

**ROOFING SYSTEM
INSTALLER'S FINAL FIVE (5)-YEAR WARRANTY**

MANUFACTURER'S GUARANTEE NO.: _____

WARRANTY TERM:

Date of Completion¹: _____ Term Expiration Date: _____

¹Date of Substantial Completion as certified by Design Professional.

'OWNER' INFORMATION:

Name: _____

Address: _____

Telephone: _____ Fax: _____

'INSTALLING CONTRACTOR' INFORMATION:

Name: _____

Address: _____

Telephone: _____ Fax: _____

Email for Claims: _____

'ROOFING MANUFACTURER' INFORMATION:

Name: _____

Address: _____

Telephone: _____ Fax: _____

'BUILDING' INFORMATION:

Facility Name: _____

Address: _____

**ROOFING SYSTEM
INSTALLER'S FINAL FIVE (5)-YEAR WARRANTY**

Roof areas covered by this Warranty include the following:

(Identify Building Numbers using Owner's FISH database or Roof Areas (RA) from Drawings. Indicate area in square feet. Attach roof plan(s) or aerial photo(s) depicting all included roof areas.)

RA/Bldg. No.:	_____	Area:	_____
RA/Bldg. No.:	_____	Area:	_____
RA/Bldg. No.:	_____	Area:	_____
RA/Bldg. No.:	_____	Area:	_____
RA/Bldg. No.:	_____	Area:	_____
RA/Bldg. No.:	_____	Area:	_____
RA/Bldg. No.:	_____	Area:	_____
RA/Bldg. No.:	_____	Area:	_____
RA/Bldg. No.:	_____	Area:	_____
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RA/Bldg. No.:	_____	Area:	_____
RA/Bldg. No.:	_____	Area:	_____
RA/Bldg. No.:	_____	Area:	_____
RA/Bldg. No.:	_____	Area:	_____
RA/Bldg. No.:	_____	Area:	_____
RA/Bldg. No.:	_____	Area:	_____
RA/Bldg. No.:	_____	Area:	_____
RA/Bldg. No.:	_____	Area:	_____

ROOF SPECIFICATION:

Roof System Description: _____

Total Cost of Installed Roofing: \$ _____

WARRANTY ACCEPTANCE:

Owner

By: _____
(Signature of duly authorized representative)

(Printed name of duly authorized representative)

Installing Contractor

By: _____
(Signature of duly authorized representative)

(Printed name of duly authorized representative)

Title: _____

Title: _____

Date: _____

Date: _____

NOTE: The **Installing Contractor** shall have no obligation under this Warranty unless and until all bills for installation and supplies have been paid in full.

A. WARRANTY COVERAGE:

1. The **Installing Contractor** hereby warrants to the **Owner**, subject to the terms, conditions and limitations stated herein, that the **Covered Roofing System** at the above referenced **Building** will remain in a watertight condition, free of **Roofing Defect(s)**, **Premature Deterioration**, or failure of the installed materials, for a period of five (5) years, commencing on the date hereof. The **Installing Contractor** agrees to repair or have repaired all **Covered Roof Leaks** caused by normal weathering, manufacturer defects, or workmanship in the application of the **Covered Roofing System**. **Excessive Repairs** due to the deterioration or failure of roofing materials within a Roof Section will be considered failure of the **Covered Roofing System** for that entire Roof Section and permanent replacement or corrective measures will be made to the satisfaction of **Owner**. In addition, the **Installing Contractor** warrants that the **Covered Roofing System** will provide a complete watertight assembly without detachment, wrinkles/distorted membrane, or otherwise damaged roofing system components resultant of gale force winds and windstorms below hurricane force wind speeds up to 74 mph. The **Installing Contractor** warrants watertight performance for all aspects of the **Covered Roofing System** installation including all roof membrane components, metal strip-in flashings, sealants (caulking) and pourable sealers for the **Term** of the Warranty.
2. The **Installing Contractor** shall be responsible for all covered **Repair Costs** during the Warranty **Term**.
3. Coverage shall include all materials of the **Covered Roofing System** and all related materials of the project including sheet metal, wall flashings, penetration flashings, etc.
4. Authorize **Owner** to make emergency repairs to **Covered Roof Leaks** if the **Contractor** is unavailable to make repairs within **24 hours**.
5. Arrange for and make temporary or permanent roof repairs within 24 hours of notification of a **Covered Roof Leak** or other roofing defect defined in Item A.1 above. If temporary repairs are made, permanent repairs will be made within 3 business days.
6. Provide written documentation to **Owner** of the date and time of roof repairs.
7. Any action by the **Installing Contractor** to repair **Roofing Defect(s)** or a **Covered Roof Leak** shall be performed in accordance with the Manufacturer's installation requirements and the Roofing Standards of the **Owner** at the time of the installation.
8. There will be no limitation on the amount of funds the **Installing Contractor** must spend to repair the **Covered Roofing System** during the term of the Warranty.
9. **Installing Contractor** shall conduct one (1) roof inspection per year on each roof section throughout the duration of the contractor's five (5) year warranty. The **Installing Contractor** shall be required to produce a roof inspection report (on company letterhead) for each inspection which identifies all items in need of attention, any repair work performed, etc., which shall be furnished to the **Owner** within five (5) working days of the inspection.

