

Terms & Conditions

SUNNY SKY ROOFING LLC FULL TERMS AND CONDITIONS

Version 7/17/2026

These Full Terms and Conditions ("Terms") are incorporated into every proposal, estimate, agreement, change order, or other contract ("Agreement") issued by Sunny Sky Roofing LLC ("Contractor," "we," "us," or "our") that references this version. The property owner, customer, authorized representative, or other contracting party is referred to as "Customer" or "you."

The project-specific proposal, scope of work, pricing, payment schedule, written change orders, warranty documents, and these Terms collectively constitute the Agreement. If a conflict exists, documents control in the following order: signed change orders, project-specific proposal and scope, written warranty, General Terms appearing in the proposal, and these Full Terms.

1. SCOPE OF WORK

Contractor will provide only the labor, materials, equipment, and services specifically described in the project proposal or written change orders. Anything not expressly included is excluded.

Drawings, photographs, measurements, descriptions, and discussions are intended to help identify the work but do not expand the written scope. Work in one area does not include investigation or correction of similar conditions elsewhere unless specifically stated.

Customer represents that they own the property or have authority to approve the work and enter into the Agreement.

2. ESTIMATES AND MEASUREMENTS

Pricing is based on available information, visible conditions, measurements, photographs, plans, and representations made before work begins. Roof measurements and material quantities are approximate and may change when actual conditions are verified.

Unless expressly stated otherwise, an estimate does not include concealed conditions, engineering, destructive testing, hazardous-material testing, code-required improvements, structural repairs, or work by other licensed trades.



Clerical, mathematical, measurement, or pricing errors may be corrected before work begins. If a material error substantially affects the Agreement, Customer may accept the correction or cancel and receive a refund of any uncommitted funds.

3. PAYMENT TERMS

Payments are due according to the schedule stated in the proposal. Customer's payment obligation is not dependent upon receiving insurance proceeds, loan proceeds, tenant payments, grants, reimbursements, or payment from another person.

Invoices are due when issued unless the proposal states otherwise. Customer shall not withhold payment for minor punch-list items, warranty requests, unrelated disputes, or conditions outside Contractor's scope.

Past-due balances may accrue interest at 1.5% per month or the maximum lawful rate, whichever is less. Customer is responsible for reasonable collection costs, court costs, lien-related expenses, and attorneys' fees to the extent permitted by applicable law.

Returned or rejected payments may be subject to bank charges and reasonable administrative costs. Credit-card or financing charges apply only when disclosed and permitted by law.

Warranty coverage does not begin until Contractor has received full payment.

4. DEPOSITS

Deposits and progress payments will be applied to project costs, including scheduling, planning, permitting, mobilization, labor, materials, equipment, and subcontractor commitments.

If Customer properly cancels within an applicable legal cancellation period, deposits will be handled according to the required cancellation notice and applicable law.

If Customer cancels afterward, Contractor may apply payments received against completed work and reasonable costs incurred, subject to Section 25.

5. RIGHT TO SUSPEND WORK

Contractor may suspend work for:

- Nonpayment or late payment
- Denied or restricted site access
- Unsafe working conditions
- Undisclosed hazardous materials
- Customer interference
- Unauthorized work by others
- Failure to approve necessary additional work
- Failure to coordinate tenants or occupants
- Conditions that could damage the work
- Any material breach of the Agreement

Suspension does not constitute abandonment. Customer is responsible for reasonable shutdown, protection, demobilization, storage, remobilization, and



schedule-related costs caused by Customer's act, omission, or default.

Contractor is not responsible for deterioration, water entry, interior damage, or other consequences occurring during a Customer-caused suspension, provided Contractor takes reasonable steps to protect its incomplete work.

6. CHANGE ORDERS

Changes to the scope, materials, price, or schedule must be documented in writing. Approval by email, text message, electronic signature, or through Contractor's project-management system constitutes written authorization.

If immediate work is reasonably necessary to prevent injury, protect the property, maintain temporary weather protection, or comply with code, Contractor may perform limited emergency work and promptly notify Customer.

Contractor may stop affected work while awaiting authorization. Customer-requested changes may affect pricing, scheduling, warranties, and completion dates.

Statements by field personnel or subcontractors do not modify the Agreement unless authorized in writing by Contractor.

7. CONCEALED AND UNFORESEEN CONDITIONS

The contract price assumes that underlying and concealed conditions are reasonably suitable for the proposed work. Contractor is not responsible for conditions that could not reasonably be identified through a visual, non-destructive inspection.

