



**Lucius Roofing Co., Inc.**  
 A Division of Complete Home Repair, LLC  
 P.O. Box 342477  
 Bartlett, TN 38184-2477  
 Phone: 901-382-0132 • Fax: 901-590-4687  
 www.luciusroofing.com



**REPRESENTATION AND REPAIR AGREEMENT**

I/We \_\_\_\_\_ hereby authorize Lucius Roofing Company, a Division of Complete Home Repair LLC, to work with my insurance company and its appointed claims adjuster for the damages as noted below to my property:

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_

**Lucius Roofing agrees to perform the following:**

- On behalf of the homeowner, work in a timely manner as well as in good faith.
- Identify damages to homeowner’s property using industry standards.
- Meet with the insurance adjuster or audit existing claim, either by phone and/or an on-site meeting.
- Repairs will be made to the homeowner’s property without exceeding the final settlement amount agreed upon by the claims adjuster, insurance company and Lucius Roofing.
- Provide a contract to give insurance company covering the work outlined in the insurance adjuster’s summary for the amount stated therein, subject to any supplements contractor may negotiate with insurance adjuster or homeowner.
- Like, kind and quality of materials will be used. If possible, upgrades will be offered.
- Lucius Roofing will collect money from the claim for the repair work performed.
- A final invoice will be provided to expedite final payment from the insurance or mortgage company.

**Homeowner Agrees to perform the following:**

- Provide to Lucius Roofing a copy of the insurance adjuster’s summary report.
- Execute and deliver the signed contract with Lucius Roofing to the insurance adjuster.
- Agrees that Lucius Roofing is paid 100% of the approved dollar amounts agreed by the claims adjuster for the work actually performed.
- The deductible amount of: \$ \_\_\_\_\_, is the only out-of-pocket expense by the homeowner.
- To expedite endorsements required by lien holders named on your insurance check.
- Instruct the claims adjuster to discuss all matters pertaining to your claim with Lucius Roofing.
- Understands that Lucius Roofing Co. is a contractor and may be entitled to the customary 10% profit and 10% overhead paid by the insurance company.

This agreement is subject to insurance company approval of roof replacement. If roof replacement claim is denied, this agreement is void and Lucius Roofing Co. performs no work.

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Ph.: \_\_\_\_\_ Work Ph.: \_\_\_\_\_ Cell: \_\_\_\_\_ Email: \_\_\_\_\_

Owner(s) Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Insurance Company: \_\_\_\_\_

Mortgage Company: \_\_\_\_\_

Claims Adjuster: \_\_\_\_\_ Phone: \_\_\_\_\_ Claim #: \_\_\_\_\_

Lucius Roofing Representative: \_\_\_\_\_

Both sides of this document, including the terms and conditions below, and any agreement executed in writing, pursuant thereto, between the "Company" and the property owner(s) or property owner's representative(s) hereby referred to as the "customer" are subject to the laws in effect in the State in which it has been signed and executed.

ANY REPRESENTATION, STATEMENTS, OR OTHER COMMUNICATIONS NOT WRITTEN IN THE CONTRACT, OR MADE IN WRITING PURSUANT THERETO, ARE AGREED TO BE INVALID, AND NOT RELIED ON BY EITHER PARTY AND, DO NOT SURVIVE THE EXECUTION OF THIS CONTRACT.

1. First payment is due prior to commencement. Payment is due for the remainder of the contract with the completion of each individual trade.
2. Should default be made in payment of this contract, a lien will be placed on the property and charges will be added from the date of substantial completion at the maximum allowed by law. If placed in the hands of any attorney for collection, all attorney and legal fees will be paid by the "customer." Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.
3. The "company" and the "customer" agree to settle all disputes through the American Arbitration Association.
4. The full amount of all money as specified by an agreed price, or, as specified by "Full Scope of Insurance Proceeds," does not include any extras such as carpentry repairs, or any other repairs not specified, and not covered by the "Full Scope of Insurance Proceeds," that is necessary to complete the repair process as required by local building codes, and building officials, or to satisfy cosmetically, the "Customer."
5. If the "Customer" chooses not to pay for a part of the scope of the contract, an individual line item or a trade, the "customer" releases the "Company" of its obligations for the performance of that component with regard to the integrity of the building system as a whole.
6. The "Company" is not responsible for damage below the roof due to leaks caused by excessive wind greater than 55m.p.h., ice, or hail, at any time during construction process, or the warranty period.
7. The "Company" will not be responsible slight scratching and denting of gutters, oil droplets in driveways, hairline fractures in concrete, flowers, or minor broken branches on plants and shrubbery, slight scratching and denting of gutters, oil droplets in driveways, hairline fractures in concrete, flowers, or minor broken branches on plants and shrubbery.
8. This contract can be made canceled at any time prior to midnight of the third business day after the date of this agreement.
9. If this contract is canceled by the customer later than three (3) days from execution, "Customer" agrees to pay the "Company" 25% of the contract price for: 1) Consulting Services Rendered, or 2) Liquidating fees. If materials have to be returned due to this cancellation, the "Customer" agrees to pay an additional fee of 10% for restocking.
10. The "Company" reserves the right to supplement the Insurance Company for increases in the "Full Scope of Work," and, or documented prices increases, "Customer" agrees to allow these supplements to be paid directly to "Company."
11. All excess materials remain the property of the "Company."
12. "Full Scope of Insurance Proceeds" shall be defined as the full price for repairs and replacements allowed by the Insurance Company.
13. If any provisions of this contract should be held invalid or unenforceable, the validity and enforce ability of the remaining provisions shall not be affected thereby.

#### WARRANTY

OUR STANDARD WORKMANSHIP WARRANTY IS FOR FIVE (5) YEARS. WE WILL PROVIDE YOU A WRITTEN WARRANTY UPON RECEIVING YOUR PAYMENT IN FULL FOR THIS CONTRACT.

14. We will not honor our warranty on contracts that are not paid in full.