



HOMEOWNER: TITLE HOLDER STATED ON CONTRACT

PROJECT LOCATION: STATED ON CONTRACT

COMPLETION DATE: DATE FINAL INSPECTION IS PASSED
WARRANTY PERIOD FOR TILE STEEP & FLAT SLOPE SYSTEM IS 5 YEARS UNLESS STATED OTHERWISE IN YOUR CONTRACT

WARRANTY PERIOD FOR GUTTERS IS 2 YEARS

WARRANTY: 123 ROOFS warrants to OWNER that it applied the roofing system at the above mentioned PROJECT LOCATION in accordance with the written specifications of the roof replacement contract in effect on the COMPLETION DATE. Furthermore, 123 ROOFS warrants to OWNER that the work performed at the above mentioned PROJECT LOCATION will be free from rain leakage through the roof system installed due to the defective workmanship for the above mentioned WARRANTY PERIOD from the COMPLETION DATE. Subject to the following terms, conditions and limitations, this WARRANTY covers only the specific work described in the Contractors contract with the OWNER. If within the WARRANTY PERIOD, moisture leakage occurs through the roof system due to the defective workmanship at the PROJECT LOCATION, 123 ROOFS will repair the subject roof at Contractors expense. Upon expiration of the term of this WARRANTY, without notice from OWNER of some defect, 123 ROOFS shall have no further obligation to make repairs at Contractors expense under any provision of this WARRANTY and OWNER shall not make any further demand or claim against Contractor concerning Contractors workmanship or roofing materials installed, provided that the Contractor promptly commences and diligently proceeds with the correction and repair of all such defects covered by this WARRANTY which are called to the Contractor's attention during the WARRANTY PERIOD. If a manufacturer discontinues a color or style of roofing material, the Contractor is not responsible for exact color or style match.

TERMS, CONDITIONS AND LIMITATIONS: This WARRANTY does not cover any leaks in the roofing or gutters caused by: the acts or omissions of other trades or contractors; falling objects, misuse of roofing and/or gutters, vandalism, masonry issues, water rising above the top of flashings, winds with gust speeds of 55 mph or greater, hailstorm, flood, earthquake or other natural phenomenon, structural settlement, failure or movement; cracking, deflection or other failure of the roof deck; defects or failures of materials used as roof drains and/or gutters; penetration of the roof from beneath by rising fasteners of any type; inadequate drainage, slope or other conditions beyond the control of the Contractor which cause ponding or standing water; termites or other insects; rodents or other animals; fire or harmful chemicals, oils, acids and the like that come in contact with the roofing and/or gutters. If all materials have been installed according to the manufacturers specifications and local building codes there is no warranty on roof leaking from ice or snow build up on any part of the roof. Furthermore this WARRANTY does not cover any damage or injury to persons or property caused directly or indirectly, in whole or in part, by: any fungus(es), including, but not limited to, any type or form of mold, mushroom, or mildew; spore(s) (means any reproductive body produced by or arising out of any fungus(es); any substance, vapor or gas produced by and/or arising out of any fungus(es) or spore(s); any material, product, building component, building or structure that contains, harbors, or acts as a medium for any fungus(es) or spore(s); or any moisture condensation/water intrusion; however caused including, but not limited to, roof or gutters. If any painting is performed as part of the contract or on any subsequent repairs Contractor will use its best efforts to match paint colors, but cannot guarantee that the colors will be an exact match due to weathering. Gutters are only WARRANTIED not to leak out of the bottom, Contractor is not responsible for gutter overflow during heavy downpours. Owner will be responsible to pay Contractor a Service Fee of \$150 if Owner requests Contractor to make a Service Call for a repair, and during that service call it is determined that the repair is not covered by the WARRANTY whether any repairs are made on the service call or not.

NOTIFICATION BY OWNER: During the term of this WARRANTY, if the roof leaks, Owner must immediately notify Contractor by telephone of such issue, and promptly confirm such telephone notice by written notice to Contractor.

EVENTS WHICH MAY VOID WARRANTY: This WARRANTY shall become null and void: Unless Contractor receives the above mentioned notification by Owner of any leaks and is provided an opportunity to inspect and, if required by the terms of this WARRANTY, to repair the roof or gutters. If work is done on such roofing or gutters, including, without limitation to, work in connection with flues, vents, drains, sign braces, railings, platforms or other equipment fastened to or set on the roofing or gutters and/or if repairs or alterations are made to said roofing and gutters without first notifying Contractor in writing and giving the Contractor opportunity to make the necessary recommendations with respect thereto, with which recommendations are complied. Contractor shall be paid for time and materials expended in making repairs or recommendations occasioned by the work of others on the subject roofing or gutters. If any area of the roof is used as a promenade, walkway or work area or is sprayed or flooded, unless such use was originally specified with a defined area and the specification is noted in paragraph below.

TRANSFERRABILITY: Remedy for New Owner: This WARRANTY may not be transferred or assigned, directly or indirectly, except for one as follows:

(a) Second Owner must notify Contractor in writing within 30 days after the property transfer has occurred, (b) If the transfer takes place within the WARRANTY PERIOD(S), the Second Owner shall be entitled to all benefits contained in this WARRANTY.

NO OTHER WARRANTIES: NO OTHER WARRANTY IS GIVEN. THE REPAIR OF THE SUBJECT ROOF AND/OR GUTTERS IS THE EXCLUSIVE REMEDY. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION OF THE FACER HEREOF. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE ARE EXPRESSLY LIMITED TO THE TERM OF THE WRITTEN WARRANTY PERIOD(S). THIS WARRANTY IS SEPERATE AND APART FROM ANY WARRANTY THAT MAY BE ISSUED TO OWNER BY THE MANUFACTURER OF THE ROOFING AND GUTTER MATERIALS APPLIED BY CONTRACTOR AT ABOVE MENTIONED WORK LOCATION. CONTRACTOR EXPRESSLY EXCLUDES AND DISCLAIMS ANY RESPONSIBILITY TO OWNER IN CONNECTION WITH OR ATTRIBUTE TO THE ROOFING AND/OR GUTTER MATERIAL AND ANY SUCH MANUFACTURER'S WARRANTY.

INCIDENTAL OR CONSEQUENTIAL DAMAGES: UNDER NO CIRCUMSTANCES SHALL CONTRACTOR BE LIABLE TO OWNER OR ANY OTHER PERSON FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE WORK LOCATION OR ITS CONTECTS WHETHER ARISING OUT OF BREACH OR WARRANTY, BREACH OF CONTRACT OR UNDER ANY OTHER THEORY OF LAW.

PAYMENT TO CONTRACTOR: This WARRANTY shall not become effective unless and until Contractor has been paid in full for work performed in accordance with the contract pursuant to which said roofing and/or gutters were applied.

THIS WARRANTY WILL BE EXECUTED ON THE DAY THE FINAL INSPECTION IS PASSED AND PAID IN FULL: