



State of Wisconsin – Fluoro-Polymer (Kynar-Base) Coating Roofing System Manufacturer 15-yr Guarantee

State Agency/Location/Address _____

Building Name _____ Bldg. No. _____ Roof Area(s) _____

D.S.F. Project No. _____ Project Total Sq. Ft. _____ Manufacturer _____

Type of Roofing System _____ Prime Contractor _____

Date of Completion _____ State Guarantee Starts _____ State Guarantee Expires _____

Subject to the terms, conditions and limitations stated herein the undersigned coating manufacturer (**Manufacturer**) hereby guarantees that the roofing system installed on the above named building, will remain free from defects in materials or workmanship, for a period of fifteen (15) years from the date of completion; and that the **Manufacturer** will at its own expense, make or cause to be made such permanent repairs to said roofing system having defects in any of the materials and workmanship applied by or through the undersigned, as may be necessary to restore to compliance with the specifications or replace said roofing system without defects as hereinafter defined.

This guarantee is made subject to the following terms and conditions: The term “defect” shall include faulty installation, excessive deterioration in mil. coating, bare spots, insufficient mil coverage, non-adherence, of membrane materials supplied by **Manufacturer**, and the following,

- Fluoro-Polymer Roof Coating Roofing Systems: that does not retain 90% of its original reflectance value, resist the development of biological growth under normal conditions, and retain its original color with in five (5) N.B.S. (National Bureau of Standards) units when tested in accordance with ASTM D 2244, compared to unweathered specimen.

The term “roofing system” shall mean all the materials above the structural roof deck associated with the roof system that are furnished by **Manufacturer** and the workmanship for installing such materials as required per the **Manufacturer’s** installation instructions to achieve an astetically pleasing finish.

No work will be done on said roof by the State, including, but without limitation, work in connection with flues, vents, drains, sign braces, antennas, railings, platforms or other equipment fastened to or set on the roof, and no repairs or alterations will be made to said roof, unless the undersigned are first notified and given the opportunity to make the necessary roofing application recommendations with respect thereto, and such recommendations are complied with by the State. Failure to observe this condition shall render this guarantee null and void.

In the event defects should occur, the User Agency shall notify the undersigned parties in writing at the addresses listed below within thirty (30) days of discovery of defects. If repairs are not initiated within ten (10) days from the date of receipt of written notice that defects exist, the State is hereby authorized to have repairs made to the roofing system as is required without invalidating this guarantee, and the undersigned agrees to pay all costs for repair of defects in roofing system within thirty (30) days from the date such repairs or material replacement have been completed and approved by the State.

This Guarantee is in lieu of all other warranties expressed or implied, including warranties of merchantability or fitness for any particular purpose. No representatives of the parties herein named have the authority to make any representations other than those stated herein.

Specifically excluded from this guarantee is any and all damages to said roof system, the building or contents therein caused by any one or combination of the following,

- Acts or omissions of the State.
- Damage resulting from natural disasters; i.e., windstorm (exceeding velocity of 70 miles per hour), hail, flood, hurricane, lightning, or other phenomena of the elements.
- Damage resulting from the building structure failing to have adequate strength to support all live and dead loads, including water and snow loads, or any damage resulting from any other structural defects or failures.
- Damage resulting from “ponding water” as defined in the state installation specification for the roofing system.
- Damage resulting from objects, misuse or abuse of the roofing system, or traffic, recreational activities, or storage of material on the roofing system.
- Discharge of vegetable, mineral, animal oils, greases, solvents, or chemicals such as industrial wastes, upon the roof surface, unless originally designed for such purpose and prior written approval is received.

IN WITNESS WHEREOF, this instrument has been duly executed,

PRIME CONTRACTOR

PRODUCT MANUFACTURER

Signature _____

Signature _____

Name/Title _____

Name/Title _____

Company Name _____

Company Name _____

Address _____

Address _____

Telephone _____ Date _____

Telephone _____ Date _____

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