

Apple Roofing LLC 7-Year Workmanship Warranty

Whereas: Apple Roofing

Address: 4833 N 32nd St, Lincoln, NE 68504

Project Name(s): [Project Details]

Area of Work: [Specific Work Area]

Warranty Period: 7 Years

Date of Expiration: [Expiration Date]

Warranty Terms and Conditions:

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AND WHEREAS Roofing contractor has contracted (either directly with Owner or indirectly as a subcontractor) to warrant said work against leaks and workmanship of designated Warranty Period.

NOW THEREFORE Roofing Contractor hereby warrants, subject to terms and conditions herein set forth, that during the Warranty Period, he will, at his own cost and expense, make or cause to be made such repairs to or replacements of said work as necessary to maintain the work in watertight condition.

This Warranty is made subject to the following terms and conditions:

1. **Exclusions:** Excluded from this warranty are damages to the Work and/or other parts of the building, or to building contents, specifically caused by:
 - (a) lightning;
 - (b) hail;
 - (c) windstorm;
 - (d) fire;
 - (e) failure of the roofing system substrate, including cracking, settlement, excessive deflection, deterioration, and decomposition;
 - (f) faulty construction of parapet walls, copings, chimneys, skylights, vents, and equipment supports not part of the contractor's work; and
 - (g) activity on the roofing by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by the Owner.

Phone: 402-475-0098

2. **Void Conditions:** When work has been damaged by any of the foregoing causes, the warranty shall be null and void until such damage has been repaired by Roofing Contractor and the cost and expense thereof has been paid by the owner or by another responsible party as designated.
3. **Limitation of Liability:** Roofing Contractor is responsible for damages to the work covered by this Warranty but is not liable for consequential damages to the building or building contents, resulting from leaks, faults, or defects in the work.

4. **Alterations:** During the Warranty Period, if the Owner allows alteration of work by anyone other than Roofing Contractor, including cutting, patching, and maintenance in connection with penetrations, attachment of other work, and positioning of anything on the roof, this warranty shall become null and void as of the date of said alterations, but only to the extent said alterations affect the work covered by this warranty.
 - If the owner engages the Roofing Contractor to perform said alterations, the warranty shall not become null and void unless Roofing Contractor, prior to proceeding with said work, claims that said alterations would damage or deteriorate the work, thereby reasonably justifying a limitation or termination of the warranty.
5. **Change of Use:** During the warranty period, if the original use of the roof changes and it becomes used for, but was not originally specified for, promenade, work deck, spray-cooled surface, flooded basin, or other use or service more severe than originally specified, this warranty shall become null and void as of the date of said change, but only to the extent that the change affects the work covered by this warranty.
6. **Notification of Issues:** The owner shall promptly notify Roofing Contractor of observed, known, or suspected leaks, defects, or deterioration, and shall afford reasonable opportunity for Roofing Contractor to inspect the work and examine evidence of such leaks, defects, or deterioration.
7. **Sole Warranty:** This warranty is recognized as the only warranty of Roofing Contractor on said work and is in addition to the Roofing Warranty furnished by the Roofing Manufacturer. It shall not operate to restrict or cut off the owner from other remedies and resources lawfully available in cases of roofing failure.
 - Specifically, this warranty shall not relieve Roofing Contractor of responsibilities for the performance of original work in accordance with the requirements of the Contract Documents, regardless of whether the contract was directly with the owner or as a sub-contractor.
8. **Transferability:** This Warranty is not transferable except as follows:
 - You may only transfer this warranty one time, within the first 90 days of the roof completion date, to the purchaser of the structure on which the work was completed.
 - For this warranty to transfer and for the second owner to obtain the benefits of this warranty, the second owner must, within 60 days after the date of the real estate transfer, contact 402-475-0098 and submit:
 - (1) proof of purchase of the real estate, and
 - (2) the installation date and ownership history.

Warranty is valid upon receipt of final payment.