**(MANUFACTURER FILLS THIS SHEET OUT)**

School or Facility Name and Number:

Address:

Building Numbers of buildings covered:

Warranty Start Date: Warranty end Date:

PO Number: PO Date: PO Amount:

Work Order Number:

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 Manufacturer's Name and Address

**From: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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Phone Number for claim or response:

**(National)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(Local)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Manufacturer’s Warranty / Guarantee / Project / Claim Number:

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

TO: Pinellas County School Board (Owner)

 Cc: Director, Facilities Design and Construction Department

 School Board of Pinellas County, Florida

Walter Pownall Service Center

11111 South Belcher Rd.

Largo Florida 33773-5204 (727) 547-7101

Cc: Director, Maintenance Department

 Walter Pownall Service Center

11111 South Belcher Rd.

Largo Florida 33773-5204 (727) 547-7239

(\*) Note: The term Coating as used herein includes paint and other Protective/decorative coatings.

AND TO: Contractor, Name and Address

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Main Office Phone ( ) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Local Phone ( ) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AND TO: Coating Subcontractor, Name and Address

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Main Office Phone ( ) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Local Phone ( ) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 DATE OF SUBSTANTIAL COMPLETION OF THE PROJECT CERTIFIED BY PROJECT

 ARCHITECT / Project leader \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 1. The above named Manufacturer hereby guarantees the materials have been manufactured in accordance with the best standards of the industry, and the Manufacturer's requirements and such are free from defect in material or workmanship and are free of asbestos, mercury, and lead. Examples of product defects shall include, but are not limited to, chalking, chipping, peeling, delamination, blistering, (or fading or color change when the colors are selected in accordance with the "Project Architect and Engineer's Handbook" guidelines) or any deterioration of the coating system caused by defects in the material.

2. Determination of application and/or product failure shall be determined by the Project/Architect or his appointed representative.

3. 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 manufacture extending for a period of six (6) years after the date of Substantial Completion of the project set forth above.

B. And, for the time limitations of Florida Statutes of limitations, whichever is the longer obligation.

4. This warranty shall require the coating Manufacturer to pay for materials and labor reasonably required to repair the coated surfaces if failure occurs due to defects in the manufacture of the product, all without additional cost to the owner. Such replacement or repair work shall be equal to the Paint/Coatings system furnished under this contract, with repairs in accordance with Painting and Decorating Contractors' of America

 Association standards, or as otherwise mutually agreed. This warranty shall not cover damage by fire, flood, moisture, improper surface preparation or other conditions beyond the control of the manufacturer. Determination of product failure shall be made by the Project Architect/Engineer of his appointed representative or, in absence thereof, by a mutually acceptable representative. 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.

5. The time period for the warranty covered by the requirements of paragraph numbered 3. above, for the Manufacturer, shall be as follows:

A. During construction, and

B. From date of Substantial Completion of the project set forth in Division 1 of the Contract Documents extending for a time period of six (6) years.

6. The above named Manufacturer agrees to effect corrective work to the satisfaction of the Owner as quickly as is necessary to fully protect the Owner's best interests or, to otherwise allow the Owner to affect such corrective work without adversely affecting the terms of the 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 costs expended by the Owner to make such repairs.

7. Nor exculpatory words nor other terms lessening the requirements of this coating 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.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Manufacturer's firm name (Typed)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 (Name of person acknowledging)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Signature of Notary Public)

 (State of Florida)

Print Type or Stamp Commissioned Name of Notary Public

PERSONALLY KNOWN \_\_\_\_ OR PRODUCED IDENTIFICATION \_\_\_\_\_\_

TYPE OF IDENTIFICATION PRODUCED \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(ATTACH COPY)

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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 The foregoing instrument was acknowledged before me this \_\_\_\_\_\_ day of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name of Person (Type of Authority

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_for\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

.....e.g., officer, trustee, attorney in fact) (Name of Party on behalf

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

of whom instrument was executed)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature of Notary Public