B. OWNER OBLIGATIONS:

1. **Owner** will notify the **Installing Contractor** within 30 days of discovery of any **Covered Roof Leak** or other roof defects and cooperate with the **Installing Contractor** during repairs.
2. Properly and regularly maintain the **Covered Roof System** to keep the roof surfaces drains and gutters clean and free of debris and working properly.

3. Allow the **Installing Contractor** access to the **Covered Roofing System** during normal business hours.
4. Pay for any roof repairs performed which are not **Covered** or for work outside of the **Installing Contractor's** scope of work on the project. Payment will be for customary and reasonable repair costs and shall not exceed a total of a 25% markup for overhead and profit.

C. PREVENTATIVE MAINTENANCE AND REPAIRS

1. **Owner** agrees to perform regular inspections and maintenance and keep records of this work.
2. To keep this Warranty in effect, **Owner** must repair any conditions in the building structure or **Covered Roofing System** that are not covered by this Warranty and may be threatening the integrity of the roofing materials. Any such repairs must be performed by the **Installing Contractor** or an **Approved Contractor**.

D. EXCLUSIONS FROM COVERAGE

1. Leaks or other defects in the **Covered Roofing System** resulting from or caused by the following:
 - a. Natural disasters, including, but not limited to, the direct or indirect effect of lightning, tornadoes, hurricanes, earthquakes, flood, hail, storm, fire or other acts of God.
 - b. Wind speeds greater than or equal to 74 mph, as recorded by the data collection point that reports to the National Weather Service (whether official or unofficial) located nearest to the **Building**.
 - c. Act(s) of civil insurrection, war, terrorism, riot, explosion, vandalism or malicious mischief.
 - d. Damage from impact of foreign objects, aircraft, vehicles, wind-blown debris or physical damage caused by any intentional or negligent acts, accidents, misuse, abuse or the like.
 - e. Damage caused by ponding water or inadequate drainage, unless specifically approved, for no longer than 48 hours after the end of a precipitation event, or other similar conditions resulting from improper drainage.
 - f. Damage from insects, animals or vermin.
 - g. Damage or exposure to **Pollutants**, or the reactions between them.
 - h. Deterioration to metal materials and accessories caused by marine salt water, atmosphere, or by the regular spray of either salt or fresh water.
 - i. Damage resultant of installation, maintenance, repair, movement, placement, storage or deterioration of any **Accessory Roof Components** or **Roof Top Objects**.
 - j. Settlement, deflection, movement, moisture content, inadequate attachment, or other deficiencies of the roof deck, pre-existing roof system, walls, foundations or any other part of the building structure, insulation or other materials underlying the **Covered Roofing System**.
 - k. Inaccessible leaks concealed below rooftop equipment, overburden, and all other products applied to or through the **Covered Roofing System** or flashing materials.
 - l. Construction generated moisture, condensation, or infiltration of moisture in, from, through or around the walls, copings, rooftop hardware or equipment, skylights, building structure or underlying or surrounding materials.

