



CONTRACTOR ROOFING WARRANTY

WHEREAS:

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| Of (Address): | (Phone): |
|---------------|----------|

Herein called the "Roofing Contractor," has performed roofing and associated ("Work") on the following project:

Owner: State of Utah

Agency:

Name of Building:

DFCM Project Number:

Address:

Description of Work:

Date of Acceptance:

Warranty Period: 5 Years

Date of Expiration:

AND WHEREAS Roofing Contractor has contracted (either directly with Owner or indirectly as a subcontractor) to warrant said Work against leaks and faulty or defective materials and workmanship for said designated Warranty Period.

NOW THEREFORE Roofing Contractor hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period, Roofing Contractor will at his own cost and expense, promptly make or cause to be made such repairs to or replacements of said Work as are necessary to correct faulty and defective Work, and as are necessary to maintain said Work in watertight condition. In addition to making the Work watertight, the Roofing Contractor shall promptly remove and/or repair blisters, ridges, flashings, splits and other irregularities which in the opinion of the Roofing Manufacturer's technical representative do not conform to acceptable roofing practices and conditions. These repairs shall be made promptly and to the satisfaction of the Roofing Manufacturer's technical representative. Upon notice of Owner to Roofing Contractor, Contractor agrees to make the necessary leak repairs according to manufacturer's specifications within five business days from written notice given by DFCM.



This Warranty is made subject to the following terms and conditions:

1. Specifically excluded from this Warranty are damages to Work and other parts of the building, and to building contents, not caused by the act or negligence of Contractor and caused by: a) lightning, windstorm in excess of manufacturer's specifications; b) fire; c) failure of roofing system substrate including cracking settlement, excessive deflection, deterioration, and decomposition; d) faulty construction of parapet walls, copings, chimneys, skylights, vents, and equipment supports, not part of contractors work and e) activity on roofing by others including construction contractors, maintenance personnel, other persons, and animals whether authorized or unauthorized by Owner, but only to the extent any of the above exclusions are not due to the failure of the Roofing Contractor to meet all required specifications and the customary practices of the performing the work. When Work has been damaged by any of the foregoing causes, Warranty shall be suspended until such damage has been repaired by Roofing Contractor, and until cost and expense thereof has been paid by DFCM or by another responsible party so designated.
2. The Roofing Contractor is responsible for damage to Work covered by this Warranty, and is liable for consequential damages to building or building contents, resulting from leaks or faults or defects of Work that are related to Roofing Contractor's failure to meet.
3. During Warranty Period, if Owner allows alteration of Work by anyone other than Roofing Contractor or anyone not authorized by Roofing Contractor, including cutting, patching and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void upon date of said alterations, but only to extent said alterations affect Work covered by this Warranty. If Owner engages Roofing Contractor to perform said alterations, Warranty shall not become null and void, unless Roofing Contractor, prior to proceeding with said Work, shall reasonably claim that said alterations would damage or deteriorate Work, thereby reasonably justifying a limitation or termination of this Warranty.
4. During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray cooled surface, flooded basin, or other use or service more severe than originally specified, this Warranty shall become null and void upon date of said change, but only to extent said change affects Work covered by this Warranty.
5. The DFCM shall notify Roofing Contractor of observed, known or suspected leaks, defect or deterioration, and shall afford reasonable opportunity for Roofing Contractor to inspect Work, and to examine evidence of such leaks, defects or deterioration.



This Warranty is recognized to be the only Warranty of Roofing Contractor on said Work, and is in addition to the Roofing Warranty furnished by the Roofing Manufacturer, and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to it in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Roofing Contractor of responsibility for performance of original Work in accordance with requirements of the Contract Documents, regardless of whether Contract was a contract directly with DFCM or a subcontract with DFCM's General Contractor.

Any modification to the terms and conditions of this document will be submitted to the Attorney General's Office for investigation/prosecution.

IN WITNESS THEREOF, this instrument has been dully executed this

Day of _____, 20____

Signed by Roofing Contractor by:

Roofing Contractor

Business Address

Signature & Printed Name

Title

Cosigned by General Contractor by:

General Contractor

Business Address

Signature & Printed Name

Title