



## ROOF WORKMANSHIP WARRANTY

Owner/Company: \_\_\_\_\_

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

Roof Type: \_\_\_\_\_ Colour: \_\_\_\_\_ Number of bundles: \_\_\_\_\_

Completion Date: \_\_\_\_\_ Invoice #: \_\_\_\_\_

Sunrise Construction (hereafter warrantor) will warrant against defects in workmanship for the installation of the roofing system as follows: Commencing upon completion date for a period of **10 years** for the repair of roofing system as well as any damage done to the interior due to improper installation. Contractor also agrees to furnish upon reasonable notice and at reasonable times for any warranty repairs to be completed.

### CONDITIONS

1. The owner shall notify the warrantor of any leak, defect, failure or deficiency, which is discovered by the owner within ten (10) days of the discovery. If the leak, defect failure or deficiency is covered by this warranty, the warrantor shall then have the right to immediately inspect and repair the problem hereunder. If the leak, defect, failure or deficiency is not covered by this warranty, the warrantor shall have the right to immediately inspect and repair the problem with the owner's written authorization and at the owner's sole expense.
2. Applicator shall have the right to annually inspect the roof during term of warranty.
3. Payment as per terms of the contract shall constitute the sole consideration for this warranty. If the owner shall fail to make payment in accordance with the terms of the contract, this warranty shall be void and have no further effect.

### EXCLUSIONS

1. Damage to the roofing, property, building, or contents caused by fire, settling, distortions, or other failure of the building, natural causes including floods, lightning, high winds, hail, hurricanes, tornadoes, earthquakes, or extraordinary or unusual events.
2. Damage to the roofing job from cracks or openings in the roof substrata, walls, partitions, foundations, etc.
3. Vandalism, penetration, damages or attacks to the roof by third parties or foreign objects or agents including plant or animal life.
4. Damage cause by alteration or addition to encroachment upon erection of a structure on the roof or any use of the roof other than its original intended purpose, including but not limited to, snow shovelling, heat cables, salt etc. Changes in use of this building shall be subject to warrantors approval in writing.
5. There is no Implied Warranty of Merchant Ability or Fitness in connection with roof materials supplied by this contractor. This warranty shall not render this contractor liable in any respect, for any damage to this building, or any contents thereof for any loss, injury or damage to persons or property resulting from any defect in the materials supplied, nor will contractor be held liable for incidental, special or consequential damages, direct or indirect of any nature to any person sustained from any cause due to manufacturers defect in materials supplied.

### OTHER PROVISIONS

1. No modifications of this warranty shall be effective unless in writing and approved by all parties.
2. This warranty shall not be transferred to a new owner should the property be sold, provided the warrantor is notified of the sale within thirty (30) days of the transfer.
3. This warrant contains the sole and exclusive liability of warrantor for the roofing job and the application, maintenance and repair thereof. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WRITTEN, ORAL, EXPRESSED OR IMPLIED INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PRACTICAL PURPOSE.**
4. This warranty shall not be effective unless executed by an authorized representative of the warrantor.
5. This warranty is not intended for a substitute for common sense maintenance program by the owner, nor is it an effective instrument in the face of abuse of the roof by foot traffic and abuse from other trades or individuals.

The undersigned has approved the foregoing Roofing Warranty and accepts all installation and products furnished in connection and therewith subject to all terms hereof.

Client Name (please print): \_\_\_\_\_

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Company Representative: \_\_\_\_\_

Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_