- m. Damage caused by unauthorized repairs, alterations or modifications or subsequent work on or through the **Covered Roofing System** done without prior written approval by the **Roofing Manufacturer** of the methods and materials to be used.
- n. Defects in or faulty/improper architectural, engineering or design flaws of the **Covered Roofing System** or **Building**, including, but not limited to, design issues arising out of improper climate or **Building Code** compliance, improper selection of materials for the assembly, or the failure to accurately calculate wind uplift and/or applicable design loads.
- o. Failure by the **Owner** to use reasonable care in maintaining the **Covered Roofing System**.

E. SUSPENSION OF WARRANTY

- 1. If the **Owner** does not perform all of its warranty obligations and comply with the terms and conditions required of it under the Warranty, this Warranty and the **Installing Contractor's** obligations under it shall be suspended. Notice of suspension shall be in writing and submitted to the General Manager of Maintenance, 4805 Martin Luther King Blvd. Tampa, FL 33605, (813) 635- 1131.
- 2. Warranty coverage may be reinstated by performing the required actions and notifying the **Installing Contractor** that the work has been completed or addressed.

F. DISPUTES:

- 1. The parties agree that, as a condition precedent to litigation, any controversy or **Claim** relating to this Warranty shall be first submitted to mediation before a mutually acceptable mediator. In the event that mediation is unsuccessful, the parties agree that neither one will commence or prosecute any lawsuit or proceeding other than before the appropriate state or federal court in the State of Florida. This Warranty shall be governed by the laws of the State of Florida, without regard to principles of conflicts of laws. Each party irrevocably consents to the jurisdiction and venue of the above identified courts.

G. LIMITATION OF LIABILITY:

- 1. **Installing Contractor** shall be liable, without limitation of cost, for the repair or replacement of the **Covered Roofing System** and any **Roofing Defect(s)** during the **Warranty Term**.
- 2. **Installing Contractor** shall not be liable for any consequential, special, incidental, or other damages including, but not limited to loss time or profits or inconvenience, or damages to the building or its contents, substrates, or the roof deck.
- 3. **Owner** shall be responsible for the costs associated with the removal and replacement, as well as any damage caused by the removal and replacement, of any overburden, super-strata or overlays, either permanent or temporary, which include but are not limited to: structures or assemblies added after installation, fixtures or utilities on or through the **Covered Roofing System** or material, support platforms or bases for Photovoltaic (PV) Arrays (a.k.a. – Solar Panels), garden roofs, decks, patios or any other obstacles that impede access, clear observation, investigation or repairs to the roof system or materials, excluding ballast or pavers accepted by **Roofing Manufacturer** or overburden specifically included as part of the roofing assembly.

