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GUARANTY FOR LOW-SLOPE METAL ROOFING

WHEREAS, _____, 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 low-slope metal roof of approximately _____ squares, and associated roof flashing of approximately _____ linear feet on the building described below:

OWNER: **THE STATE OF IDAHO**

DPW PROJECT NO:

BUILDING:

LOCATION:

DATE OF COMPLETION OF ROOFING: _____, 20____

BY: _____ (ROOFER)

_____ (ADDRESS)

AND WHEREAS, by careful examination of said roof by the Manufacturer's representative, it has been determined that required quantities of roofing materials have been used and that roofing materials have been applied in conformance with contract documents;

AND WHEREAS, Manufacturer represents and wishes to guarantee, subject to the limits stated herein, that its roofing when so applied is effectively watertight for a period of **thirty (30) years** despite normal wear and tear by the elements, as well as guaranteeing it against defects in workmanship or materials; which result in leaks.

NOW THEREFORE, said Manufacturer guarantees to the said Owner that, as set forth below, during a period of thirty (30) years from the date of substantial completion of said low-slope metal 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 which results in leaks 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 arising from such causes. For purposes of this Guaranty, damage to the roof caused by hurricanes, lightning, tornadoes, gales, hailstorms or other unusual natural phenomena shall not be deemed to be "normal wear and tear by the elements".

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

1. Roofing metal sheets, flashings, mechanical fastening system, anchors, adhesives, seaming materials, slip sheets, fabrics, insulations, underlayments, and accessories furnished by the Manufacturer as incorporated into the roof system.
2. Replacement of roof insulation and vapor barrier damages by any leakage and/or failure of the roof membrane assembly;
3. Repair of buckles, splits, breaks, cracks, and seam failures in roofing system.

EXCLUSIONS: This Guaranty does not cover, and Manufacturer shall not be liable for the following:

1. Accessories which are not a part of the roofing system but does include flashing and counter flashings required for a watertight roofing system.
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. Any damage to the building or contents thereof, except replacement of damaged roof insulation and vapor barrier as noted under "INCLUSION" above;
4. Damage to the roof due to mechanical abrasion or abuse not caused by the Manufacturer.

INSPECTION AND REPAIR: During the term of this Guarantee, Manufacturer, its agents or employees, shall have free access to the roof during regular business hours. Upon written notice by Owner to Manufacturer within four days of the discovery of any leaks in the roofing system, or need of repair of roof, the Manufacturer shall have ten (10) days to inspect the roof. Following such inspection:

1. Manufacturer, at its own expense shall make such repairs to the roof as are required by the Guaranty.

2. In case owner or his agent has notified Manufacturer in writing that repairs are required and such repairs are not covered by the Guaranty (including repairs required by owner's alteration, extension or addition to the roof) Owner, after having obtained Manufacturer's consent thereto, in writing, shall make or cause to be made, such repairs at Owner's expense in accordance with specifications and procedures as established by Manufacturer and this Guaranty shall thereupon remain in effect for the un-expired portion of its original term. If Owner fails to obtain authorization from Manufacturer or if repairs are made by one other than the Manufacturer's authorized designee, this Guaranty with respect to such area shall be automatically terminated.

3. In the event the (1) Owner notifies Manufacturer and has confirmed in writing 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 the provision of this Guaranty. Owner will bear emergency repair expenses.

INSPECTION SERVICE: Manufacturer agrees to re-inspect the completed roof not earlier than 12 nor later than 24 months after completion of the roofing, and if it is determined that there are leaks in the roofing, then Manufacturer shall make, or cause to be made at its own expense, such repairs as are necessary in the opinion of the Manufacturer, to assure watertight integrity of the roof within the scope of its' responsibility under the terms of this Guaranty.

IN WITNESS WHEREOF, Manufacturer has caused this instrument to be signed and sealed by its duly authorized officer this _____(Day) of _____ (Month), _____(Year).

BY: _____

TITLE: _____

CORPORATION: _____

SEAL:

 Jan P. Frew, Administrator
 Division of Public Works