ROOFING GUARANTEE

(Workmanship Warranty)

Tina Rose

Property Address: 505 Spotted Doe Trail, Piqua OH 45356

Type and name of building: Residential **Manufacture: Atlas Pinnacle**

Date of completion: May 7, 2024 **Date guarantee expires: May 7, 2029**

Whereas, at the inception of such work the Contractor agreed to guarantee the aforesaid roof against faulty workmanship for a limited period and subject to the conditions herein set forth.

Now, Therefore, the Contractor hereby Guarantees, subject to the conditions herein set forth, that during a period of 5 year from the date of completion of said roof, it will make or cause to be made such repairs to said roof and composition flashing resulting solely from faults or defects in workmanship applied by or through the Contractor as may be necessary to maintain said roof in watertight condition.

This guarantee is made subject to the following conditions:

1. Specifically excluded from the guarantee is any and all damage to said roof, the building or contents caused by the acts or omissions of other trades or contractors; damage to membrane from cooking grease exhaust and/or chemical agents harmful to membrane; lightening, windstorm, hailstorm, ice damming, or other unusual phenomena of the elements; foundation settlement; failure or cracking of the roof deck; defects or failure of material used as a roof base over which the roof is applied; faulty construction of parapet walls, coping, chimneys, skylights, vents, supports, or other parts of the building; vapor condensation beneath the roof; animal damage; penetrations for pitch boxes; or fire. If the roof is damaged by reason of any of the foregoing, this guarantee shall thereupon become null and void for the balance of the guarantee period unless such damage is repaired by the Contractor at the expense of the party requesting such repairs.
2. The Contractor is not liable for consequential damages to the building or contents resulting from any defects in said roof or composition flashing.
3. No work shall be done on said roof, including but without limitation, work in connection with flues, vents, drains, sign braces, railings, platforms or other equipment fastened to or set on roof, and no repairs or alterations shall be made to said roof, unless the Contractor shall be first notified, shall be given the opportunity to make the necessary roof application recommendations with respect thereto, and such recommendations are complied with. Failure to observe this condition shall render this guarantee null and void. The Contractor shall be paid for time and material expended in making recommendations or repairs occasioned by the work of others on said roof.
4. This guarantee shall become null and void if the roof is used as a promenade or work deck or is sprayed or flooded, unless such use was originally specified and the specification is noted in paragraph 10 below.
5. This guarantee shall not be or become effective unless and until the Contractor has been paid in full for said roof in accordance with the agreement pursuant to which such roof was applied. Failure to pay outstanding invoices or chargeable repairs for work on roof shall void warranty.
6. This guarantee shall become null and void unless the Contractor is promptly notified of any alleged defect in workmanship and provided an opportunity to inspect the roof.
7. Painting of rust prone flashings is required by owner. Damage to roof from rust shall void warranty.
8. Unless otherwise specified in paragraph 10, this guarantee extends only to the owner named above and is not transferable in any manner to any transferee owner during the term of this guarantee.
9. This guarantee is in lieu of all other guarantees or warranties, expressed or implied. THERE ARE NO WARRANTIES OR GUARANTEES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.
10. Additional conditions or exclusions: REFER TO SIGNED PROPOSAL. *WARRANTY IS EFFECTIVE ONLY UPON COMPLETION AND FULL PAYMENT RECEIVED.

Date: 05/07/2024

Wesley Rich
Rich Roofing & Services