H. DEFINITIONS:

1. **Accessory Roof Components:** Drains, drain leaders, nailers, roof decks, counter flashing, mechanical curbs and supports, guards, walkways (except when part of the roofing membrane) and sheet metal work.
2. **Approved Contractor:** A roofing contractor authorized by the **Roofing Manufacturer** to install the **Covered Roofing System** and perform all warranted and non-warranted (routine maintenance) repairs to the **Covered Roofing System** and all related components, without jeopardizing coverage.
3. **Building:** The facility and roof area where the Work covered by this Warranty was performed.
4. **Building Code:** Any law, statute, rule, regulation, ordinance or order of a federal, state, county, local government, or the Florida Department of Education, including those **Owner**-specific requirements relating to the design, specifications, materials or construction of any **Covered Roofing System**.
5. **Claim:** **Owner** request(s) for corrections to **Covered Roof Leaks** or other roof defects defined in A.1 above under this warranty.
6. **Covered Roof Leak:** Any intrusion or admission of water through an opening, separation or other similar defect into the **Building**, or within the **Covered Roofing System**, including water intrusion through **Strip-In Flashings**.
7. **Covered Roofing System:** The entire roofing assembly or roofing system covered by this Warranty, to include: the flexible or semi-flexible roofing components or waterproofing, all new membrane materials, insulation, cover boards, base flashings up to 12" high, wall flashings up to 60" high, liquid flashings, sealants, fasteners and plates, walkway membranes, and any other roof system component from the roof deck to the finished roof membrane wearing surface supplied by the **Roofing Manufacturer**, including materials not supplied by the **Roofing Manufacturer** but pre-approved for use within the **Covered Roofing System**.
8. **Excessive Repairs:** Any reoccurring similar defect(s) which the **Owner** cannot reasonably expect a final and acceptable solution which resolves the defect.
9. **Installing Contractor:** The **Approved Contractor** responsible for the installation of the **Covered Roofing System** and all related components and that can make repairs that will be covered under **Roofing Manufacturer's** Guarantee.
10. **Owner:** Hillsborough County Public Schools, the School District of Hillsborough County, or the Building Owner.
11. **Pollutants:** Solid, liquid or gaseous irritants or contaminates, including, but not limited to, petroleum products, animal fat, smoke vapors, soot, fumes, acids, alkalis, corrosive chemicals and other materials defined as damaging to the **Covered Roof System** as defined by the **Roofing Manufacturer's** published information.
12. **Premature Deterioration:** The extraordinary wear or uncommon deterioration of the exposed roofing membranes and base flashings due to excessive granule loss or similar manufacturing defect(s) under normal weathering, maintenance, and traffic conditions.
13. **Repair Costs:** All costs and expenses relating to the repair of any **Covered Roof Leak**, including costs of labor and materials without monetary limitation to effect all necessary **Warrantable Repairs**.
14. **Roofing Defect(s):** Workmanship and installation errors by the **Installing Contractor**.

15. **Roofing Manufacturer:** The roofing materials manufacturer that produces or sells the primary roofing materials used on the project and underwrites this warranty covering those materials.
16. **Roof Section:** A separating or division of a roof area by existing expansion joints, parapet walls, flashing (excluding valley), difference of elevation (excluding hips and ridges), roof type or legal description; not including the roof area required for a proper tie-off with an existing system.
17. **Roof Top Objects:** Mechanical, electrical, plumbing, heating, and air conditioning equipment, lightning protection components, sprinklers, antennas, frameworks, signs, traffic surfaces (other than those which are intentionally part of the **Covered Roofing System**), water towers, structures, equipment, and other objects on or through the **Covered Roofing System** (other than those which are intentionally part of the **Covered Roofing System**).
18. **Strip-In Flashings:** Metal strip-in flashings installed per **Roofing Manufacturer's** installation instructions and per SMACNA standards.
19. **Term:** The term of this Warranty shall be for the period set forth above, not less than five years.
20. **Third-Party:** Any person, firm, partnership, corporation, company, or other entity or group other than the **Owner, Installing Contractor, or Roofing Manufacturer.**
21. **Warrantable Repair:** Repairs to any defect in materials or workmanship of the **Installing Contractor** for work performed under their contract for services for the warranted project.

DISTRIBUTION: *[Provide two (2) originals and two (2) copies]:*

ORIGINAL: Owner–Facilities Maintenance Support

ORIGINAL: Installing Contractor

COPY: Owner–Project Coordinator

COPY: Architect / Design Professional

**INSERT HERE ROOF PLAN(S) OR AERIAL PHOTO(S) DEPICTING ALL ROOF AREAS
COVERED BY THIS WARRANTY**

MANUFACTURER'S GUARANTEE NO.: _____

GUARANTEE TERM:

Date of Substantial Completion _____

Term Expiration Date: _____

¹Date of Substantial Completion as certified by Design Professional.

'OWNER' INFORMATION:

Name: The School Board of Hernando County, Florida

Address: ATTN: Facilities & Construction

8016 Mobley Road

Brooksville, FL 34601

Telephone: (352) 797-7050 Fax: (352) 797-7150

'ROOFING MANUFACTURER' INFORMATION:

Name: _____

Address: _____

Telephone: _____ Fax: _____

Email for Claims: _____

'INSTALLING CONTRACTOR' INFORMATION:

Name: _____

Address: _____

Telephone: _____ Fax: _____

'BUILDING' INFORMATION:

Facility Name: _____

Address: _____

Roof areas covered by this Guarantee include the following:

(Identify Building Numbers using Owner's FISH database or Roof Areas (RA) from Drawings. Indicate area in square feet. Attach roof plan(s) or aerial photo(s) depicting all included roof areas.)

