



**MANUFACTURER'S
TWENTY (20) YEAR**

ROOF GUARANTEE AND WARRANTY

OWNER FILLS IN THIS BOX

Name _____

Roofing Squares _____

Address _____

Guarantee Starts _____

Guarantee Ends _____

Phone No. _____

P. O. Number _____

Building(s) No(s). _____

P. O. Date _____

P. O. Amount _____

Roof Site Map Attached? Yes____No _____

Work Order No. _____

DATE OF SUBSTANTIAL COMPLETION

AS CERTIFIED BY PROJECT ARCHITECT/ENGINEER: _____

FROM: _____

Phone for Claim or response:

(____) _____

Local

(____) _____

(Manufacturer's Name & Address)

National

Manufacturer's Warranty/

Guarantee/Project/Claim Number _____

TO: Pinellas County School Board (Owner)

cc: Facilities Design & Construction Department
School Board of Pinellas County, Florida
Walter Pownall Service Center
11111 South Belcher Road
Largo, Florida 33773 727-547-7101

cc: Director, Maintenance Department
Walter Pownall Service Center
11111 South Belcher Road
Largo, Florida 33773 727-547-7233

AND, TO

(Contractor's Name & Address)

Main Office Phone (_____)_____

Local Phone (_____)_____

AND, TO

(Subcontractor's Name & Address)

Main Office Phone (_____)_____

Local Phone (_____)_____

PROJECT:

Building(s) No(s): _____

No. of Squares: _____

1. The above named Manufacturer hereby Guarantees to Owner, subject to the limits stated herein, that the materials (including its labor and workmanship) are provided in the above named project comply with the Owner's minimum specified property requirements using the ASTM-D5147 test method, and that the labor and workmanship conforms with the recognized standards of the Asphalt Roofing Manufacturing Association and such are free from defect in material or workmanship.
2. The time period covered by the requirements of the Guarantee paragraph number 1 above, for the Manufacturer, shall be as follows:
 - a. From time of the materials manufacturer extending for a period of twenty (20) years after the Date of Substantial Completion of the roofing system set forth above.
 - b. And, for the time limitations of the Florida statutes of limitations, whichever is the longer obligation.
3. The above named Manufacturer Warrants the work to be and to remain watertight, in normal condition relative to the age of the roof membrane, free of evidence of major deterioration and failure (or pending failure). Normal aging of the roofing materials and normal wear and tear will

- not be considered major deterioration. Excessive patches, ply separations, decomposing of membrane, repeated leaks and other obvious failures or defects shall be evidence of major deterioration.
4. This Warranty shall require the above named Manufacturer to pay for materials and labor required to repair the Roofing System to return it to a watertight condition if leaks occur due to: (1) ordinary wear and tear of any or all of the component materials of the Roofing System or, (2) workmanship deficiencies at the time of application of the Roofing System, all without additional cost to the Pinellas County School District. Such replacement or repair work shall be equal to the existing system furnished under this Contract, and shall conform with the recognized standards of the National Roofing Contractors' Association, or as otherwise mutually agreed.
 5. This Warranty does not obligate the Manufacturer to repair the Roofing System, or any part of the Roofing System, for leaks resulting from (a) natural disasters or acts of God; (b) misuse, abuse or negligence; (c) exposure of the Roofing System components to damaging substances such as oil or solvents or to damaging conditions such as vermin; (d) changes to the Roofing system not pre-approved in writing by the manufacturer; (e) failure of the Building substrate (mechanical, structural or otherwise and whether resulting from Building movement, design defects or other causes), or improper drainage (ponding water greater than 48 hours); or (f) damages caused by vandalism, act of the Owner or others.
 6. The Manufacturer shall not be responsible for leaks and damage resulting from water entry from any portion of the building structure not a part of the Roofing System.
 7. This Warranty does not obligate the Manufacturer for any damage to the building(s) or contents even though caused by defects in materials or workmanship, nor for loss of time or profits.
 8. The time period covered by the requirements of paragraph number 3 through 7 above, for the Manufacturer, shall be as follows:
 - a. In event of failure to perform on the part of the Roofing contractor and/or the Contractor during a two (2) year period beginning on the Date of Completion of the Roofing System set forth above.
 - b. From a time beginning two (2) years after the Date of Completion of the Roofing System set forth above, extending for a time period of eighteen (18) years.
 9. The above named Manufacturer agrees to effect emergency temporary repairs or permanent corrective work as quickly as is necessary to fully protect the School Board's best interests or, to otherwise allow the School District to effect such corrective work with its own crews without adversely affecting the terms of this Guarantee and Warranty, or without affecting any obligations of this above named manufacturer. The Manufacturer agrees to reimburse the Owner for any documented fair and reasonable cost expended by the Owner to make such repairs. The Manufacturer agrees to effect permanent repairs within a reasonable period of time.

10. This Guarantee and Warranty shall also serve as a FLASHING WARRANTY ENDORSEMENT for all membrane flashing material provided by this Manufacturer for the same time periods set forth in paragraphs number 2 and 8 above.
11. No exculpatory words nor other terms lessening the requirements of this Roofing Guarantee and Warranty shall apply. No lesser Warranty or Guarantee, expressed or implied, shall apply. No less stringent or exculpatory words of the Manufacturer's "standard" or printed Guarantee and/or Warranty shall apply. Conversely, liability shall be as exclusively set forth in this document. Any modification to the wording of this document or attachments intending to modify these terms or refusal to execute this Warranty and Guarantee form shall be unacceptable to the Owner. Any of these changes will cause the Owner to withhold Final Payment to Contractor until this document is executed by manufacturer as printed.

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before
me this _____ day of _____, 20____,

(Manufacturer's firm name - typed)

by _____
(Name of person acknowledging).

(Signature of Corporate Officer or Principal)☐ PERSONALLY KNOWN
☐ OR PRODUCED IDENTIFICATION
(Attach copy of identification)

(Typed name of person signing)_____
(Signature of Notary Public - State of Florida)*Print, Type or Stamp Commissioned Name of Notary Public*_____
(Title)

When dealing with a corporation, partnership or trust or someone who is signing under a power of attorney, the following acknowledgment in a representative capacity is utilized:

STATE OF FLORIDA

COUNTY OF _____

☐ PERSONALLY KNOWN☐ OR PRODUCED IDENTIFICATION

(Attach copy of identification)

The foregoing instrument was acknowledged before
me this _____ day of _____, 20____,

(Signature of Notary Public - State of Florida)

by _____
(Name of person acknowledging).

*Print, Type or Stamp Commissioned Name of Notary
Public*

(Name - Typed)

(Signature)

as _____
(Type of Authority; e.g. officer, trustee, or attorney
in fact)

for _____
(Name of Party on behalf of whom instrument was
executed)

Execute in triplicate:
Copy to: Owner
 Architect
 Contractor