

★FIVE★STAR★
COMMERCIAL ROOFING, INC.

FLEX-STAR

COMMERCIAL ROOFING SYSTEMS

Co Name: MARKLE TOWN HALL

Date Issued: 9-14-2023

Warranty issued Date: 6-29-2023

Address: 197 E MORSE ST MARKLE, IN 46770

AREA: 2,400 SQFT

Warranty period:

Labor: 3 YEARS

Material: 10 YEARS

Roofing System: 1 PLY BLK

Five Star Commercial Roofing Company Incorporated (hereafter called Five Star) hereby warrants to the building owner (hereafter called Owner) the integrity of the system installed and described above for a period 10 years for material and 3 years for labor. Five Star will, subject to the terms and limitations described herein, repair any leaks in the system free of charge for a period of 3 years and for the cost of the labor to perform the repair work for a period of 7 years thereafter, beginning on the effective date entered above.

TERMS AND CONDITIONS

- 1) The system must have been installed by Five Star or by an Authorized and Approved **FLEX-STAR** Roofing Applicator acting with the express written consent and knowledge of Five Star.
- 2) Flex Star's flexible system may be installed or serviced in any weather, temperature or climate.
- 3) Five Star must be allowed access to inspect the roof system periodically during the period of this warranty if it deems such inspections to be necessary.
- 4) Five Star must be notified of any warranty issues in a timely manner, but in no case later than 30 days after the leak has been discovered.
- 5) Five Star will inspect the work after the leak is reported to determine if it is the result of a defect in the materials or installation. In the event that it is so determined Five Star will repair or contract with an Authorized Approved **FLEX-STAR** Roofing Applicator to repair the leak. This is the strict extent of Five Star's obligation under this service warranty. If it is determined that the leaks are not the result of defects in Five Star's workmanship or material then Five Star will not be responsible for the cost of these repairs and the cost of the inspection shall be paid for by the owner.
- 6) Five Star may choose to waive any of these terms and conditions without prejudice and such waiver will not mean that any or all of these provisions have been waived permanently.
- 7) This warranty will not take effect and Five Star will have no obligations under its provisions until all bills for contract balances and Time & Material work have been paid in full.
- 8) This warranty will not take effect and Five Star will have no obligations under its provisions until it is signed by both parties to the contract in the space provided below.
- 9) Five Star undertakes no responsibility for the existing roof deck, building structure or existing roof system unless specifically agreed to in other specifications portion of the contract.

EXCLUSIONS

Five-Star will not be responsible for repairs to leaks or damage caused by any of the following:

- 1) Natural disasters, such as but not limited to floods, lightening, hail, gales, hurricanes, tornadoes, wild fire and earthquakes.
- 2) Acts of negligence or misuse by the owner or his agents and employees to include traffic on roof before cure time of 90 days has expired and inadequate or improper maintenance.
- 3) Acts of vandalism, civil disobedience, war and riots.
- 4) Failure of existing flashings, sheet metal, expansion joints, insulation, base sheet, roof decks, drains, drain lines, or drainage systems, reused in connection with the roof system installation. Or ponding water.
- 5) Installation of equipment and roof penetrations or alterations to the building that interfere with the roof system without the knowledge of Five Star and not flashed or repaired by Five Star or an Authorized Approved **FLEX-STAR** Roofing Applicator.
- 6) Discharge of incompatible animal, vegetable or mineral chemicals or solvents on to the roof surface.
- 7) Five Star is not responsible for collateral, incidental or consequential damage that may result from a leak or leaks that are not reported to Five Star in a timely manner. Service Request form must be signed and received by Five Star.

NO WARRANTIES EXPRESSED OR IMPLIED OF ANY KIND ARE MADE BY FIVE STAR ROOFING COMPANY, INC. EXCEPT AS STATED HEREIN.

FIVE STAR ROOFING COMPANY, INC.

OWNER

By: SAMANTHA WILSON

BY: _____

Title:

Title: _____ Date: _____