RA/Bldg. No.: _____	Area: _____	RA/Bldg. No.: _____	Area: _____
RA/Bldg. No.: _____	Area: _____	RA/Bldg. No.: _____	Area: _____
RA/Bldg. No.: _____	Area: _____	RA/Bldg. No.: _____	Area: _____
RA/Bldg. No.: _____	Area: _____	RA/Bldg. No.: _____	Area: _____
RA/Bldg. No.: _____	Area: _____	RA/Bldg. No.: _____	Area: _____
RA/Bldg. No.: _____	Area: _____	RA/Bldg. No.: _____	Area: _____
RA/Bldg. No.: _____	Area: _____	RA/Bldg. No.: _____	Area: _____
RA/Bldg. No.: _____	Area: _____	RA/Bldg. No.: _____	Area: _____
RA/Bldg. No.: _____	Area: _____	RA/Bldg. No.: _____	Area: _____
RA/Bldg. No.: _____	Area: _____	RA/Bldg. No.: _____	Area: _____
RA/Bldg. No.: _____	Area: _____	RA/Bldg. No.: _____	Area: _____

ROOF SPECIFICATION:

Roof System Description: _____

Total Cost of Installed Roofing: \$ _____

ROOFING MANUFACTURER AUTHORIZATION:

By:

(Signature of duly authorized representative)

(Printed name of duly authorized representative)

Title: _____

Date: _____

NOTE: The **Roofing Manufacturer** shall have no obligation under this Guarantee unless and until all bills for installation and supplies have been paid in full to the roofing contractor and materials suppliers, and the Guarantee charge has been paid.

A. GUARANTEE COVERAGE:

1. The **Roofing Manufacturer** hereby guarantees to the **Owner**, subject to the terms, conditions and limitations stated herein, that the **Covered Roofing System** at the above referenced **Building** will remain in a watertight condition, free of **Roofing Defect(s)**, **Premature Deterioration**, or failure of the materials supplied by the **Roofing Manufacturer**, for a period of twenty (20) years, commencing on the date hereof. The **Roofing Manufacturer** agrees to repair or have repaired all **Covered Roof Leaks** caused by normal weathering, manufacturer defects, and **Roofing Defect(s)** in the application of the **Covered Roofing System**. **Excessive Repairs** due to the deterioration or failure of roofing materials within a Roof Section will be considered failure of the **Covered Roofing System** for that entire Roof Section and permanent replacement or corrective measures will be made to the satisfaction of **Owner**. In addition, the **Roofing Manufacturer** guarantees that the **Covered Roofing System** will provide a complete watertight assembly without detachment, or otherwise damaged roofing system components resultant of gale force winds and windstorms below hurricane force wind speeds up to 74 mph. The **Roofing Manufacturer** guarantees watertight performance for all aspects of the **Covered Roofing System** installation and including all roof membrane components, metal **Strip-In Flashings**, liquid flashings, approved sealants and pourable sealers for the **Term** of the Guarantee.
2. The **Roofing Manufacturer** shall be responsible for all covered **Repair Costs** during the Guarantee **Term**.
3. In the event an emergency condition exists which requires immediate repair to avoid damage to the **Building**, its contents or occupants, the **Owner** or its designated roofing contractor may perform reasonable, essential temporary repairs without affecting the Guarantee coverage. The **Roofing Manufacturer** will reimburse **Owner** for those reasonable repair expenses only to the extent such expenses would have been the responsibility of **Roofing Manufacturer** under this Guarantee.

