

# Fontaine Weatherproofing

Roofing  
Decking  
Gutters

License #875099

23482 Peralta Dr, Suite F  
Laguna Hills, CA 92653

Warranty #FWI-10338



<b>ABC Investments, Inc.</b> Owner			<b>ABC Apartments, Inc.</b> Management		
<b>123 ABC St, Ste A</b> Owner's Address <b>Anytown</b> City			<b>123 ABC St, Ste B</b> Address <b>Anytown</b> City		
	<b>CA</b> State	<b>92000</b> Zip		<b>CA</b> State	<b>92000</b> Zip
<b>Slope</b> Area of Roof	<b>10</b> Squares	<b>12-TX</b> Specification	<b>Sample Apartment Homes</b> Name of Building		
<b>Wood</b> Deck	<b>100'</b> Flashing	<b>4"/12"</b> Slope	<b>Apartment</b> Type of Building		
<b>SA-RBTile</b> Product	<b>Concrete S Tile</b> Style	<b>Red Blend</b> Color	Building Address		
<b>Materials Vendor, Inc.</b> Manufacturer	<b>SAMPLE-MAN-WAR-1</b> Manufacturer's Number		<b>555 ABC St</b> Street		
<b>Materials, ND, 1/1/2050</b> Manufacturer's Coverage, Limit, Expiration			<b>Anytown</b> City		
				<b>CA</b> State	<b>92000</b> Zip

**Date of Completion: Saturday, January 1, 2000**

**Cost: \$10,000.00**

Limited Warranty on Labor and Materials

Fontaine Weatherproofing, Inc. agrees to repair roof leaks at the above referenced property for a period of:  
**(10) Years**

- This warranty excludes leaks caused by any of the following:
  - Natural disasters including, without limitation, fires, floods, lightning, hail, ice, earthquakes, wind damage from hurricanes, tornadoes or wind-driven rain exceeding 30 mph.
  - Structural movement, or failure or movement of any material underlying the roofing membrane or base flashing.
  - Failure to notify FWI in writing of:
    - Change in the original usage of the building that adversely affected the performance of the roofing membrane.
    - Modifications or additions to the roofing system.
  - Damage to the roofing membrane or base flashing system resulting from: traffic, storage or movement of materials, abuse, misuse, fire, vandalism, or other causes beyond the reasonable control of FWI.
  - Infiltration or condensation of moisture in, through, or around walls, copings, panel joints, HVAC units or ductwork, building structure or underlying or surrounding areas.
  - Lack of positive drainage or blockage of drains by leaves, debris, or other causes.
  - Movement or deterioration of flashing, coping metal, stucco, or masonry walls, siding, or other building components, adjacent to or built into, the roofing membrane or base flashing.
  - Chemical attack to the membrane.
  - Negligence or failure of Owner to use reasonable care in maintenance of roof or failure to follow FWI and manufacturer's maintenance guidelines.
  - Faulty construction or design of building, including parapet walls, roof deck, copings, chimneys, skylights, vents, pipe jacks, antennas, or other building components.
- This warranty is in lieu of any other warranty, expressed or implied, including any implied warranty of merchantability or fitness for any particular purpose. The sole and exclusive remedy of the Owner for warranty matters is the repair of the roofing membrane. FWI is not liable for special, consequential, or incidental damages, including, without limitation, damage to the building, its components, or contents. If Owner fails to pay FWI all amounts when due, then FWI warranties are void. Payment in full is a condition precedent to the effectiveness of the warranties.

Company Representative: \_\_\_\_\_

Date: Thursday, October 8, 2009

**Jim Fontaine - President**