

Technical Services Dept. • P.O. Box 17217 • Portland, OR 97217 • Phone: (503) 283-1191 • [www.malarkeyroofing.com](http://www.malarkeyroofing.com)

Warranty No.:

Contractor:

Project Name:

Address:

Building:

City, State, Zip:

Address:

Roof System-Spec (A):

City, State, Zip:

Roof System-Spec (B):

Owner:

Roof System-Spec (C):

Address:

Roof Area:

City, State, Zip:

Length of Warranty:

Completion Date:

Maximum Liability:

Issue Date:

**SEE ATTACHMENT "A" with Maintenance & Repair Guidelines**

#### A. COVERED REPAIRS

Malarkey Roofing Products® (Malarkey) warrants to the above-named owner that subject to the conditions and limitations contained in this agreement, the roofing system specified above will remain in a watertight condition for the above-listed period of years from the COMPLETION DATE. If leaks occur, Malarkey will initiate repairs at its own expense if required as a result of the following causes ("Covered Repairs"):

1. Deterioration of the Malarkey roofing membrane or base flashing system resulting from ordinary wear and tear by the elements;
2. Deficit workmanship on the part of the Malarkey *Commercial Approved Applicator* in the application of the Malarkey roofing membrane or base flashing system;
3. Blisters, bare spots, fishmouths, wrinkles or ridges in the roofing system;
4. Splits in the Malarkey roofing membrane unless caused by structural movement or failure, or by movement of any material underlying the roofing membrane or base flashing; or
5. Slippage of the roofing membrane or base flashing.

This warranty is subject to the following additional terms and conditions:

1. This warranty applies only for pre-approved Malarkey roofing membranes and Malarkey flashing products which are applied by a Malarkey Commercial Approved Applicator in accordance with then-current Malarkey specifications. Such specifications include, without limitation, use of pre-approved asphalt, base flashing systems, and roof insulation (where the roof is insulated).
2. All repairs must be authorized in advance by Malarkey.
3. This warranty will not be in effect unless all premium charges relative to this warranty have been paid to Malarkey in full and all costs for installation and supplies have been paid in full to the contractor and material supplier.

#### B. NOTICE OF CLAIM

Any claim under this warranty will be waived unless the owner has given Malarkey written notice within thirty (30) days after the leak is discovered or should, by reasonable diligence, have been discovered. The notice must be given in writing to Malarkey at the above address by registered or certified mail.

#### C. WARRANTY EXCLUSIONS

This warranty does not cover leaks resulting from events beyond the reasonable control of Malarkey or from abuse or mistreatment; these exclusions include but are not limited to the following:

1. Natural disasters including, but not limited to: floods, lightning, hail, earthquakes, wind storms, tornadoes, and hurricanes;
2. Structural movement, or failure or movement of any substrate material underlying the roofing membrane or base flashing, including defects in application of such substrate materials; such substrate would include but would not be limited to insulation and vapor retarders;
3. Changes in building usage, without prior written approval by Malarkey;
4. Repairs or alterations to the roofing system after completion unless done in a manner prescribed by Malarkey and approved in writing;
5. Damage resulting from installation, alterations or repairs on or through the roof after the completion date without prior written approval by Malarkey of the methods and materials to be used and unless performed by a Malarkey Commercial Approved Applicator. Such installations, alterations and repairs will include, but are not be limited to: solar/PV equipment, signs, water or cell phone towers, sprinkler systems, HVAC equipment, and radio and television antennae;
6. Lack of positive drainage (resulting in standing water that will not evaporate in 48 hours);
7. Movement or deterioration of accessories adjacent to, built into, or used in conjunction with the roofing membrane or base flashing;
8. Damage to the bituminous membrane from chemicals;
9. Building design or construction;
10. Failure of materials supplied by others;
11. Damage caused by impact of foreign objects;
12. Damage resulting from inordinate traffic on the roof for any reason (equipment installation, use as a storage area, recreational surface, or other similar purpose); or
13. Damage caused by any deliberate or negligent act in maintaining the roof.

#### D. LIABILITY LIMITATION

Where there is a failure of the roofing system resulting in a "Covered Repair," Malarkey will be liable only for the cost of repair of the existing roof membrane or installation of a replacement roof membrane. Such repairs or replacement must be undertaken by a Malarkey Commercial Approved Applicator, and all repair costs approved by Malarkey in advance. Malarkey will not be liable for damages to other components of the roof or to the building or contents; or for incidental or consequential damages; or for special, direct or punitive damages resulting from failure of the roofing system.

#### E. DISCLAIMER OF IMPLIED WARRANTIES

Malarkey is not liable for any warranty of merchantability or fitness for a particular use or purpose, and this warranty is in lieu of and excludes all other warranties, guarantees, or obligations. Malarkey's sole liability resulting from any failure of the roofing system will be the cost of repairs or replacement as specified herein.

#### F. TRANSFER OF WARRANTY

This warranty is transferable provided Malarkey is notified by the original owner at least seven (7) days prior to transfer. A roof inspection will be scheduled by Malarkey at that time. Any repairs found to be required as a result of this inspection will be paid for by the owner. Once such repairs have been completed by a Malarkey Commercial Approved Applicator, warranty transfer will be completed after payment of a transfer fee.

#### G. RENEWAL OPTION

At the end of the initial «Year» year period, the owner shall have the option to renew this warranty for an additional «ExTenWarr» years under the following conditions:

1. During the «Year» year of this warranty, if the owner of the building so requests, Malarkey will inspect the roof and issue to the owner a report on the condition of the roof, outlining repair work that should be done.
2. If the owner elects to exercise their option to renew this contract, they shall perform or arrange to have performed by a Malarkey Commercial Approved Applicator at owner's sole expense, the repair work described in the report, shall pay for repairs, and will notify Malarkey upon completion of this work. Such work must be completed, renewal payment made, and notification given to Malarkey no later than ninety (90) days after the expiration of the initial warranty.
3. Upon payment of a charge which shall not exceed Malarkey's then-current initial warranty charge, the roof will be re-inspected by Malarkey and, if found to be acceptable, this warranty will be extended for an additional «ExTenWarr» years.
4. All conditions of this warranty, except this section G, shall apply for the renewal period.

In Witness Whereof: Malarkey Roofing Products® has caused this warranty to be duly executed on the date set forth above.

Attest:

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Technical Services Manager

Matthew Felt

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Senior Vice President

Gregory B. Malarkey