Additional charges may apply for conditions including:

- Rotten, deteriorated, or rusted decking
- Wet, contaminated, compressed, or missing insulation
- Multiple concealed roofing layers
- Trapped moisture
- Structural movement or inadequate framing
- Unmarked wiring, conduit, plumbing, drains, refrigerant lines, or gas lines
- Fasteners or utilities installed too close to the roof surface
- Hidden masonry or wall deterioration
- Asbestos, lead, mold, biological growth, or other hazardous materials
- Incompatible existing coatings, membranes, adhesives, or sealants
- Improperly installed existing roofing
- Code violations or required code upgrades
- Conditions differing materially from available plans or representations

Contractor will notify Customer when practical and provide pricing or a method of calculating additional work. Such conditions may extend the schedule.

8. DECKING AND STRUCTURAL CONDITIONS



Roofing materials require a reasonably sound and secure supporting surface. Unless specifically included, Contractor does not provide structural engineering and does not warrant the structural capacity of the building, roof deck, walls, framing, purlins, joists, trusses, or foundations.

Contractor may replace limited deteriorated decking under any allowance stated in the proposal. Work exceeding that allowance requires additional authorization unless temporary emergency work is necessary to protect persons or property.

Surface repairs do not guarantee that concealed or adjacent materials are sound.

9. EXISTING ROOFS AND LIMITED REPAIR WORK

Roof repairs are limited to the specific areas and conditions described in the scope. A repair does not constitute replacement or restoration of the entire roof and does not guarantee that leaks will not occur from other areas, concealed pathways, condensation, walls, windows, masonry, rooftop equipment, plumbing, or previously completed work.

Water can travel significant distances within a roof assembly before appearing inside. The location of interior water entry may not identify the exterior source. Additional investigation or repair visits may be separately chargeable unless covered by a written warranty.

When an existing roof is aged, deteriorated, improperly installed, wet, rusted, or previously coated, Contractor cannot guarantee the performance of portions that are not removed or included in the scope.

10. WATER ENTRY DURING CONSTRUCTION

Roofing work temporarily exposes portions of the roof and may require removing or disturbing materials that previously limited water entry. Contractor will use reasonable weather monitoring, sequencing, temporary dry-in procedures, and protective measures.

However, temporary coverings and incomplete roofing systems are not equivalent to a completed roof. Contractor does not guarantee that temporary protection will withstand severe or unexpected weather, wind-driven rain, standing water, drainage backups, vandalism, unauthorized disturbance, or conditions beyond Contractor's reasonable control.

Customer is responsible for protecting sensitive interior property, merchandise, equipment, records, electronics, ceilings, and finishes during construction. Customer must immediately notify Contractor of suspected water entry and provide prompt access.

Contractor is responsible for direct damage proven to have resulted from its failure to exercise reasonable care, but is not responsible for preexisting leaks, concealed moisture, consequential business losses, or water entry originating outside its work.



11. WEATHER AND PROJECT DELAYS

Start and completion dates are estimates unless expressly guaranteed in writing. Work may be delayed by:

- Rain, wind, temperature, humidity, dew, or unsuitable cure conditions
- Severe-weather forecasts
- Material or equipment shortages
- Manufacturing or transportation delays
- Labor or subcontractor availability
- Permits, inspections, engineering, or utility coordination
- Customer, tenant, lender, insurer, or property-manager delays
- Change orders or concealed conditions
- Emergencies or circumstances beyond Contractor's reasonable control

Contractor may resequence work or move crews between projects when reasonably necessary. Reasonable delays are not a breach of the Agreement.

12. SITE ACCESS AND STAGING

Customer authorizes Contractor and its employees, subcontractors, suppliers, inspectors, and equipment providers to reasonably access and use the property for project purposes.

Customer will provide suitable access to the roof, work areas, electrical and water service when required, parking, loading areas, dumpster locations, material-staging areas, and restroom access when agreed upon.

Additional charges may apply for restricted work hours, repeated mobilizations, inaccessible work areas, security requirements, escorts, shutdowns, or conditions not disclosed before pricing.

13. DRIVEWAYS, PAVEMENT, GROUNDS AND LANDSCAPING

Customer authorizes reasonable use of driveways, parking areas, loading areas, sidewalks, lawns, gravel, and other designated surfaces for workers, deliveries, dumpsters, trailers, lifts, cranes, and equipment.

