



## State of Wisconsin – Metal Roofing/Wall Panel System 10-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 \_\_\_\_\_

Shingle Warranty Registration No. \_\_\_\_\_ Warranty web site \_\_\_\_\_

Date of Completion \_\_\_\_\_ State Guarantee Starts \_\_\_\_\_ State Guarantee Expires \_\_\_\_\_

### List Additional Manufacturer Warranty and/or Guarantee Submittals Required

*(submit all of the additional warranty/ guarantees required at the same time along with this guarantee)*

**Total System Warranty -Yes**  **No**  **Membrane Warranty -Yes**  **No**  **Metal Guarantee -Yes**  **No**

Subject to the terms, conditions and limitations stated herein, we, the undersigned hereby jointly and severally guarantee that the roofing system installed on the above named building, will remain in a watertight condition, free from leaks and defects in materials or workmanship, for a period of ten (10) years from the date of completion; and that we will at our 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 in a water tight condition without defects as hereinafter defined. **Contractor shall perform a minimum of two (2) roof system inspections during the term of this guarantee with final inspection performed within last 6-months of term. Submit written inspection/repair and location reports to DFD Project Manager and Agency Representative.**

This guarantee is made subject to the following terms and conditions: The term “defect” shall include leak(s), faulty installation, installation of other than specified materials, and the following,

- **Panel Paint Finish:** Material defects, corrosion and finish degradation, excessive fade and/or chalking.
- **Panel Weather Tightness:** Defects resulting in leaks, excessive or deficient adhesive tape or sealant, loose and/or failing neoprene closers/fillers, improper fastening and fasteners.
- **Ice Dam and Underlayment:** Defects that result in leaks, improper substrate preparation, improper installation to include buckling, rolling of membrane and inadequate membrane seam lap.
- **Metal Roofing/Wall Systems:** Loose components/fasteners, excessive buckling, oil-canning, damaged finish, snow guard installation, finish/fastener failure, vent pipe flashing/clamps and proper curb saddle.
- **Sheet Metal Roof Flashing- Skylight Panels:** Loose, unsecured metal flashing, panels and associated cleats, anchors, clips, wood blocking, fasteners, inadequate, improper, loose and sealant.

The term “roofing system” shall mean all the materials above the structural roof deck associated with the roof system that are furnished under this contract and the workmanship for installing such materials as required per the manufacture’s installation instructions to achieve a watertight system.

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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 leak(s) or 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 leak(s) or defects. If repairs are not initiated within ten (10) days from the date of receipt of written notice that leaks or 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 or replacement of leak(s) or defects in roofing system within thirty (30) days from the date such repairs or material replacement have been completed and approved by the State.

In the event that the State has notified the Contractor of the need to repair leak(s) through the roofing system and an emergency condition exists which requires immediate repair to avoid substantial damage to the State, the State may make such temporary repairs as may be essential and such action shall not be a breach of this Guarantee, so long as the State complies with other provisions of the Guarantee.

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 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 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**

**ROOFING CONTRACTOR**

(If the Roofing Contractor is also the Prime Contractor, only one signature in either signature block is required)

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name/Title \_\_\_\_\_

Name/Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Telephone \_\_\_\_\_

Seal

Seal