

**Downtown Paducah Roof Stabilization Program
Contractor's
Ten (10) Year
Roofing Guarantee and Warranty for Repair**

Owners Name: _____
Owners Address: _____
Property Address: _____
Phone _____
Buildings (s) No (s). _____

DATE OF SUBSTANTIAL COMPLETION AS CERTIFIED BY CONTRACTOR: _____

FROM: _____ Phone for claim or response:

(Contractor's Name and Address) (____) _____
(____) _____

Manufacturer's Warranty/Guarantee/Project/Claim Number _____

TO: _____

(Building Owners Name and Address)

cc: City of Paducah
Planning Department
Post Office Box 2267
Paducah, KY 42002-2267

1. The above named Contractor hereby Guarantees to Owner, subject to the limits stated herein, that the labor, materials and workmanship are in accordance with the Contract Documents, best standards of the Industry, and the Manufacturer's requirements and such are free from defect in material and workmanship.
2. The above named Contractor Warrants the work to be and to remain watertight, free of evidence of major deterioration and failure (or pending failure). Normal aging of the roofing materials and normal wear and tear will not be considered major deterioration. Excessive failures or defects shall be evidence of major deterioration.
3. This warranty shall require the above named Contractor to pay for materials and labor required to repair the Roofing System to return in to a watertight condition if leaks occur due to: (1) ordinary wear and tear of any or all of the component materials of the Roofing System; or (2) workmanship deficiencies at the time of application of the Roofing System, all without additional cost to the property owner. Such replacement or repair work shall be equal to the existing system furnished under this contract, and shall conform with the recognized standards of the National Roofing Contractors' Association or as otherwise mutually agreed.
4. The Warranty does not obligate the Contractor to repair the Roofing System, or any part of the Roofing System, for leaks resulting from (a) natural disasters or acts of God; (b) misuse, abuse or negligence; (c) exposure of the Roofing System components to damaging substances such as oil or solvents or to damaging conditions such as vermin; (d) changes to the roofing system not pre-approved in writing by the manufacturer; (e) failure of the Building substrate (mechanical, structural or otherwise and whether resulting from Building movement, design, defects or other causes), or improper drainage (ponding water greater than 48 hours); or (f) damages caused by vandalism, act of the Owner or others.
5. The Contractor shall not be responsible for leaks and damage resulting from water entry from any portion of the building structure not a part of the Roofing System.
6. The above named Contractor Guarantees to fairly reimburse the Owner/City of Paducah the cost or value of the damages to the building(s) or contents caused by defects in materials or workmanship.
7. The time period covered by the requirement of the Guarantee paragraph number 1 through 6 above, shall be a follows:
 - a. During construction; and,
 - b. From time of the materials manufacturer extending for a period of ten (10) years after the Date of Substantial Completion of the roofing system set forth above.

The foregoing Warranty was acknowledged and sworn to before me by Name _____

Title _____ of _____ Department

City of Paducah, KY on this the _____ day of _____, _____.

My Commission Expires: _____

Notary Public ID # _____

State of Kentucky)

County of McCracken)

The foregoing Warranty was acknowledged and sworn to before me by Name _____

Owner of (Address) _____

on this the _____ day of _____, _____.

My Commission Expires: _____

Notary Public ID # _____