Construction traffic may cause temporary impressions, rutting, surface marks, minor cracking, discoloration, gravel displacement, or disturbance to lawns and landscaping. Contractor will use reasonable care but is not responsible for ordinary construction-related wear or damage caused by:

- Preexisting deterioration
- Inadequate pavement or subsurface construction
- Soft or saturated ground
- Concealed voids or unsuitable fill
- Surfaces incapable of supporting customary construction loads
- Undisclosed septic systems, irrigation, drains, wiring, piping, or underground improvements

Customer must identify sensitive surfaces and all known underground or concealed improvements before work begins. Contractor remains responsible for direct damage caused by its failure to exercise reasonable care.



14. INTERIOR AND EXTERIOR PROPERTY PROTECTION

Roofing work may create dust, vibration, noise, odors, and falling debris.

Customer is responsible for removing or protecting:

- Vehicles and movable exterior property
- Wall and ceiling decorations
- Fragile or suspended objects
- Merchandise, inventory, machinery, and electronics
- Items stored in attics or immediately beneath the roof
- Landscaping or property requiring unusual protection

Contractor is not responsible for damage caused by ordinary construction vibration or debris to improperly secured, unusually fragile, deteriorated, or undisclosed property.

Customer must notify Contractor before work begins of sensitive operations, clean rooms, food preparation, medical operations, vibration-sensitive equipment, alarms, sprinklers, or other special conditions.

15. TENANTS, OCCUPANTS AND BUSINESS OPERATIONS

Customer is responsible for notifying and coordinating tenants, employees, visitors, customers, residents, vendors, and other occupants.

Unless specifically included, Contractor is not responsible for business interruption, lost income, lost rent, production delays, tenant claims, loss of use, relocation expenses, or interruption of utilities or building services.

Customer must keep persons away from restricted areas and comply with Contractor's reasonable safety and access instructions.

16. SPRAY FOAM, COATINGS AND OVERSPRAY

Spray polyurethane foam, coatings, primers, cleaners, adhesives, and similar products may create odors, vapors, airborne particles, or overspray.

Contractor will use reasonable industry precautions based on the product, property, surroundings, and anticipated weather. Customer will:

- Notify occupants and neighboring parties when requested
- Move vehicles and movable property from designated areas
- Close doors and windows
- Coordinate HVAC shutdowns or protect air intakes
- Restrict access to controlled areas
- Disclose sensitive equipment, processes, animals, products, and vegetation

Contractor may postpone spraying when conditions are unsuitable.

Contractor is not responsible for exposure or damage resulting from

Customer's failure to follow instructions, unauthorized entry, undisclosed



sensitive property, or sudden and unpredictable weather changes, except to the extent caused by Contractor's failure to exercise reasonable care.

Overspray claims must be reported promptly so Contractor can inspect and, when appropriate, arrange reasonable cleaning or correction.

17. HVAC, UTILITIES AND ROOFTOP EQUIPMENT

Unless specifically included, Contractor does not service, disconnect, relocate, repair, or warrant HVAC units, electrical systems, gas lines, plumbing, solar equipment, antennas, signs, communication equipment, refrigeration systems, or other rooftop equipment.

Customer is responsible for arranging qualified trades when equipment must be disconnected, raised, moved, or modified. Existing units may leak, vibrate, drain improperly, or permit water entry independently of the roofing work.

Contractor is not responsible for concealed lines or components that are unmarked, undocumented, improperly installed, or located too close to the roof surface.

18. DRAINAGE AND PONDING WATER

Roofing work does not alter the building's slope, structure, drainage design, drains, scuppers, gutters, or downspouts unless specifically stated.

Contractor does not guarantee elimination of ponding water on an existing roof. Ponding caused by structural deflection, inadequate slope, settlement, undersized drainage, clogged plumbing, or existing design is excluded unless correction is included in the scope.

Customer is responsible for routine cleaning and maintenance of drains, gutters, scuppers, and downspouts after completion.

19. MATERIALS AND APPEARANCE

Materials may have normal variations in color, sheen, texture, thickness, profile, grain, or finish. New materials may not exactly match weathered or discontinued existing materials.

Contractor may substitute reasonably comparable materials when specified products become unavailable, provided the substitution does not materially reduce the intended performance. Customer approval will be obtained when a substitution materially changes appearance, warranty, or cost.

Special-order, custom-fabricated, tinted, or nonreturnable materials may not be canceled after ordering. Unused surplus materials remain Contractor's property unless otherwise stated.

Manufacturer packaging, coverage rates, and theoretical thicknesses may vary from actual field usage due to profile, texture, absorption, waste, and job conditions.

20. CLEANUP



Contractor will perform reasonable construction cleanup and remove debris generated by its work. Customer acknowledges that isolated dust, granules, small debris, or fasteners may remain despite reasonable cleanup efforts.

Unless specifically included, Contractor is not responsible for preexisting debris, hazardous materials, tenant waste, or materials generated by others.

Customer and occupants may not place personal waste in Contractor's dumpster or interfere with dumpsters, equipment, materials, barriers, or safety devices.

21. SUBCONTRACTORS

Contractor may use qualified employees, subcontractors, suppliers, consultants, and equipment providers to perform portions of the work. Contractor remains responsible for managing the contracted work.

Customer may not directly instruct, hire, pay, or enter separate agreements with Contractor's employees or subcontractors concerning the project without Contractor's written approval.

22. PERMITS, CODES AND TESTING

Permits, engineering, inspections, moisture testing, adhesion testing, pull tests, hazardous-material testing, and code upgrades are included only when expressly stated.

If an authority requires work beyond the original scope, the additional work will be handled through a change order. Contractor is not responsible for preexisting code violations or requirements unrelated to its work.

Customer is responsible for providing accurate building information and disclosing known hazardous materials.

23. COMPLETION AND PUNCH-LIST WORK

The project is substantially complete when Contractor's work can serve its intended purpose, even if minor corrective or punch-list items remain.

Minor punch-list items do not justify withholding payment beyond a reasonable amount directly related to those items. Customer must report incomplete or visibly defective work in writing within three business days after receiving notice of completion and provide prompt access for inspection.

Contractor must be given a reasonable opportunity to inspect and correct covered work before Customer hires another contractor or incurs correction costs. Except in a genuine emergency, failure to provide that opportunity may limit Contractor's responsibility for outside costs.

Use or occupancy of the completed work may constitute acknowledgment of substantial completion but does not waive valid written warranty claims.

24. WARRANTIES

Any Contractor workmanship warranty is limited to the duration, areas, and remedies stated in the proposal or separate warranty document.



Unless expressly stated, Contractor makes no warranty concerning:

- Preexisting roofing or building components
- Areas outside the contracted scope
- Work performed or altered by others
- Manufacturer defects
- Structural movement or settlement
- Condensation or interior humidity
- Ponding caused by existing design or structure
- Clogged drains or lack of maintenance
- Abuse, punctures, chemicals, grease, animals, pests, or foot traffic
- Severe weather, hail, wind, lightning, fire, or other casualty
- Leaks originating from walls, windows, masonry, HVAC, plumbing, or equipment
- Existing wet insulation, corrosion, contamination, or concealed deterioration

Manufacturer warranties are issued and administered by the manufacturer and are subject to the manufacturer's separate terms. Contractor does not control a manufacturer's claim decision.

Customer must maintain the roof, keep drainage paths clear, promptly report problems, and prevent unauthorized work. Warranty service may be suspended while Customer owes Contractor any past-due amount.

25. CUSTOMER CANCELLATION

If Customer cancels within a legally applicable cancellation period, cancellation will be handled according to applicable law and any separate Notice of Cancellation.

If Customer cancels after that period or otherwise terminates without Contractor default, Customer is responsible for:

- Work performed through the cancellation date
- Materials ordered, delivered, or fabricated
- Nonreturnable materials
- Supplier cancellation and restocking charges
- Permits, engineering, testing, and administrative expenses
- Subcontractor and equipment commitments
- Temporary protection and site-safety work
- Demobilization and reasonable cancellation costs
- Other actual losses recoverable under applicable law

Contractor will provide a reasonable accounting and return any remaining unearned balance after applicable charges.

26. CONTRACTOR TERMINATION

Contractor may terminate the Agreement for material Customer default, prolonged suspension, unsafe conditions, inability to obtain necessary approvals, undisclosed hazardous conditions, interference with the work, abusive or threatening conduct, or circumstances making performance commercially impracticable.



Upon termination, Customer must pay for completed work and reasonable costs incurred through termination. Contractor will return any remaining unearned balance after applicable charges.

27. INSURANCE-RELATED WORK

Customer remains responsible for the entire contract price regardless of insurance coverage, claim approval, depreciation recovery, deductible, lender involvement, or insurer payment.

Contractor does not act as a public adjuster, interpret insurance coverage, or guarantee that an insurer will pay for any work. Any assistance with photographs, measurements, estimates, or documentation is provided only as a construction service.

Insurance supplements or claim adjustments do not modify the Agreement unless incorporated through a written change order.

28. LIMITATION OF DAMAGES

To the fullest extent permitted by law, neither party is liable to the other for indirect, incidental, special, exemplary, or consequential damages, including lost profits, lost rent, production losses, loss of use, or business interruption.

