



The Garland Company, Inc.

Order Number 0200351

Effective Date 06/05/2002

Partnership PledgeSM Thirty (30) Years High Performance Built-Up Roofing System Warranty No Dollar Limit

Owner's Name & Address

City of Rochester

30 Church Street

Rochester, NY

14611

Contractor's Name & Address

SSM&RC, Inc. DBA Spring Sheet Metal

6788 Clinton Avenue

Rochester, NY

14620

Building Name

Rundell Memorial Library

Roof Identification

Pitched roof, Skylight well, Main area & Penthouse

Roofing System

StressPly E

Flashing System

StressPly E

Completion Date

04/01/2001

Square Footage

27,000

MANUFACTURER RESPONSIBILITIES

The Garland Company, Inc. (hereinafter referred to as "Garland"), a Corporation of the State of Ohio, warrants to the above named owner that, when the above specified roofing system is installed in accordance with current Garland approved specifications, Garland will pay all authorized costs of repairs to the roofing system necessary to stop any leaks which occur during a period of thirty (30) years, from the completion date, subject to the terms of this warranty. Leaks which occur only as a result of any of the following will be repaired:

- A. Deterioration of the roofing system or flashing system resulting from ordinary wear and tear by the elements.
- B. Workmanship on the part of the approved roofing contractor in the application of the roofing system.
- C. Splits or breaks in the roofing system not caused by structural movement or failure or movement of any material underlying the roofing system or base flashing.
- D. Blisters, wrinkles, ridges, fishmouths or open laps in the roofing system.
- E. Slippage of the roofing system or flashing system.

The original cost does not include the cost of removing any preexisting roofing. The costs of removal or replacement of all roofing system components except the above mentioned roofing system shall be borne by owner.

APPLICABILITY OF WARRANTY

This warranty is valid only when applied by a Garland approved roofing contractor for approved roofing system specifications. All repairs, changes, alterations, modifications and additions to the roofing system must be authorized in advance in writing by Garland. This warranty is not assignable, directly or indirectly as a result of the sale of the premises or otherwise. This warranty shall not be applicable if, in the sole judgment of Garland, any of the following shall occur:

- A. The roofing system is damaged by natural disasters including, but not limited to, fire, floods, lightning, hail, earthquakes, wind damage, etc..
- B. The roofing system is damaged by structural movement or failure or movement of any material underlying the roofing system or base flashing.
- C. The roofing system is damaged by acts of negligence, misuse or accidents including, but not limited to, use of roof for other than waterproofing the building, vandalism, civil disobedience or acts of war.
- D. Discoloration, cosmetic deterioration or change in the visual appearance of the roofing system or Garland's top coating.
- E. Damage to the roofing system resulting from:
 - 1. Infiltration or condensation of moisture in, through, or around walls, copings, building structure or underlying or surrounding areas.
 - 2. Lack of positive drainage.
 - 3. Movement or deterioration of metal adjacent or built into the roofing system or base flashing.
 - 4. Chemical contaminate attacks on the roofing system which have not been approved or accepted by Garland.
 - 5. Building design or construction.
 - 6. Traffic or storage of materials on roof.
 - 7. Defects in, failure or improper application of the underlying material used as a base which the roof is applied.
 - 8. Acts of parties other than manufacturer or authorized roofing contractor.
- F. Failure of owner to properly notify Garland in writing and receive written approval of:
 - 1. Changes in the usage of the building.

(Untitled)





The Garland Company, Inc.



2. Modifications or additions to the roofing system.
- G. Failure of owner to properly maintain the roof.
- H. Failure of owner to comply with each and every term or condition stated herein.

Garland assumes no responsibility for damage that occurs to the structure or interior of the structure, including the contents therein, from any type of leaks or any other consequential damages. Garland's sole responsibility is the costs of repairs of the above mentioned roofing system.

OWNER RESPONSIBILITIES

In the event of a leak, owner will notify Garland immediately in writing after discovery of the leak. Garland will inspect the roofing system. If it is determined that the roof leaks were the direct result of warrantable items as delineated within the terms of this warranty, Garland will perform the repairs required to correct the roof leaks at no cost to owner.

Owner will notify Garland in writing within thirty (30) days of any proposed modification, repair or addition, on or through the roofing system or base flashing for each situation occurring after the completion date of this warranty prior to the commencement of same. Owner will also notify Garland in writing within thirty (30) days of changes in the original usage of the building. Drawings or plans showing the location of the proposed changes in the original usage of the building must be provided and approved by Garland.

ALL IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED FROM THE SALE OF PRODUCTS COVERED BY THIS WARRANTY.

Garland recommends owner participation in the Garland Roof Maintenance and Inspection Program.

This warranty becomes effective only upon full payment of all bills for supplies and installation of the Garland roofing system.

This warranty shall be construed under and in accordance with the laws of the State of Ohio. This warranty constitutes the sole and only warranty of the parties hereto and supersedes any prior understandings or written or oral warranties between the parties respecting the subject matter within.

In the event that any one or more of the provisions contained in this warranty shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this warranty shall be construed as if the invalid, illegal or unenforceable provision had never been contained therein.

INSPECTION REQUIREMENTS

Owner must request in writing an inspection of the roof at any time between the sixth and tenth months of each fifth-year (5, 10, 15, 20, 25) of this warranty's duration. Upon receipt of such request, Garland will provide an inspection of the roofing system by a Garland representative to determine whether any repairs are required to make the system eligible for the continuation of this warranty, submitting a detailed inspection report to owner outlining the nature and extent of such required repairs such as repairs to physical damage, debris removal, drainage clearance, pitch box, coping metal edge and reglet seals and flashing reflectivity.

After owner has caused any required repairs to be made (at its sole expense and by a contractor approved by Garland) and notifies Garland in writing of its desire for warranty renewal no later than sixty (60) days prior to the present warranty's expiration, Garland will then provide a reinspection of the roofing system. When Garland has determined the roofing system's acceptability for a five-year warranty renewal, it will notify owner of whatever standard warranty fee is then in effect. The cost of inspection will be paid by the owner at the rate of \$200.00 per day plus travel expenses. Upon payment by owner of the warranty fee, this warranty will be extended for an additional five-year period from its expiration date.

The Garland Company, Inc.
3800 East 91st Street, Cleveland, Ohio 44105

By G. R. Olivier
Title Secretary
Date 06/05/2002

Warranty Acceptance:

Owner hereby accepts and agrees to the terms and conditions set forth in this warranty.

Owner _____

Signed By _____

Date _____

