



LIMITED WORKMANSHIP WARRANTY

NON-TRANSFERRABLE

Customer: _____ Date of Completion _____

Building description: _____

Location: _____ Type of Roof: _____

Roof under workmanship warranty (if less than entire roof) _____

This warranty is valid only if signed by the Customer and Kelly Roofing, LLC ("Roofing Contractor" or "Contractor"). This warranty is a part of the contract between Customer and Contractor and incorporates the terms of the contract. Any warranty provided by or through Contractor is void if Customer fails to pay for any portion of the contract.

COVERAGE

The roof applied to the building described above is warranted for workmanship for _____ year(s) from the date of completion shown above. Under this express workmanship warranty, the Roofing Contractor will at its own expense make any repairs necessary to correct roof leaks resulting from the following causes:

- 1) Poor workmanship of Roofing Contractor in applying roofing and flashing materials unless the failure is a result of a specified exclusion.

EXCLUSIONS

Contractor disclaims all liability for claims arising out of the exclusions listed below. Customer acknowledges that he/she is solely liable for all damages, whether actual or consequential, arising out of these claims. This express workmanship warranty does **NOT** cover the following:

- 1) Leaks or other damage caused by:
 - a) Natural disasters including, without limitation, floods, lightning, hurricanes, tropical storms, hail, windstorms, earthquakes, and/or tornadoes, provided that the damage is not solely the result of the failure of the roof system to meet the designed wind speed.
 - b) Structural failures such as cracks in decks, walls, partitions, foundations, windows, stoppage of roof drains/gutters, etc.
 - c) Changes in original principal usage to which building is put unless approved in advance in writing.
 - d) Erection or construction of any additional installation on or through the roofing felt after date of completion.
 - e) Roof or flashing repairs by others; painting or coating without approval.
 - f) Acts of God, strikes, riots, war, civil disturbances, fire, vandalism or other damage beyond Contractor's control.
 - g) Dry rot, perimeter edge leaks, perimeter rot, termites, rodents, or other pests.
 - h) Penetration of the roofing from beneath by rising nails.
 - i) Failure of Customer to maintain the roof system and/or damage caused by foot traffic.
 - j) Latent manufacturing defects of any roofing or flashing materials that materially affect their performance.
- 2) Damage to the building or its contents, roof insulation, roof deck or other base over which roofing felt is applied.
- 3) Damage to person or property caused by mold, mildew, fungi, spores, algae, microscopic organisms, hazardous chemicals, biological agents or allergens.
- 4) If, at any time during the term of this warranty, the subject property is exposed to windstorms or hurricanes in excess of the designed wind speed, all warranties provided by Contractor, if any, shall be deemed null and void. In addition, if Customer fails to strictly adhere to the payment terms contained in the contract, the warranty shall also be deemed null and void.

ACTION

It is the Customer's responsibility to notify Contractor in writing **within three (3) days** of the occurrence of any claim, defect, or deficiency arising out of work performed, services supplied, or materials provided by Contractor under the contract ("Occurrence"). **Failure of the Customer to provide written notice of the Occurrence will result in the Customer waiving all claims that may be brought against Contractor because of or relating to the Occurrence, including claims arising in law, equity, contract, warranty, tort, or federal or state statutory claims.** Upon receiving notice, Contractor will inspect the roof, and if the cause of the leak is within the coverage as stated above, the Contractor will arrange for repairs to be made at no cost to the Customer. If the cause of the leak is not covered by the warranty, Contractor will notify Customer that the leak is not covered and Contractor shall not be liable to Customer for the cost of repairs or damage arising from the leak. In the event leaks are not covered under the terms of this warranty, a service charge will be invoiced to the Customer. This warranty will become null and void if Customer fails to pay this service charge within 20 days of the billing date. Other than this express workmanship warranty: **THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE PROVIDED BY CONTRACTOR.**

CONTRACTOR:

CUSTOMER:

SIGNED: _____

SIGNED: _____

DATED: _____

DATED: _____