State of Idaho
Department of Administration
Division of Public Works

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5 YR
ROOFING WARRANTY

WHEREAS_____

of (Address) _____

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

Owner: _____

DPW PROJECT NO:_____

Address: _____

Name and Type of Building: _____

Address: _____

Area of Work: _____ Date of Acceptance: _____

Warranty Period: Five (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 designated Warranty Period.

NOW THEREFORE Roofing Contractor hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period he will at his own cost and expense, 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 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 prior to expiration of the five (5) year Warranty Period and to the satisfaction of the Roofing Manufacturer's technical representative.
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, caused by: a) lightning, windstorm; 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, equipment supports, and other edge conditions and penetrations of the work; and e) activity on roofing by others including construction contractors, maintenance personnel, other persons, and animals whether authorized or unauthorized by Owner.

When work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Roofing Contractor, and until cost and expense thereof has been paid by Owner or by another responsible party so designated.

2. The Roofing Contractor is responsible for damage to work covered by this Warranty, but is not liable for consequential damages to building or building contents, resulting from leaks or faults or defects of work.

3. During Warranty Period, if Owner allows alteration of work by anyone other than 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 claim that said alterations would like 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 Owner shall promptly 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.

6. This Warranty is recognized to be the only Warranty of Roofing Contractor on said work, and is in addition to the Roofing Guarantee furnished by the Roofing Manufacturer, and shall not operate to restrict or cut off Owner from other remedies and

resources lawfully available to him 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 Owner or a subcontract with Owner's General Contractor.

IN WITNESS THEREOF, this instrument has been duly executed this

_____day of _____, 20_____

Cosigned by General Contractor by:

_____	_____
(General Contractor)	(Roofing Contractor)
_____	_____
(Business Address)	(Business Address)
_____	_____
(Signature)	(Signature)
_____	_____
(Title)	(Title)