B. NOTICE:

1. The **Owner** shall notify the **Roofing Manufacturer** in writing within 30 days of discovery of any leaks or other **Roofing Defect(s)**.
2. In response to timely notice, **Roofing Manufacturer** or its designee will investigate all reported leak or **Roofing Defect(s)** claims under this Guarantee.
 - a. Should the investigation reveal that the leak or **Roofing Defect(s)** is excluded under the terms, conditions, and limitations set forth herein, the **Roofing Manufacturer** will advise the **Owner** within a reasonable time of the minimum repairs that **Roofing Manufacturer** believes are

required to return the **Covered Roofing System** to a watertight condition or to remedy the **Roofing Defect(s)**. If the **Owner**, at his expense, promptly and timely makes such repairs to the **Covered Roofing System** then this Guarantee will remain in effect for the unexpired portion of its **Term**. Failure to make any of these repairs in a timely and reasonable fashion will void any further obligation of the **Roofing Manufacturer** under this Guarantee as to the damaged portion of the **Covered Roofing System** as well as any other areas of the **Roofing System** impacted by such failure.

- b. If, upon investigation, **Roofing Manufacturer** determines that the leak or **Roofing Defect(s)** is not excluded under the terms, conditions, and limitations set forth herein, then the **Roofing Manufacturer** will take prompt appropriate action to repair all **Roofing Defect(s)** or return the **Covered Roofing System** to a watertight condition.
3. Any action by the **Roofing Manufacturer** to repair **Roofing Defect(s)** or a **Covered Roof Leak** shall be performed in accordance with the Manufacturer's installation requirements and the Roofing Standards of the **Owner** at the time of the installation.

C. PREVENTATIVE MAINTENANCE AND REPAIRS

1. **Owner** agrees to perform regular inspections and maintenance and keep records of this work.
2. To keep this Guarantee in effect, **Owner** must repair any conditions in the building structure or **Covered Roofing System** that are not covered by this Guarantee and may be threatening the integrity of the roofing materials. Any such repairs must be performed by an **Approved Contractor**.

D. EXCLUSIONS FROM COVERAGE

1. This Guarantee does not obligate the **Roofing Manufacturer** to repair or replace the **Covered Roofing System**, or any part of the **Covered Roofing System**, for leaks, **Roofing Defect(s)** or appearance issues resulting, in whole or in part, from one or more of the following:
 - a. Natural disasters, including, but not limited to, the direct or indirect effect of lightning, tornadoes, hurricanes, earthquakes, flood, hail, storm, fire or other acts of God.
 - b. Wind speeds greater than or equal to 74 mph, as recorded by the data collection point that reports to the National Weather Service (whether official or unofficial) located nearest to the **Building**.
 - c. Act(s) of civil insurrection, war, terrorism, riot, explosion, vandalism or malicious mischief.
 - d. Damage from impact of foreign objects, aircraft, vehicles, wind-blown debris or physical damage caused by any intentional or negligent acts, accidents, misuse, abuse or the like.
 - e. Damage caused by ponding water or inadequate drainage, unless specifically approved, for no longer than 48 hours after the end of a precipitation event, or other similar conditions resulting from improper drainage.
 - f. Damage from insects, animals or vermin.
 - g. Damage or exposure to **Pollutants**, or the reactions between them.
 - h. Deterioration to metal materials and accessories caused by marine salt water, atmosphere, or by the regular spray of either salt or fresh water.
 - i. Damage resultant of installation, maintenance, repair, movement, placement, storage or deterioration of any **Accessory Roof Components** or **Roof Top Objects**.

