Clear Form

STATE OF UTAH - DEPARTMENT OF GOVERNMENT OPERATIONS

Division of Facilities Construction and Management

DFCM

WARRANTY FOR BITUMINOUS ROOFING

WHERE AS, _____ (manufacture name), a corporation whose

address is, _____

hereinafter called the Manufacturer, has manufactured and sold and caused to have applied, pursuant to the specifications and inspection, the necessary roofing materials to construct a Bituminous roof or other type of Built Up Roof of approximately _____ square feet and associated roof flashing of approximately _____ linear feet on the building (hereafter "Roof")described below:

Owner: **State of Utah**

DFCM Project Number:_____

Building Name:_____

Location:_____

Date of Acceptance of Roofing:_____

Manufacturer Address:_____

Manufacturer's Warranty No:_____

Manufacturer's Warranty Services Phone Number:_____

Roofing Contractor Name:_____

Roofing Contractor Address:_____

Roofing Contractor Phone Number:_____

List Installed Roofing Ply Type & System:_____

AND WHEREAS, by careful examination of said Roof by the Manufacturer's representative, it has been determined by the manufacturer that roofing materials have been applied in conformance with Manufacturer's specifications.

AND WHEREAS, Manufacturer represents and warrants, subject to the limits stated herein, that its Roofing when so applied is effectively watertight for a period of twenty (20) years despite normal wear and tear by the elements, as well as guaranteeing it against defects in workmanship or materials.

NOW THEREFORE, said Manufacturer warranties to the said Owner that, as set forth below, during a period of twenty (20) years from the date of acceptance by Owner of said built up roofing described above, Manufacturer will at its own expense, make or cause to be made, any repairs that may be necessary, as a result of defects in workmanship or materials supplied by the Manufacturer or of normal wear and tear by the elements which results in leaks, and will maintain said Roof in water tight condition free from all leaks or defects arising from such causes. For purposes of this Warranty, damage to the Roof caused by any unusual natural phenomena shall not be deemed to be "normal wear and tear by the elements". Unusual means an event that does not occur less than every less than every 50 years.

INCLUSIONS: This Warranty does cover, and Manufacturer shall be liable for the following:

1. Roofing membrane, membrane flashings, metal flashings, mechanical fastening system, anchors, adhesives, seaming materials, slip sheets, fabrics, insulations, under layments, and accessories furnished or required by the Manufacturer as incorporated into the roof system.

2. Vapor barriers, insulations and / or materials furnished by the Manufacturer or approved to be incorporated into the roof membrane assembly and such damage as may result from failure of these materials.

3. Repair of splits, breaks, cracks, and seam failures in membrane system.

4. Leaks from failure in material or workmanship.

5. Damage to adjacent areas of the Roof resulting from leaks or faults or defects in work that are related to manufacturer's failure to meet.

EXCLUSIONS: This Warranty does not cover, and Manufacturer shall not be liable for the following except as caused by the act or negligence of Manufacturer:

1. Metal work, including metal counter flashings, that are not a part of the roof membrane system and such damage as may result from application of these materials;

2. Any damage to the roof caused by structural defect in, or failure of, the building or defects in, or failure of, any structural roof deck, or other sheathing materials, used as the base over which the roof and roof insulation is applied;

3. Roof damage from special chemical conditions not disclosed to Manufacturer;

4. Any damage to the building or contents thereof, except replacement of damaged roof insulation and vapor barrier as noted under "INCLUSION" above;

5. Damage due to unauthorized alterations to roofing system.

6. Damage to the roof due to mechanical abrasion or abuse not caused by the Manufacturer.

7. Damage or failure directly caused by the re-use of existing material. (re-roof)

8. Reasonable care and maintenance will be the responsibility of the owner.

INSPECTION AND REPAIR: During the term of this Warranty, Manufacturer, its agents or employees, shall have reasonable free access to the roof during regular business hours. Upon verbal notice by Owner to Manufacturer within four working days of the discovery of any leaks in the Roofing system, or need of repair of Roof, the Manufacturer shall have five business days to inspect the Roof. Following such inspection:

1. Manufacturer, at its own expense shall make such repairs as are required by this Warranty.

2. In case Owner or his agent has verbally notified Manufacturer that repairs are required and such repairs are not covered by the Warranty (including repairs required by Owner's alteration, extension or addition to the roof) Manufacturer, after having obtained Owner's consent thereto, in writing, shall make or cause to be made, such repairs at Owner's reasonable expense in accordance with specifications and procedures as established by Manufacturer and this warranty shall thereupon remain in effect for the un-expired portion of its original term.

3. In the event the (1) Owner notifies Manufacturer and has confirmed the need of repair of Roof and (2) Manufacturer is unable to promptly inspect and repair same, and (3) an emergency condition exists which requires prompt repair in order to avoid substantial damage to Owner, then Owner may make such temporary repairs as may be essential and any such action shall not be a breach of any provision of this Warranty. Owner will bear emergency repair expenses unless said repair is due to the fault of the Manufacturer.

INSPECTION SERVICE: Manufacturer agrees to re-inspect the completed roof not earlier than 18 nor later than 24 months after completion of the Roof approval by Owner. If it is determined that there are defects in the roofing, then Manufacturer shall make, or cause to be made at its own expense, such repairs as are necessary to remedy said defects within the scope of its responsibility under the terms of this Warranty.

IN WITNESS WHEREOF, Manufacturer has caused this instrument to be signed and sealed by

its duly authorized officer this day of _____, 20____.

BY: _____

PRINTED NAME: _____

TITLE: _____

CORPORATION: _____

SEAL:

_____
Risk I.D.

_____ _____
DFCM Project Managers Approval Date