



# SYSTEM WORKMANSHIP WARRANTY MATCH

Whereas, DUBO Roofing Co., herein called "The Contractor," has completed application of the following roof:

Owner: *Palms Hotel of Jacksonville*

Address of owner: *129 North Market Street, Jacksonville, FL 32202*

Type and name of building: *Commercial/Hotel* Area of roof: *31 sqs.*

Date of completion: *February 23, 2018* Date warranty expires: *February 23, 2033*

Location: *Same as Above*

Whereas, at the inception of such work the Contractor agreed to guarantee the aforesaid roof against defective material and workmanship for a limited period subject to the condition herein set forth:

Now, Therefore, the Contractor Hereby Guarantees, subject to the conditions herein set forth, that during a 15 year period from the date of completion of said roof, it will at its own cost and expense, make or cause to be made such repairs to said roof and composition flashing resulting solely from faults or defects in material or workmanship, as determined solely by DUBO Roofing Co. or Duro-Last, applied by or through the Contractor as may be necessary to maintain said roof.

This guarantee is made subject to the following conditions:

Specifically excluded from this guarantee is any and all damage to said roof, the building or contents caused by lightning, windstorm, hailstorm, or other unusual phenomena of the elements; foundation settlement; failure or cracking of the roof deck; defects or failure of material used as a roof base over which the roof is applied; faulty construction of parapet walls, copings, chimneys, skylights, vents, supports, or other parts of the building; vapor condensation beneath the roof; or fire. If the roof is damaged by reason of any of the foregoing this guarantee shall thereupon become null and void for the balance of the guarantee period unless such damage is repaired by the Contractor at the expense of the party requesting such repairs.

No work shall be done on said roof, including, but without limitation, to work in connection with flutes, vents, drains, sign braces, railings, platforms or other equipment fastened to or set on the roof, and no repairs or alterations shall be made to said roof, unless the Contractor shall be first notified, shall be given the opportunity to make the 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.

This guarantee shall become null and void if the roof is used as a promenade, or work deck, or is sprayed, or flooded, unless such was originally specified and the specification is noted below. This guarantee shall not be or become effective unless and until the Contractor has been paid in full for said roof in accordance with the agreement pursuant to which such roof was applied. This guarantee shall become null and void unless the Contractor is promptly notified of any alleged defect in materials or workmanship and provided and opportunity to inspect roof.

Additional conditions or exclusions: *None.*

This instrument has been duly executed on this 26<sup>th</sup> day of March, 2018

By: *Otis A. Duncan, Jr.*

Title: *President*













