

PRO TECH ROOFING, INC.

Commercial Roofing Contractor

1986 E. State St. Ste. A * Eagle, Idaho 83616 * Office (208) 939-6714 * Fax (208) 939-3970

ROOFING LABOR GUARANTEE

PRO TECH ROOFING, herein "the Contractor," has completed application of the following roof:

Owner: _____ Area of roof: _____
Address of owner: _____
Name of building: _____ Location: _____
Date of completion: _____ Date guarantee expires: _____

Whereas, at the inception of such work the Contractor agreed to guarantee the afore said 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 above, from the date of completion of said roof, it will, at its own cost and expense, 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 this guarantee is any and all damage to said roof, the building or contents caused by the acts of omissions of other trades or contractors; vandalism, acts of war, or civil disturbances, lighting, windstorm, hailstorm, 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, copings, chimneys, skylights, vents, supports, or other parts of the building; vapor condensation beneath the roof; 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 the 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 roofing 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 the 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 was originally specified and in the specification as noted in paragraph 8 below. Areas that pond water shall not be covered by this guarantee.
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.
6. This guarantee shall become null and void unless the Contractor is promptly notified of any alleged defect in materials or workmanship and provided an opportunity to inspect the roof.
7. This guarantee is in lieu of all other guarantees or warranties, express or implied.

THERE ARE NO WARRANTIES OR GUARANTEES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF.

8. Additional conditions or exclusions:

In Witness Whereof, this instrument has been duly executed this

28th

day of **October**

2008

By: _____

Capacity: _____