



# EverGuard® DIAMOND PLEDGE™ NDL ROOF GUARANTEE

No. **G2016-00000447**



OWNER: **RICHARD ARCHER, AMARILLO, TX 79109** PERIOD OF COVERAGE: **15** YEARS

NAME AND TYPE OF BUILDING: **ARCHER BUILDING**

ADDRESS OF BUILDING: **6010 SW 34 AVENUE, AMARILLO, TX 79109**

ROOF SPECIFICATION: **TMAT145** AREA OF ROOF: **65.00** SQUARES

APPLIED BY: **TOTAL RESIDENTIAL ROOFING INC / FARMERS BRANCH, TX**

DATE OF COMPLETION: **03/25/2016** GUARANTEE EXPIRATION DATE: **03/25/2031**

## THE GUARANTEE/SOLE AND EXCLUSIVE REMEDY

GAF guarantees to you, the owner of the building described above, that GAF will provide "Edge To Edge" protection by repairing leaks through the GAF roofing membrane, liquid-applied membrane or coating, base flashing, high wall waterproofing flashing, insulation, expansion joint covers, preflashed accessories, and metal flashings used by the contractor of record that meet SMACNA standards (the "GAF Roofing Materials") resulting from a manufacturing defect, ordinary wear and tear, or workmanship in applying the GAF Roofing Materials. There is no dollar limit on covered repairs. Leaks caused by any non-GAF materials, such as the roof deck or non-GAF insulation, are not covered.

## GUARANTEE PERIOD

This guarantee ends on the expiration date listed above. **NOTE:** Lexsuco® flashings are covered by this guarantee **ONLY** for the first ten years.

## OWNER RESPONSIBILITIES

### Notification of Leaks

In the event of a leak through the GAF Roofing Materials, you **MUST** make sure that GAF is notified directly about the leak, in writing, within **30 days** by email (preferred) at [guaranteeleak@gaf.com](mailto:guaranteeleak@gaf.com) or by postal mail to GAF Guarantee Services, 1 Campus Drive, Parsippany, NJ 07054, or GAF will have no responsibility for making repairs. **NOTE:** The roofing contractor is **NOT** an agent of GAF; notice to the roofing contractor is **NOT** notice to GAF.

By notifying GAF, you authorize GAF to investigate the cause of the leak. If the investigation reveals that the leak is not covered by this guarantee, you agree to pay an investigation cost of \$500. This guarantee will be cancelled if you fail to pay this cost within 30 days of receipt of an invoice for it.

### Preventative Maintenance and Repairs

- You must perform regular inspections and maintenance and keep records of this work.
- To keep this guarantee in effect, you must repair any conditions in the building structure or roofing system that are not covered by this guarantee but that GAF concludes may be threatening the integrity of the GAF Roofing Materials. Any such repairs must be performed by a GAF-certified roofing contractor. Failure to make timely repairs may jeopardize guarantee coverage.
- You may make temporary repairs to minimize damage to the building or its contents in an emergency, at your sole expense. These repairs will not result in cancellation of the guarantee as long as they are reasonable and customary and do not result in permanent damage to the GAF Roofing Materials.
- Any equipment or material that impedes any inspection or repair must be removed at your expense so that GAF can perform inspections or repairs.

## EXCLUSIONS FROM COVERAGE

(e.g., items that are not "ordinary wear and tear" or are beyond GAF's control)

This guarantee does **NOT** cover conditions other than leaks. This guarantee also does **NOT** cover leaks caused by any of the following:

