

## INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made this 30st day of September, 2016,  
Between

**HERITAGE ROOFING** (hereinafter "Contractor")

2270 West Chenango Ave #400

Littleton CO 80120

Telephone Number 720-377-6277 Fax Number 303-794-3557

Federal Tax I. D. # 20-1718573

And

**PROMONTORY COURT HOMEOWNERS ASSOCIATION, INC.**

A Colorado non-profit corporation (hereinafter "Association")

1499 W. 121<sup>st</sup> Avenue #100

WESTMINSTER, CO 80234

Telephone Number (303) 457-1444 Fax Number (303) 457-0670

This agreement is for work to be performed at Promontory Court Homeowners Association, Inc. in Jefferson County, at Brentwood Way and Independence Ave., Westminster, Colorado. In consideration of the mutual promises contained herein, we agree as follows:

1. Homestead Management Corporation is not a party to this Agreement.
2. Work
  - A. All material, equipment, taxes, insurance, licenses, permits and labor required to re-roof the shingled roof of thirteen buildings and to coordinate all other insurance work included in the claim.
3. Payments
  - A. The total sum for Contractor's Work, including all labor, supplies, permits, and equipment shall be:
 

**\$437,815.90 (Replacement value cost as of 07-07-16 value may change during project. Scope provided by American Family agreed upon with Heritage Roofing.)**
  - B. Four Hundred Thirty Seven Thousand Eight Hundred and Fifteen and 90/100 Dollars.
 

Payments will be made per contract and addendum.
  - C. Association shall pay Contractors as follows:
    1. All invoices must be submitted to the Association prior to the end of the month, for Work that has been completed and approved by the Association, for payment to be made on or about the 30<sup>th</sup> of the following month, less 10% retainage.

EXHIBIT IV

PROMONTORY COURT HOMEOWNERS ASSOCIATION, INC

INSURANCE CLAIM WITH HERITAGE ROOFING

ADDENDUM TO CONTRACT DATED JULY 10, 2016

**Addendum to Contract Dated July 10, 2016**

**General Information:** Heritage Roofing, Inc. will assist the Insurance adjuster with developing a proper and complete scope of work for the entire community. We will be addressing roofing elements, gutters, windows, screens, painting, garage doors, and any other components damaged by the hail storm within the community.

**Contract and Addendum Details:**

1.) The Insurance estimate will pay to replace the roofs with a product that is similar to the existing roof which is a Premium Architectural shingle. Due to the size of the project, Heritage Roofing, Inc. will provide the community with a **FREE UPGRADE** to a Certainteed Landmark IR - **Class 4 Impact Resistant Shingle** on ALL Buildings per the proposal.

The Class 4 Impact Resistant shingle may help to reduce the communities insurance premiums, and is a Limited Lifetime shingle which is warrantied for 50 years.

2.) Upon substantial completion and payment for the project, Heritage Roofing, Inc. will pay Promontory Court HOA **\$15,000.00** for their authorization to use all before and after photos on the Heritage Roofing website and in our marketing materials.

3.) Payment terms:

30% due upon material delivery

25% due upon completion of 4 residential buildings

25% due upon completion of 8 residential buildings

Balance due upon completion (Roofing schedule will be determined by the association)

4.) Per the community's requests, the roof work can begin within 3 weeks of acceptance by the community and agreement in writing with the insurance carrier. The roof work will be completed within 20 working days (weather permitted).

5.) Heritage Roofing will coordinate the completion of any additional exterior repairs per the price and scope agreed upon with the insurance carrier.

Heritage Roofing Authorized Representative

Date

9/29/16

Promontory Court HOA Authorized Representative

Date

9/29/16

EXHIBIT V

PROMONTORY COURT HOMEOWNERS ASSOCIATION, INC  
INSURANCE CLAIM WITH HERITAGE ROOFING  
ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT

DATED SEPTEMBER 30, 2016

Between Promontory Court Homeowners Association (Association) and Heritage Roofing, Inc.  
(Contractor)

The Association through its management contract with Homestead Management Corporation ("Homestead") has appointed Homestead to be its representative to process and oversee this insurance claim/contract on behalf of the Association. The contractor acknowledges that the cost of this service is to be paid by the Contractor and include in the total contract amount to be paid by the Association.

Homestead will process the insurance claim on behalf of the parties to the Independent Contractor Agreement for a fee of 5% of the amount of the claim including any deductible or supplemental claim amount.

Dated

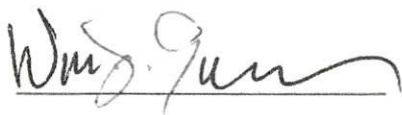
9/29/16

Dated

9/29/16

For the Association:

For the Contractor:



President