- j. Settlement, deflection, movement, moisture content, inadequate attachment, or other deficiencies of the roof deck, pre-existing roof system, walls, foundations or any other part of the building structure, insulation or other materials underlying the **Covered Roofing System**.
 - k. Inaccessible leaks concealed below rooftop equipment, overburden, and all other products applied to or through the **Covered Roofing System** or flashing materials.
 - l. Construction generated moisture, condensation, or infiltration of moisture in, from, through or around the walls, copings, rooftop hardware or equipment, skylights, building structure or underlying or surrounding materials.
 - m. Damage caused by unauthorized repairs, alterations or modifications or subsequent work on or through the **Covered Roofing System** done without prior written approval by the **Roofing Manufacturer** of the methods and materials to be used.
 - n. Damage or extraordinary wear of the roof surface as a result of traffic beyond that considered common to the installation, maintenance and repair of **Covered Roofing Systems** and related components, including the use of the roof as a storage area or recreational surface or for any other similar purposes.
 - o. Defects in or faulty/improper architectural, engineering or design flaws of the **Covered Roofing System** or **Building**, including, but not limited to, design issues arising out of improper climate or **Building Code** compliance, improper selection of materials for the assembly, or the failure to accurately calculate wind uplift and/or applicable design loads.
 - p. Failure by the **Owner** to use reasonable care in maintaining the **Covered Roofing System**.
2. The **Roofing Manufacturer** does not undertake any analysis of the architecture or engineering required to evaluate what type of system, installation or material is appropriate for a building and makes no warranty express or implied as to the suitability of its products for any particular structure. Such a determination is the responsibility of the architect, engineer or design professional.
 3. During the entire Term of the Guarantee and subject to the visitor access restrictions required at each facility, **Roofing Manufacturer's** designated representatives or employees shall have coordinated access to the installation location(s) for inspection, audit, or repair purposes during regular business hours, or as mutually agreed.

E. SUSPENSION OF GUARANTEE

1. If the **Owner** does not perform all of its guarantee obligations and comply with the terms and conditions required of it under the Guarantee, this Guarantee and the **Roofing Manufacturer's** obligations under it shall be suspended. Notice of suspension shall be in writing and submitted to the General Manager of Maintenance, 4805 Martin Luther King Blvd. Tampa, FL 33605, (813) 6351131.
2. Guarantee coverage may be reinstated by performing the required actions and notifying the **Roofing Manufacturer** that the work has been completed or addressed.

F. DISPUTES:

1. The parties agree that, as a condition precedent to litigation, any controversy or **Claim** relating to this Guarantee shall be first submitted to mediation before a mutually acceptable mediator. In the event that mediation is unsuccessful, the parties agree that neither one will commence or prosecute any lawsuit or proceeding other than before the appropriate state or federal court in the State of Florida.

This Guarantee shall be governed by the laws of the State of Florida, without regard to principles of conflicts of laws. Each party irrevocably consents to the jurisdiction and venue of the above identified courts.

G. LIMITATION OF LIABILITY:

1. **Roofing Manufacturer** shall be liable, without limitation of cost, for the repair or replacement of the **Covered Roofing System** and any **Roofing Defect(s)** by an **Approved Contractor** during the Guarantee Term.
2. **Roofing Manufacturer** shall not be liable for any consequential, special, incidental, or other damages including, but not limited to loss time or profits or inconvenience, or damages to the building or its contents, substrates, or the roof deck.
3. **Owner** shall be responsible for the costs associated with the removal and replacement, as well as any damage caused by the removal and replacement, of any overburden, super-strata or overlays, either permanent or temporary, which include but are not limited to: structures or assemblies added after installation, fixtures or utilities on or through the **Covered Roofing System** or material, support platforms or bases for Photovoltaic (PV) Arrays (a.k.a. – Solar Panels), garden roofs, decks, patios or any other obstacles that impede access, clear observation, investigation or repairs to the roof system or materials, excluding ballast or pavers accepted by **Roofing Manufacturer** or overburden specifically included as part of the roofing assembly.