- Inadequate roof maintenance, that is, the failure to follow the Scheduled Maintenance Checklists provided with this guarantee (extra copies available by calling Guarantee Services at 1-800-ROOF-411) or the failure to repair owner responsibility items.
- Unusual weather conditions or natural disasters including, but not limited to, winds in excess of 55 miles per hour, hail, floods, hurricanes, lightning, tornadoes, and earthquakes, unless specifically covered by an addendum to this guarantee.
- Impact of foreign objects or physical damage caused by any intentional or negligent acts, accidents, misuse, abuse or the like.
- Damage to the roof constructed of the GAF Roofing Materials due to:
  - (a) movement, cracking, or other failure of the roof deck or building;
  - (b) improper installation or failure of any non-GAF insulation or materials;
  - (c) condensation or infiltration of moisture through or around the walls, copings, building structure, or surrounding materials except where high wall GAF waterproofing flashings are installed;
  - (d) chemical attack on the membrane, including, but not limited to, exposure to grease or oil;
  - (e) the failure of wood nailers to remain attached to the structure;
  - (f) use of materials that are incompatible with the GAF Roofing Materials; or
  - (g) architectural, engineering, or design defects or flaws.
- Traffic of any nature on the roof unless using GAF walkways applied in accordance with GAF's published application instructions.
- Blisters in the GAF Roofing Materials that have not resulted in leaks.
- Changes in the use of the building or any repairs, modifications, or additions to the GAF Roofing Materials after the roof is completed, unless approved in writing by GAF.
- Exposure to sustained high-temperature conditions; however, for systems utilizing EverGuard Extreme® TPO membrane, exposure in excess of 195°F.

No representative, employee, or agent of GAF, or any other person, has the authority to assume any additional or other liability or responsibility for GAF, unless it is in writing and signed by an authorized GAF Field Services Manager or Director. GAF does not practice engineering or architecture. Neither the issuance of this guarantee, nor any review of the roof constructed of the GAF Roofing Materials



compliance of the GAF Roofing Materials for any particular structure. **NOTE:** Any inspections made by GAF are limited to a surface inspection only, are for GAF's sole benefit, and do not constitute a waiver or extension of any of the terms and conditions of this guarantee.

This guarantee **MAY BE SUSPENDED OR CANCELLED IF THE ROOF IS DAMAGED BY** any cause listed above as **AN EXCLUSION FROM COVERAGE** that may affect the integrity or watertightness of the roof.

#### **TRANSFERABILITY**

You may transfer or assign this guarantee to a subsequent owner of this building for the remaining term only if: 1) the request is in writing to GAF at the address listed below within 60 days after ownership transfer; 2) you make any repairs to the GAF Roofing Materials or other roofing or building components that are identified by GAF after an inspection as necessary to preserve the integrity of the GAF Roofing Materials; and 3) you pay an assignment fee of \$500. This guarantee is **NOT** otherwise transferable or assignable by contract or operation of law, either directly or indirectly.

#### **LIMITATION OF DAMAGES; MEDIATION; JURISDICTION; CHOICE OF LAW**

THIS GUARANTEE IS EXPRESSLY IN LIEU OF ANY OTHER GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and of any other obligations or liability of GAF, whether any claim against it is based upon negligence, breach of warranty, or any other theory. In **NO** event shall GAF be liable for any **CONSEQUENTIAL OR INCIDENTAL DAMAGES** of any kind, including, but not limited to, interior or exterior damages and/or mold growth. The parties agree that, as a condition precedent to litigation, any controversy or claim relating to this guarantee shall be first submitted to mediation before a mutually acceptable mediator. In the event that mediation is unsuccessful, the parties agree that neither one will commence or prosecute any lawsuit or proceeding other than before the appropriate state or federal court in the State of New Jersey. This guarantee shall be governed by the laws of the State of New Jersey, without regard to principles of conflicts of laws. Each party irrevocably consents to the jurisdiction and venue of the above identified courts.

**NOTE:** GAF shall have no obligation under this guarantee unless and until all bills for installation and supplies have been paid in full to the roofing contractor and materials suppliers, and the guarantee charge has been paid to GAF.

This guarantee must have a raised seal to be valid.

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GAF  
1 Campus Drive  
Parsippany, NJ 07054

By: \_\_\_\_\_

Authorized Signature

07/26/2016

Date

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