

# THE UNITED COATINGS TEN (10) YEAR ROOF MATE WATERPROOFING WARRANTY

**DATE EXECUTED:** \_\_\_\_\_ **NO:** \_\_\_\_\_

**COVERAGE PERIOD: 10-Years**

Whereas, **UNITED COATINGS**, 19011 E. Cataldo, Greenacres, Washington, has sold the **ROOF MATE** Coatings System, which has been applied as a "Roof Membrane" on the building described as follows:

Name and Description of Project: \_\_\_\_\_

Address: \_\_\_\_\_

Owner: \_\_\_\_\_ Telephone#: \_\_\_\_\_

Address of Owner: \_\_\_\_\_

Area of Roof Membrane: \_\_\_\_\_

Certified Contractor: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone#: \_\_\_\_\_

**Date of Completion:** \_\_\_\_\_

Now, therefore, **UNITED COATINGS** (hereinafter referred to as Guarantor) guarantees to each **OWNER** to whom has been issued a certificate of warranty, properly completed and duly signed by **UNITED**, that subject to the terms and conditions hereinafter set forth, **UNITED** will for the period of 10 years from said date of Inspector's final approval of said Roof Membrane, at its own expense, make such repairs as may become necessary to repair water leaks into the building.

As used herein, the term "Roof Membrane" constitutes a covering of the substrate with **UNITED'S** Roof Mate Coating System. The Roof Membrane may include the primer, caulk, butter grade and/or reinforcing fabric when supplied by **UNITED**.

**REMEDY:**

- A. The Certified Contractor, solely at his expense, agrees to provide all labor and non-**UNITED** materials to remedy deficiencies in the installed roof system, as provided for in the Warranty, for the period of years one (1), two (2) and three (3) from the date of Warranty issuance. Guarantor agrees at its expense to provide **UNITED** materials to effectuate these repairs. Deficiencies in the installed roof system resulting from proven product defects in the elastomeric roof coating are specifically excluded from this consideration. Additionally, color variances in the installed coating resulting from ordinary weathering, pollutants, etc., do not constitute a deficiency in the roof system nor do they qualify for the product defect waiver stated above.
- B. Guarantor agrees to provide all materials and labor and the Certified Contractor agrees to perform repairs which may become necessary under the warranty for water leaks occurring in years four (4) through ten (10).
- C. Guarantor further agrees to reimburse the Certified Contractor for his direct cost for the aforementioned materials and labor inclusive of a 15% mark-up for overhead. It is further agreed that Guarantor must be provided notice of a potential claim as soon as received by the Certified Contractor and Guarantor agrees to provide notice to the Certified Contractor of a potential claim as soon as received. It is further agreed that the Certified Contractor must afford Guarantor the first right to provide the materials in suitable quantities to perform the repairs. The Certified Contractor agrees to provide Guarantor with a written summary of the repairs performed, separated in accordance with the following:
  - 1) Materials (Non-**UNITED**)
  - 2) **UNITED** Product
  - 3) Labor
  - D) Overhead at 15%

**EXCLUSIONS:**

This Roof Guarantee does not cover failure of the Roof Membrane due to:

- 1. Damage to the Roof Membrane, substrate, property, building or contents caused by fire, settlement, faulty construction or design, inadequate drainage, movement, misuse of structure, or other failure of the structure.
- 2. Damage to the Roof Membrane or substrate due to natural causes, including but not limited to floods, lightning, hail, windstorms, cyclones, hurricanes, tornadoes, earthquakes, or other extraordinary or unusual events.
- 3. Damage to the Roof Membrane caused by solid or liquid deposits of any foreign substances.
- 4. Failure of metal flashings or failures resulting from movement of mechanical equipment used in conjunction with Roof Membrane or other flashing materials.
- 5. Damage to Roof Membrane caused by vandalism, penetration or damage caused by third parties or foreign objects or agents, including plant or animal life.
- 6. Infiltration or condensation of moisture in, through, or around walls, copings, etc. entering the building structure.
- 7. Excessive traffic over the Roof Membrane or its use as a storage area, walking or recreational surface, or for any similar purpose.

**CONDITIONS:**

- A. The Roof Membrane must be installed as per **UNITED'S** printed application instructions and project specifications by a Certified Applicator of the Roof Mate Coating System. Contractor shall have a current certificate on file designating said firm as such.
- B. No subsequent alteration of, or addition to, the existing structure which affects or may affect the Roof Membrane in any way, shall be made unless **UNITED** shall first be notified in writing and shall agree to such proposed alterations or conditions, nor unless such alterations and additions are made in accordance with such recommendations and conditions as **UNITED** may prescribe.
- C. This Roof Guarantee is expressly conditioned upon **UNITED'S** liability to the Owner for any defects, failure, or deficiency, which are covered by this Guarantee, and are expressly conditioned upon Owner's obligation to notify **UNITED** in writing within five working days of the date that Owner discovers defect. **UNITED** shall then have the right to immediately inspect the defect, and if not given this right, this Roof Guarantee shall be terminated. No third parties shall be deemed an agent of **UNITED** for purposes of notification.
- D. Neither the issuance of the Roof Guarantee, nor any examination or inspection of the building or the plans or specifications thereof by **UNITED** representatives, before or after completion of the Roof Membrane, shall constitute a waiver of any of the exclusions and/or conditions set forth herein.
- E. The **GUARANTOR** will not be liable for any direct, indirect, special, or general damages of any kind from whatever cause which may arise as the result of defects in the Roof Membrane except as provided for in the Guarantee. It is expressly understood and agreed that **GUARANTOR** shall in no way be deemed or held to be obligated, liable, or accountable upon or under any guarantees or warranties, express or implied, including any implied warranty of merchantability or fitness for a particular use.

Owner or Owner's Representative	Title	Date
Certified Contractor	Title	Date
<b>UNITED COATINGS</b>	Title	Date

SAMPLE