This limitation does not excuse either party from responsibility for direct damages caused by its negligence, willful misconduct, or obligations that cannot legally be limited.

Contractor's liability for a valid workmanship claim is limited, where permitted by law, to reasonable repair or replacement of the defective portion of Contractor's work. Contractor must first receive notice and a reasonable opportunity to inspect and correct the condition.

29. SAFETY AND SITE CONDUCT

Customer, occupants, visitors, and other contractors must stay outside designated work and staging areas and follow reasonable safety instructions. No one may move, enter, use, or interfere with Contractor's ladders, lifts, scaffolding, dumpsters, equipment, materials, barriers, or temporary coverings.

Customer is responsible for injuries or damage caused by Customer, occupants, visitors, or other contractors who disregard posted or communicated safety restrictions, to the extent permitted by law.

30. PHOTOGRAPHS AND DOCUMENTATION

Contractor may photograph or record the property and work for estimating, documentation, quality control, warranty administration, training, and dispute resolution.

Contractor may use nonconfidential project photographs for portfolio and marketing purposes unless Customer provides a written objection before work begins. Contractor will not intentionally publish personal information, sensitive documents, or interior information unrelated to the project.



31. DISPUTE RESOLUTION

The parties will first attempt in good faith to resolve disputes through direct discussion. Before filing suit, either party may request nonbinding mediation in North Carolina, except when immediate action is reasonably necessary to preserve lien rights, collect an undisputed balance, prevent property damage, or obtain emergency relief.

North Carolina law governs the Agreement. Any legal action shall be brought in a court having proper jurisdiction and venue under applicable law.

Nothing in these Terms waives Contractor's right to pursue a claim of lien, claim upon funds, collection action, or other remedy available under North Carolina law.

32. NOTICES

Project notices, approvals, change orders, completion notices, and other communications may be delivered personally or by mail, email, text message, electronic signature platform, or Contractor's project-management system using the contact information supplied by Customer.

Customer is responsible for keeping its contact information current and identifying the individual authorized to approve project decisions.

33. ELECTRONIC SIGNATURES

Electronic signatures, initials, approvals, and records have the same effect as handwritten documents to the extent permitted by law. The Agreement may be signed in counterparts, each of which is treated as an original.

34. RESIDENTIAL CONSUMER CANCELLATION RIGHTS

Certain residential consumer transactions entered into at the customer's residence or another qualifying location may be subject to a three-business-day cancellation right.

When applicable, Contractor will provide a separate dated Notice of Cancellation and cancellation form explaining the deadline and method for cancellation. That separate notice controls over any conflicting cancellation provision in these Terms.

This cancellation right does not apply to every transaction and generally does not apply to commercial projects. Posting these Terms on the website does not replace any separate cancellation notice required by law.

35. COMMERCIAL PROJECTS

For commercial, industrial, institutional, multifamily, nonprofit, or investment properties, Customer is responsible for coordinating tenants, operations, access, parking, security, fire-alarm systems, HVAC operations, shutdowns, and other trades.

Unless expressly included, Contractor is not responsible for tenant claims, business interruption, lost rent, production losses, food or inventory contamination, loss of use, or delays caused by Customer's operational requirements.



The individual signing represents that they are authorized to bind the property owner or contracting business.

36. ENTIRE AGREEMENT AND SEVERABILITY

The Agreement contains the complete agreement between Customer and Contractor concerning the work and replaces prior discussions, representations, or understandings not included in writing.

If any provision is determined to be invalid or unenforceable, it will be enforced to the maximum lawful extent, and the remaining provisions remain effective.

Contractor's failure to enforce a provision on one occasion does not waive the right to enforce it later. Customer may not assign the Agreement without Contractor's written consent.

37. ACCEPTANCE OF TERMS

By signing or approving a proposal that references these Terms, Customer acknowledges having access to and accepting the identified version of these Full Terms and Conditions.

These Terms will not be changed retroactively. The version identified in the signed proposal remains applicable to that project, even if Sunny Sky Roofing LLC later publishes a newer version.

Joas Yutzy
Owner | Sunny Sky Roofing LLC

☎ 336-901-9625

✉ joe@sunnyskyroofing.com

🌐 SunnySkyRoofing.com



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Contact

336-901-9625
sunnyskyroofing@gmail.com

Mailing

260 BurkHart Rd Lexington NC 27292

Deliveries

1795 Becks Church Rd Lexington NC 27292

Hours

Monday—Friday: 9:00AM-5:00PM

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