



CROW ROOFING & SHEET METAL

has completed application of the following roof:

Owner: _____

Type and Name of Building: _____

Location: _____

Area of Roof: Approximately _____ Square Feet

Guarantee Period: Two Years

Date of Completion: _____ Date Guarantee Expires: _____

Whereas, at the inception of such work Crow Roofing & Sheet Metal, Inc., agreed to guarantee the aforesaid roof against faulty workmanship for a limited period and subject to the condition herein set forth.

Now therefore, Crow Roofing Guarantees that during the period of two years from the date of completion of aforesaid roof, they will, at their own cost and expense, make or cause to be made such repairs to said roof resulting solely from faults or defects in workmanship applied by them, as the contractor, as may be necessary to maintain the said roof in watertight condition.

This guarantee is made subject the following conditions:

- a. This guarantee does not cover damages caused by lightning, winds torn, hailstorm, or other unusual phenomena of the elements; foundation settlement; failure or cracking of roof deck; faulty building design or construction, inferior ventilation, defects or failure of material used as a roof deck; defects or failure of material as a roof base over which the roof, chimneys, skylights, vents or other parts of the building are supported; or fire. If the roof is damaged by any of the foregoing, this guarantee shall thereupon become null and void for the balance of the guarantee period unless such damage be repaired by the contractor at the expense of the party requesting such repairs.
- b. No work shall be done on said roof, including but without limitation to, openings made for flues, vents, drains, sign braces or other equipment fastened to or set on said roof, unless the contractor shall be first notified and be given the opportunity to make necessary roofing application recommendations with respect thereto, and such recommendations are complied with. Failure to observe this condition shall render this guarantee null and void. The contractor shall be paid for time and material expended in making recommendations or repairs occasioned by the work of others on said roof.
- c. This guarantee shall not become effective unless and until the Contractor has been paid in full for said roof in accordance with the agreement pursuant to which said roof was applied.
- d. Notice of Claim: Any claim hereunder shall be deemed waived unless the Owner shall have given the contractor written notice thereof within thirty days following the discovery thereof.
- e. Limitation of Liability: The guarantee is issued in lieu of all other statements or warranties, expressed or implied, including the warranty of Merchantability and all other obligations and liabilities on the part of Crow Roofing. In no event shall Crow Roofing be liable for any consequential damages to the building or its contents.

Signed, Sealed and Dated as of this _____ day of _____, 2003

CROW ROOFING & SHEET METAL, INC.

BY: _____
Carolyn L. Vares, President