H. DEFINITIONS:

1. **Accessory Roof Components:** Drains, drain leaders, wood nailers, roof decks, counter flashing, mechanical curbs and supports, guards, walkways (except when part of the roofing membrane) and sheet metal work.
2. **Approved Contractor:** A roofing contractor authorized by the **Roofing Manufacturer** to install the **Covered Roofing System** and perform all warranted and non-warranted (routine maintenance) repairs to the **Covered Roofing System** and all related components, without jeopardizing coverage.
3. **Building:** The facility and roof area where the Work covered by this Guarantee was performed.
4. **Building Code:** Any law, statute, rule, regulation, ordinance or order of a federal, state, county, local government, or the Florida Department of Education, including those **Owner**-specific requirements relating to the design, specifications, materials or construction of any **Covered Roofing System**.
5. **Claim:** **Owner** request(s) for corrections to **Covered Roof Leaks** or other **Roofing Defect(s)** defined in A.1 (above) under this Guarantee.
6. **Covered Roof Leaks:** Any intrusion or admission of water through an opening, separation or other similar defect into the **Building**, or within the **Covered Roofing System**, or other roof defects defined in A.1 (above) related to the **Covered Roofing System**, including water intrusion through **Strip-In Flashings**.
7. **Covered Roofing System:** The entire roofing assembly or roofing system covered by this Warranty, to include: the flexible or semi-flexible roofing components or waterproofing, all new membrane materials, insulation, cover boards, base flashings up to 12" high, wall flashings up to 60" high, liquid flashings, sealants, fasteners and plates, walkway membranes, and any other roof system component from the roof deck to the finished roof membrane wearing surface supplied by the **Roofing**

- Manufacturer**, including materials not supplied by the **Roofing Manufacturer** but preapproved for use within the **Covered Roofing System**.
8. **Excessive Repairs:** Any reoccurring similar defect(s) which the **Owner** cannot reasonably expect a final and acceptable solution which resolves the defect.
 9. **Installing Contractor:** The **Approved Contractor** responsible for the installation of the **Covered Roofing System** and all related components and that can make repairs that will be covered under **Roofing Manufacturer's** Guarantee.
 10. **Owner:** Hillsborough County Public Schools, the School District of Hillsborough County, or the Building Owner.
 11. **Pollutants:** Solid, liquid or gaseous irritants or contaminates, including, but not limited to, petroleum products, animal fat, smoke vapors, soot, fumes, acids, alkalis, corrosive chemicals and other materials defined as damaging to the **Covered Roof System** as defined by the **Roofing Manufacturer's** published information.
 12. **Premature Deterioration:** The extraordinary wear or uncommon deterioration of the exposed roofing membranes and base flashings due to excessive granule loss or similar manufacturing defect(s) under normal weathering, maintenance, and traffic conditions.
 13. **Repair Costs:** All costs and expenses relating to the repair of any **Covered Roof Leak**, including costs of labor and materials without monetary limitation to effect all necessary **Warrantable Repairs**.
 14. **Roofing Defect(s):** Workmanship and installation errors by the **Installing Contractor**.
 15. **Roofing Manufacturer:** The roofing materials manufacturer, stated above, that produces or sells the primary roofing materials used on the project and underwrites this Guarantee covering those materials.
 16. **Roof Section:** A separating or division of a roof area by existing expansion joints, parapet walls, flashing (excluding valley), difference of elevation (excluding hips and ridges), roof type or legal description; not including the roof area required for a proper tie-off with an existing system.
 17. **Roof Top Objects:** Mechanical, electrical, plumbing, heating, and air conditioning equipment, lightning protection components, sprinklers, antennas, frameworks, signs, traffic surfaces (other than those which are intentionally part of the **Covered Roofing System**), water towers, structures, equipment, and other objects on or through the **Covered Roofing System** (other than those which are intentionally part of the **Covered Roofing System**).
 18. **Strip-In Flashings:** Metal strip-in flashings installed per **Roofing Manufacturer's** installation instructions and per SMACNA standards.
 19. **Term:** The term of this Guarantee shall be for the period set forth above, not less than twenty years.
 20. **Third-Party:** Any person, firm, partnership, corporation, company, or other entity or group other than the **OWNER, Installing Contractor, or Roofing Manufacturer**.
 21. **Warrantable Repair:** Repairs to any defect in materials or workmanship of the **Installing Contractor** for work performed under their contract for services for the warranted project.

DISTRIBUTION: *[Provide one (1) original and two (2) copies]:*

ORIGINAL: Owner–Facilities & Construction Department

COPY: Owner–Facilities Construction Projects Manager

COPY: Architect / Design Professional

**INSERT HERE ROOF PLAN(S) OR AERIAL PHOTO(S) DEPICTING ALL ROOF AREAS
COVERED BY THIS WARRANTY**