State of Idaho
Department of Administration
Division of Public Works

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30 YEAR
GUARANTY FOR SINGLE-PLY ROOFING

WHEREAS,_____, 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 _____ roof of approximately_____ square feet, and associated roof flashing of approximately _____ linear feet on the building described below:

OWNER: State of Idaho, Division of Public Works

DPW PROJECT NO:_____

BUILDING:_____

LOCATION:_____

DATE OF COMPLETION OF ROOFING: _____, 20_____,

ROOFING CONTRACTOR: _____

ADDRESS: _____

ROOFING SPECIFICATION:_____

MANUFACTURER'S GUARANTEE NO: _____

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 single-ply 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 membrane, membrane flashings, metal flashings, mechanical fastening system, anchors, adhesives, seaming materials, slip sheets, fabrics, insulations, underlayments, and accessories furnished by the Manufacturer as incorporated into the roof membrane system.

2. Replacement of roof insulation and vapor barrier damages by any leakage and/or failure of the roof membrane assembly;

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

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

1. Metal work, including metal counter flashings, 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. Roof damage through use of materials after original installation not furnished by Manufacturer;

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

7. Reasonable care and maintenance will be the responsibility of the Owner.

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 thereof 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_____, 20____.

BY:_____

TITLE:_____

CORPORATION:_____

_____
Kelly Berard, Administrator
Division of Public Works