

ROOFING CONTINGENCY AGREEMENT

Property Address: _____ Date: _____

Parties:

Buyer(s): _____

Seller(s): _____

Contractor Information:

Contractor Name: _____

License Number: _____

Address: _____

Phone/Email: _____

Roofing Contingency Terms:

Buyer's obligation to purchase the property is contingent upon the satisfactory completion of a roofing inspection and/or roofing repair estimate by a licensed roofing contractor. Buyer shall have the right to obtain a professional roof inspection and/or a detailed written estimate for repairs or replacement of the roof within the agreed contingency period. If the roof is deemed unsatisfactory or repairs exceed a specified amount, Buyer may terminate this Agreement by providing written notice to Seller prior to contingency expiration. All inspections and estimates shall be at Buyer's expense.

Inspection and Repair:

Buyer agrees to schedule the roof inspection promptly and cooperate with the roofing contractor or inspector. Seller agrees to permit access to the property for the purpose of conducting the inspection, at reasonable times. If repairs are requested by Buyer, Seller may elect to make repairs prior to closing, or Buyer may accept a credit at closing equal to the estimated repair costs. Any repair credits or agreements shall be documented in writing and agreed upon by both parties.

Contingency Period and Termination:

The contingency period shall last for ___ days from the effective date of this Agreement. If Buyer fails to provide written notice to Seller of termination or acceptance of the roof condition within this period, the contingency shall be deemed waived and this Agreement shall continue in full force and effect.

Representations and Warranties:

Seller represents and warrants that to the best of Seller's knowledge, the roof is free of material defects not disclosed and that no known leaks or damages exist beyond those described in this Agreement or disclosed separately in writing. Buyer acknowledges that roof inspections are limited and do not guarantee future performance or absence of latent defects.

Default and Remedies:

If Buyer terminates this Agreement pursuant to the roofing contingency, all deposits shall be refunded promptly, and neither party shall have further obligations hereunder. If Buyer waives the contingency or fails to timely notify Seller of termination, Buyer shall proceed to close the transaction and forfeit any rights under this contingency. Seller retains all rights to enforce the terms of this Agreement in case of Buyer default.

Governing Law:

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of _____, without regard to its conflict of law principles. Venue for any disputes arising hereunder shall be in the appropriate court located in _____ County, _____.

Entire Agreement and Amendments:

This Agreement constitutes the entire agreement between the parties with respect to the roofing contingency and supersedes all prior negotiations, representations, or agreements, whether written or oral. Any modifications or amendments must be in writing and signed by both parties.

Notices:

All notices, requests, demands, or other communications required or permitted under this Agreement shall be in writing and shall be delivered personally, by certified mail (return receipt requested), or by nationally recognized overnight courier, to the addresses provided by the parties.

Severability:

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Signatures:

BUYER'S SIGNATURE

SELLER'S SIGNATURE

Signature: _____

Signature: _____

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