, etc. improperly installed in the attic. Instead, it is Customer's duty to notify Premier South in writing prior to the commencement of our work of anything in the attic near the roof decking that may impact or be impacted in any way by our work.
- 4. Should Customer fail to make any payment within thirty (30) days of its due date, Premier South shall be entitled to recover interest at a rate of 1.5% per month (18 annum) on all amounts outstanding until paid in full. In addition to the interest owed on all amounts outstanding as set forth herein, Customer expressly agrees that it shall be obligated to pay the costs, expenses, and attorney's fees that may be incurred or paid by Premier South in enforcing any terms, conditions, or obligations of this Agreement set forth herein, regardless of whether or not litigation is commenced.
- 5. If this Agreement is cancelled for any reason after 3 days of execution, Customer shall forfeit the ten percent (10%) paid to Premier South upon execution hereof which amount shall be considered liquidated damages, rather than a penalty.
- 6. Should Premier South breach and/or be in default of any portion of this Agreement, its maximum liability resulting therefrom is expressly limited to the original cost of labor and materials for the work to be undertaken by Premier South hereto, which Customer expressly agrees are liquidated damages. Customer expressly agrees that consequential damages against Premier South are not allowed or permitted.
- 7. This Agreement is expressly conditioned upon proper working conditions; therefore, Premier South is not in default or breach hereof due to any circumstances and/or delays beyond the control of Premier South including, but not limited to strikes, labor controversies, accidents, acts of government, fires, weather, acts of God, availability of specific materials, and/or function of equipment.
- 8. This Agreement may not be assigned without the prior written consent of all parties hereto and contains all terms, conditions, and agreements between the parties relating to Customer's Property and it renders null and void, supersedes, and replaces all prior or subsequent statements, discussions, bids, letters of intent, negotiations, agreements, promises, understandings, representations, or contracts unless they have been reduced to writing and signed by all parties hereto. Any representation, statements or other communications not written in this contract are agreed to be immaterial, not relied on by either party as an inducement to enter into this Agreement, and do not survive the execution of this Agreement.
- 9. This Agreement can be amended, modified, and/or altered only by a subsequent written agreement that is signed by both parties. Customer irrevocably stipulates that the conduct of the parties, oral statements, and any other non-written and signed actions are not sufficient, and will never be sufficient, individually or collectively to amend, modify, and/or alter this Agreement. If as a result of this Agreement, some other contract or understanding is signed by the parties hereto, then the terms and conditions of this Agreement are and shall become part of the overall agreement, understanding, and contract between the parties. However, no oral contracts, understandings or agreements will ever be valid between the parties regardless of whether the alleged oral contract was entered into prior to or after the execution of this Agreement.
- 10. If any provisions of this Agreement should be held to be invalid or unenforceable, in whole or in part, as written, then only that provision will be narrowed to conform to law, and the balance of the Agreement will remain valid and in full force and effect.
- 11. No warranties or guarantees, whether expressed or implied, are made by Premier South with regard to the products, materials, and/or work to be performed on Customer's Property except for those specifically set forth in this Agreement.
- 12. No work will be performed and Premier South will not be obligated to Customer without a fully executed copy of this Agreement signed by all parties hereto.
- 13. Customer agrees and stipulates conclusively that prior to its execution Customer has read and understands all of the obligations, terms, and conditions of this Agreement and has, on the advice of legal counsel, entered into the joint negotiations that culminated in the execution of this Agreement. Customer further agrees and stipulates conclusively that, even though all or substantially all of the terms, conditions, and obligations appear on a printed form, both parties participated equally in the drafting of all of the obligations, terms, and conditions of this Agreement.
- 14. The terms of this Agreement are governed by the laws of the state of Louisiana.
- 15. Accidents, acts of government, fires, weather, acts of God, and/or other events occurring after the work set forth herein is completed are expressly excluded from coverage under any warranty relating hereto, including but not limited to any labor and/or material warranty.
- 16. Premier South will carry General Liability Insurance and Workers' Compensation Insurance and upon request will provide Certificates of Insurance to Customer prior to the execution of any work.

Customer:	Date:
Premier South:	Date: