



### **1.5. Tax exempt status**

A taxable item sold, leased, or rented to, or stored, used, or consumed by, any of the following governmental entities is exempted from the taxes imposed by this chapter: (1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States; (4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

### **1.6. Assignments of contracts**

No assignment of contract may be made without the prior written approval of TIPS/TAPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

### **1.7. Disclosures**

- 1.7.1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
- 1.7.2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS/TAPS program.
- 1.7.3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

### **1.8. Renewal of Contracts**

All contracts are for a period of one (1) year with an option for renewal for 2 consecutive years before this category is subject to public bid. (Except the Commodity Category of Trades, Temporary Labor and Materials will be a 12 month contract with No Option for Renewal. Trades, Temporary Labor and Materials will go to public bid every 12 months.)

### **1.9. Shipments**

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS/TAPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS/TAPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

### **1.10. Invoices**

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS/TAPS participant. Each invoice shall include the TIPS/TAPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS/TAPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS/TAPS and the TIPS/TAPS participant.

### **1.11. Payments**

The TIPS/TAPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

### **1.12. Pricing**

The Vendor contracts to provide pricing to TIPS/TAPS and its participating governmental entities that are the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract. The Vendor agrees to not sell to TIPS/TAPS members at a price lower than can be obtained thru the TIPS/TAPS contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS/TAPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS/TAPS of an increase.

All pricing submitted to TIPS/TAPS shall include the Two Percent (2%) participation fee to be remitted to TIPS/TAPS by the Vendor. Vendor will not show adding the 2% to the invoice presented to customer.

#### **1.13. Participation Fees**

Vendor or vendor assigned dealer contracts to pay 2% of all sales to TIPS/TAPS on a bi-monthly scheduled report. (Vendor may submit sales monthly on their own. TIPS/TAPS will email a Bi-Monthly Submission Report to each vendor on November, January, March, May, July and September. The Vendor or vendor assigned dealer is responsible for keeping record of all sales that go through the TIPS/TAPS contract. Report may be sent to TIPS/TAPS electronically while check for 2% is mailed. Failure to pay 2% participation fee will result in termination of contract.

#### **1.14. Indemnity**

**Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS/TAPS, its member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS/TAPS, member(s), officers, employees, or agents.

**Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS/TAPS, its member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS/TAPS, its member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS/TAPS, its member(s), officers, employees, or agents.

#### **Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.**

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

#### **1.15. Multiple Vendor Awards**

TIPS/TAPS reserves the right to award multiple vendor contracts for commodity categories when deemed in the best interest of the membership. Bidders scoring 80 % or above will be considered for an award. Commodity categories are established at the discretion of TIPS/TAPS.

#### **1.16. State of Texas Franchise Tax**

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

#### **1.17. Miscellaneous**

The Vendor acknowledges and agrees that continued participation in TIPS/TAPS is subject to TIPS/TAPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the contract or in any other communication between TIPS/TAPS and the Vendor may be construed as a guarantee that TIPS/TAPS participants will submit any orders at any time. TIPS/TAPS reserves the right to request additional proposals for items already on contract at any time.

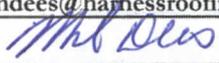
**1.18. Purchase Order Pricing/Product Deviation**

If a deviation of pricing/product on a purchase order occurs, TIPS/TAPS is to be notified within 24 hours of receipt of order.

## CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

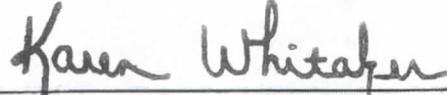
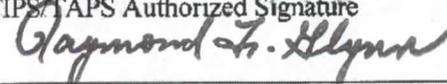
If addenda to this RFP are released, indicate the receipt of addenda by entering the number of addenda here: None

Company name	<u>Harness Roofing Inc.</u>
Mailing Address	<u>415 South Main</u>
City/State/Zip	<u>Harrison, AR 72601</u>
Telephone No.	<u>870-741-0245</u>
Fax No.	<u>870-741-8986</u>
E-mail address	<u>mdees@harnessroofing.com</u>
Authorized signature	<u></u>
Printed name	<u>Mike Dees</u>
Position with company	<u>Senior Design Estimator</u>
Web site URL	<u>www.harnessroofing.com</u>

Accepted by The Interlocal Purchasing System:

### Term of contract September 26, 2012 through September 25, 2013

Unless otherwise stated, all contracts are for a period of one year with an option to renew annually for an additional two years if agreed to by TIPS/TAPS and the awarded Vendor. Vendors shall honor the Two Percent (2%) participation fee for any sales made based on a TIPS/TAPS contract whether the Vendor is awarded a renewal or not.

  
TIPS/TAPS Authorized Signature  
  
Approved by Region VIII ESC

09/27/12  
Date  
09/27/12  
Date

# Vendor Profile

## 1.1. Minority/Women Business Enterprise (Required by some participating governmental entities)

Vendor certifies that his firm is a M/WBE

Yes  No

## 1.2. Certification of Residency (Required by the State of Texas)

Company submitting bid is a resident bidder.

Yes  No

Vendor's principal place of business is in the city of Harrison State of AR

## 1.3. Felony Conviction Notice (Required by the State of Texas)

My firm is, as outlined in the Instructions to Bidders:

A publicly held corporation; therefore, this reporting requirement is not applicable.

Is not owned or operated by anyone who has been convicted of a felony.

Is owned or operated by the following individual(s) who has/have been convicted of a felony:

If the 3<sup>rd</sup> box is checked, a detailed explanation of the names and convictions must be attached.

## 1.4. Pricing Information

1.4.1. In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing.  Yes  No

If answer is no, attach a statement detailing how pricing for TIPS/TAPS participants would be calculated.

1.4.2. Pricing submitted includes the 2% TIPS/TAPS participation fee.  Yes  No

1.4.3. Vendor agrees to remit to TIPS/TAPS the required 2% participation fee.  Yes  No

1.4.4. Additional discounts to TIPS/TAPS members for bulk quantities?  Yes  No

## 1.5. Company billing address where the invoice for the 2% participation fee will be sent by TIPS/TAPS:

Contact person: Gail Zerr  
Company: Harness Roofing Inc.  
Address: 415 South Main  
City, State, Zip: Harrison, AR 72601  
Phone: 870-740-0245  
Fax: 870-741-8986  
Email: gzerr@harnessroofing.com

## 1.6. Vendor Service

1.6.1. Average shipping time after receipt of customer order is 5 working days.

1.6.2. Vendor currently has a government-to-business e-commerce site  Yes  No

1.6.3. Which description best describes your company's position in the distribution channel?

1.6.4.

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Manufacturer direct    | <input type="checkbox"/> Certified education/government reseller    |
| <input checked="" type="checkbox"/> Authorized distributor | <input type="checkbox"/> Manufacturer marketing thru reseller       |
| <input type="checkbox"/> Value-added reseller              | <input type="checkbox"/> Other <u>Commerical Roofing Contractor</u> |

1.6.5. Company experience in this commodity/category. 35 Years

1.6.6. The Vendor can supply all areas of the following states currently served TIPS/TAPS:

AL AK AR AZ DE CA CO DC FL GA HI ID IL IN IO KS KY LA MA MD ME MO MI MS MT NC ND NE  
NJ NM NV OH OK OR PA RI SC SD TN TX UT VA VT WA WI WY

Yes  No

If answer is no, please list which states can be served TX, OK, AR, MO, TN, MS

\_\_\_\_\_

2.6.6 The Vendor can supply all areas of the following states that may become serviced states of

TIPS/TAPS:  Yes  No

CT MN NH NY WV

If answer is no, please list which states can be served None

\_\_\_\_\_

**\*\* Prices are guaranteed for:** (Standard Time is "Term of Contract") Term selected will affect scoring.

      Month(s); or   1    Year(s); or   x    Term of Contract

**Company and/or Product Description: (This information will appear on the TIPS/TAPS website for your company, if awarded a TIPS/TAPS contract.)**

Roofing, Sheet Metal, Elastomeric Coatings, Water Proofing, Snow Removal From Roof Tops,

24 Hour Emergency Services, Soffit Panels Harness Roofing is a leader in Commercial Roofing

Wall Panels and soffit installation

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If applicable, vendor should list Reseller/Dealers here or provide listing as attachment to proposal.

appropriate sales person. If vendor is awarded, these 2 contacts must be completely knowledgeable about the TIPS/TAPS contract. Online training by the TIPS/TAPS administration may be required of the 2 contacts listed below.

**Main Contact:**

**Alternate Contact:**

**Name:** Justin Harness

**Name:** Travis Penson

**Title:** Client Services Manager

**Title:** Client Services Manager

**Email:** jharness@harnessroofing.com

**Email:** tpenson@harnessroofing.com

**Phone:** 870-743-1890

**Phone:** 479-751-6649

**Fax:** 870-743-9081

**Fax:** 479-750-9081

**Mobile:** 870-715-7815

**Mobile:** 479-601-5537

**Mailing Address:** 901 Hwy 62-65 North

**Mailing Address:** 4185 Treadco Drive

**City:** Harrison

**City:** Springdale

**State/Zip:** AR, 72601

**State/Zip:** AR, 72762

**WORDS FOR "SEARCH ENGINE"** - Please list words to be posted on your company's page on the TIPS website (if you receive an award from this proposal). Words may be product names, manufacturers, or other words that are associated with the commodity award that you are submitting a proposal for. Words to be included in the Search Engine for my Company are: Roofing, Sheet Metal, Emergency Services, Johns Manville, GAF, Siplast, Soprema, Carlisle

Fibertite, Garland, Tremco, Peterson Aluminum, Sarnafil, Berridge, Metal Sales, MBCI  
\_\_\_\_\_  
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**2% Contact for TIPS/TAPS Contract**

Vendor must list the person who will be responsible for submitting the 2% payment and supportive documentation of sales to TIPS/TAPS on the bi-monthly reporting schedule.

**Name:** Gail Zerr

**Position:** Corporate Accounts Manager

**Email:** gzerr@harnessroofing.com

**Telephone:** 870-741-0245

## HARNES ROOFING, INC. EDUCATION PROJECT REFERENCES

- ***Fort Smith Public School System***  
3205 Jenny Lind Road  
Fort Smith, AR 72901  
Contact: Lynn Ellison  
Phone: 479-785-2501
- ***Mt. View Elementary School***  
201 Elementary School Drive  
Mt. View, AR 72560  
Contact: Rowdy Ross  
Phone: 870-269-3443
- ***Huntsville School***  
570 W. Main  
Huntsville, AR 72740  
Contact: Ken Harriman  
Phone: 479-738-2011
- ***Bergman Elementary School***  
P. O. Box 1  
Bergman, AR 72615  
Contact: Joe Couch  
Phone: 870-365-8025
- ***Hurley R-1 School***  
86 Holt Springs Rd.  
Hurley, MO 65675  
Contact: Doug Arnold  
Phone: 417-369-3271
- ***E-Stem Charter School***  
118 W. 3<sup>rd</sup> Street  
Little Rock, AR 72201  
Contact: Patrick Murray, Gen.  
Contractor  
Phone: 501.661.1646
- ***Westwood Elementary School***  
300 Westwood Drive  
Greenwood, AR 72936  
Contact: Travis Beshears, Gen.  
Contractor  
Phone: 479-646-0846
- ***Lavaca High School***  
310 South Division  
Lavaca, AR 72941  
Contact: Jeff Petree, General  
Contractor  
Phone: 479-452-2971
- ***Carl Albert State College***  
1507 S. McKenna  
Poteau, OK 74953  
Contact: Gary Ivey  
Phone: 918-647-1212
- ***Charleston Public Schools***  
Hwy. 22  
Charleston, AR 72933  
Contact: Jeff Petree, General  
Contractor  
Phone: 452-2971
- ***ASU - Beebe***  
1000 Iowa Street  
Beebe, AR 72012  
Contact: Jerry Thompson  
Phone: 501.882.3335
- ***Berryville Schools***  
215 Ferguson Street  
Berryville, AR 72616  
Contact: Doug Harris  
Phone: 870-480-4650



## HARNESS ROOFING, INC.

*Covering the Ozarks for over 25 years*

901 Hwy. 62-65 North ♦ Harrison, Arkansas 72601

Office 870.743.1890 ♦ Fax 870.743.9081

### Warranty Information

#### Manufactures

GAF

Johns Manville

Carlisle

Soprema

Berridge

Peterson Aluminum

Siplast

Garland

Tremco

Metal Sales

MBCI

Tamko

Warranties range from 10, 15, 20, 25 and 30 years



**HARNESS ROOFING, INC.**

*C<sup>2</sup> Customer Committed*

901 Hwy. 62-65 North \* Harrison, AR 72601 \* Ph. 870.743.1890 \* Fax 870.743.9081

**CERTIFICATE OF GUARANTEE FROM INSTALLER**

We, Harness Roofing, Inc., agree to maintain the roofing and flashing on the below mentioned building for the period indicated. This agreement is to render the roof and the flashing waterproof subject to the conditions outlined below.

Owner of Building:

Project:

Location of Building:

This Guarantee effective this \_\_\_\_\_ day of \_\_\_\_\_, 2011, for the term of two (2) years from this date, provided any defects result from defective material or workmanship and are not caused by other mechanics, fire, accidents, or by nature over which we have no control.

It is understood and agreed that we will not be responsible for leaks in the roofing or flashing due to excessive winds, distortion of the foundation on which the roofing rests, excessive hail storms, or any other conditions over which we have no control.

**HARNESS ROOFING, INC.**

Signed: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF ARKANSAS)  
COUNTY OF \_\_\_\_\_)

Subscribed and sworn before me a Notary Public this \_\_\_ day of \_\_\_\_\_, 2011.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

CARLISLE

# GOLDEN SEAL TOTAL ROOFING SYSTEM WARRANTY

SERIAL NO.

DATE OF ISSUE:

BUILDING OWNER:

NAME OF BUILDING:

BUILDING ADDRESS:

DATE OF COMPLETION OF THE CARLISLE TOTAL ROOFING SYSTEM:

DATE OF ACCEPTANCE BY CARLISLE:

# SAMPLE

Carlisle Roofing Systems, Inc., warrants to the Building Owner (Owner) of the above described building, that; subject to the terms, conditions, and limitations stated in this warranty, Carlisle will repair any leak in the Carlisle Golden Seal™ Total Roofing System (Carlisle Total Roofing System) installed by a Carlisle Authorized Roofing applicator for a period of ( ) years commencing with the date of Carlisle's acceptance of the Carlisle Total Roofing System installation. However, in no event shall Carlisle's obligations extend beyond ( ) years subsequent to the date of substantial completion of the Carlisle Total Roofing System. See below for exact date of warranty expiration.

The Carlisle Total Roofing System is defined as the following Carlisle brand materials: Membrane, Flashings, Counterflashings, Adhesives and Sealants, Insulation, Recovery Board, Fasteners, Fastener Plates, Fastening Bars, Metal Edging, Metal Termination Bars, and any other Carlisle brand products utilized in this installation.

## TERMS, CONDITIONS, LIMITATIONS

1. Owner shall provide Carlisle with written notice within thirty (30) days of the discovery of any leak in the Carlisle Total Roofing System. Owner should send written notice of a leak to Carlisle's Warranty Services Department at the address set forth at the bottom of this warranty. By so notifying Carlisle, the Owner authorizes Carlisle or its designee to investigate the cause of the leak. Should the investigation reveal the cause of the leak to be outside the scope of this Warranty, investigation and repair costs for this service shall be paid by the Owner.
2. If, upon inspection, Carlisle determines that the leak is caused by a defect in the Carlisle Total Roofing System's materials, or workmanship of the Carlisle Authorized Roofing Applicator in installing the same, Owner's remedies and Carlisle's liability shall be limited to Carlisle's repair of the leak.
3. This warranty shall not be applicable if, upon Carlisle's inspection, Carlisle determines that any of the following has occurred:
  - (a) The Carlisle Total Roofing System is damaged by natural disasters, including, but not limited to, lightning, fire, insect infestations, earthquake, tornado, hail, hurricanes, and winds of peak gust speeds of ( ) mph or higher measured at 10 meters above ground; or
  - (b) The Carlisle Total Roofing System is damaged by any intentional or negligent acts, accidents, misuse, abuse, vandalism, civil disobedience, or the like.
  - (c) Deterioration or failure of building components, including, but not limited to, the roof substrate, walls, mortar, HVAC units, non-Carlisle brand metal work, etc., occurs and causes a leak, or otherwise damages the Carlisle Total Roofing System; or
  - (d) Acids, oils, harmful chemicals and the like come in contact with the Carlisle Total Roofing System and cause a leak, or otherwise damage the Carlisle Total Roofing System.
4. This Warranty shall be null and void if any of the following shall occur:
  - (a) If, after installation of the Carlisle Total Roofing System by a Carlisle Authorized Roofing Applicator there are any alterations or repairs made on or through the roof or objects such as, but not limited to, structures, fixtures, or utilities are placed upon or attached to the roof without first obtaining written authorization from Carlisle; or
  - (b) Failure by the Owner to use reasonable care in maintaining the roof, said maintenance to include, but not be limited to, those items listed on Carlisle's Care & Maintenance Information sheet which accompanies this Warranty.
5. Only Carlisle brand insulation products are covered by this warranty. Carlisle specifically disclaims liability, under any theory of law, for damages sustained by or caused by non-Carlisle brand insulation products.
6. During the term of this Warranty, Carlisle shall have free access to the roof during regular business hours.
7. Carlisle shall have no obligation under this Warranty while any bills for installation, supplies, service, and warranty charges have not been paid in full to the Carlisle Authorized Roofing Applicator, Carlisle, or material suppliers.
8. Carlisle's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision.
9. Carlisle shall not be responsible for the cleanliness or discoloration of the Carlisle Total Roofing System caused by environmental conditions including, but not limited to, dirt, pollutants, or biological agents.
10. Carlisle shall have no liability under any theory of law for any claims, repairs, restoration, or other damages including, but not limited to, consequential or incidental damages relating, directly or indirectly, to the presence of any irritants, contaminants, vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like in the building or in the air, land, or water serving the building.
11. This warranty is not assignable by operation of law or otherwise. Application may be made by a new building owner for reissuance of the warranty during the original warranty period. Certain procedures including, but not limited to, an inspection of the Roofing System by a Carlisle representative and fees will apply to any reissuance. Carlisle reserves the right, in its sole discretion, to refuse to reissue this warranty.

CARLISLE DOES NOT WARRANT PRODUCTS UTILIZED IN THIS INSTALLATION WHICH IT HAS NOT FURNISHED; AND SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION AND PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY CARLISLE.

THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF THE CARLISLE TOTAL ROOFING SYSTEM OR ITS COMPONENTS. THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHICH EXTEND BEYOND THE FACE HEREOF. CARLISLE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS UNDER ANY THEORY OF LAW.

**Investing in Roofing Solutions for Over 45 Years**

800-4-SYNTec • P.O. Box 7000 • Carlisle, PA 17013 • Fax: 717-245-7053 • www.carlisle-syntec.com  
© 2007 Carlisle.

**CARLISLE**  
Carlisle SynTec



Warranty No.: 101-000000

**Premium NDL Roof Warranty**

Building Address:		
Owner :		
Area in Squares:	Membrane:	Membrane Flashing:
Substantial Completion Date:	Length of Warranty:	
Authorized Roofer:		

Soprema, Inc., an Ohio corporation, warrants to you that the membrane sold to you will not leak due to defects in factory workmanship or materials nor due to defective workmanship by the installing contractor. If Soprema determines that a valid warranty claim has been made, then Soprema will provide you, at Soprema's expense and as your sole and exclusive remedy, with the labor and material necessary to return the defective area to a watertight condition. This warranty is made subject to the terms, conditions and limitations set forth in this document.

**THE WARRANTY EXPRESSED IN THIS DOCUMENT SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

In addition to the above, this warranty document includes all of the terms, conditions and limitations contained on the reverse side of this page and in the following documents: (1) Form 900 – Warranty Claim Procedure, (2) Form 901 – Roof Care and Maintenance Guide, and (3) any rider now or subsequently issued by Soprema. The riders issued at the time of issuance of this warranty, if any, are listed below. This warranty is not effective or binding against either party unless, within six months after the substantial completion date, it is signed by both parties. The only agents of Soprema authorized to sign this warranty, or any riders hereto, are its President, Vice President, General Manager, Secretary, and Treasurer.

**Soprema, Inc.**

By: \_\_\_\_\_  
Name: Richard Voyer  
Title: Vice President/General Manager  
Date:

AGREED TO BY:

Owner's Name: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

Date:

Riders issued at time of this warranty:

\_\_\_\_\_

### Terms, Conditions and Limitations

1. The only components of your roof that are covered by this warranty are the membrane and membrane flashing products specifically identified on the face of this warranty. Accordingly, any reference in this warranty to the "roof" means only these components.
2. All roof work must be performed by a roofing contractor who is authorized to offer a Soprema warranty (sometimes referred to in this warranty as an "authorized roofer" or some similar term). The authorized roofer who originally installed your roof is sometimes referred to in this warranty as the "installing contractor."
3. Warranty coverage starts on the substantial completion date set out on the face of this warranty and, subject to earlier termination, will continue for the specified length of time.
4. For purposes of this warranty, a "leak" means the admission of water into your building through an opening, separation or other similar defect in the roof and the term "warranted leak" means a leak through the roof caused by defects in factory workmanship or materials or defective workmanship by the installing contractor. A warranted leak is not, for example, a leak caused by or resulting from: (a) the direct or indirect effect of lightning, explosion, flood, hail, windstorm having a 3-second gust speed greater than 73 m.p.h. (as recorded by the data collection point that reports to the National Weather Service (whether official or unofficial) located nearest to your building), earthquake, hurricane, tornado, microburst, or other similar event; (b) a defect, settlement, movement, displacement, or structural failure in or of the surface over which the roof is applied or in or of the structure of your building; (c) moisture entering the roof through or around walls, copings, pipelines or conduit, skylights, vents, or other structures or fixtures; (d) defects in or faulty or improper design, specification, construction or engineering of your building or the surface or material over which the roof is applied; (e) faulty or improper design, specification or engineering of the roof assembly in relation to the physical characteristics of your building or the climate where your building is located; (f) damage from lack of positive drainage; (g) damage from exposure to corrosive substances, for example, animal guano, chlorofluorocarbons, solvents, gasoline, kerosene, turpentine, or other hydrocarbons, acids, alkalis, salt, oil, fat, grease, damaging exhausts, or residue from any of the foregoing; (h) damage from internal pressure conditions or condensation beneath the roof; (i) damage from fire or other source of excessive heat; (j) damage from deliberate or negligent acts such as vandalism, terrorism, misuse, abuse, or acts of civil disobedience or war; (k) damage caused by birds, animals, insects or vegetation; (l) damage from falling, flying, dropped or blown objects; (m) damage from excessive traffic over or storage of materials on the roof; (n) damage attributable to a change or changes in the usage of your building; (o) damage caused by or during installation of equipment, fixtures, utilities, or structures on, through, or near the roof; (p) installations on or through the roof; (q) damage attributable to repairs or modifications performed or materials supplied by others; (r) failure of the installing contractor to install all of the components of the roof identified on the project registration form; (s) damage attributable to your negligence or your failure to properly clean, care for and maintain the roof, or (t) the existence of any as-built condition that is not equal to or better than the requirements of Soprema's published details and general requirements. Soprema does not warrant that the roof will remain free of ridges, cracks, blisters, wrinkles, fishmouths or other similar conditions. Soprema does not warrant that the color of the membrane will not fade nor that the color of any replacement membrane will match the color of the original membrane.
5. This warranty does not become effective unless and until: (a) Soprema and any distributor from whom the installing contractor purchased products have been paid in full for all labor, materials, and supplies provided for or in connection with your roof; (b) the installing contractor has been paid in full by you for the installation of the roof, and (c) Soprema has been paid the warranty charge relating to this warranty.
6. Soprema does not have any obligation to repair any leak unless and until: (a) all of the conditions to the warranty becoming effective have been satisfied, (b) Soprema determines that the leak is a warranted leak, (c) Soprema receives the written notice of claim referred to in the claim procedure (Form 901) in a timely fashion; and (d) you properly care for and maintain the roof.
7. This warranty shall become null and void in the event of any of the following: any as-built condition exists on the roof that is not in compliance with Soprema's standard details and installation instructions (or other details accepted in writing by Soprema's Technical Department); any material change in the use (as described in the project registration form) of your roof or building after the substantial completion date; any subsequent work on or through the roof without Soprema's written approval of the methods and materials to be used; repairs or modifications to the roof made by someone other than an authorized roofer; or as otherwise provided herein. Emergency repairs to stop a leak will not void the warranty as long as they are reported to Soprema in writing within ten days.
8. This warranty is transferable to any subsequent owner of your building once you satisfy all of the transfer requirements set out at [www.soprema.us](http://www.soprema.us).
9. Soprema's failure at any time or from time to time to enforce any of the terms, conditions, or limitations of this warranty shall not be construed to be a waiver of such provision(s) or any other term, condition or limitation hereof.
10. No suit or action whatsoever shall be brought against Soprema for the recovery of damages arising out of any claimed failure of the roof or for any breach of warranty unless, as a condition precedent thereto: (a) you have complied with all of the terms and conditions of this warranty applicable to you, and (b) the suit, action or proceeding is commenced within one (1) year after the cause of action accrues. The failure to satisfy either of these conditions precedent shall result in such claims being forever barred.
11. This warranty is governed by and shall be construed and enforced in accordance with the internal laws of Ohio, without giving effect to any choice of law rules that may require the application of the laws of another jurisdiction.
12. The terms of this warranty are severable so that any illegal, invalid or unenforceable provision, if feasible, shall be modified so that it becomes legal, valid and enforceable, or if not feasible, stricken, in either case without affecting the validity or enforceability of the remaining provisions.
13. The employees, agents, sales representatives, and distributors of Soprema are not authorized to make any modifications or additions to this warranty, except through a validly executed rider. Any proposed changes made by you or anyone else that is not documented in a validly issued rider is rejected by Soprema and is null and void. This warranty, together with any riders expressly made a part hereof, sets forth the entire agreement between the parties with respect to your roof assembly. Soprema disclaims, and you waive, any affirmation of fact or promise that may have been made by Soprema or any of its employees, agents, representatives, or distributors that is not expressly stated in this warranty.
14. The remedy set forth in this warranty is your **SOLE AND EXCLUSIVE REMEDY** against Soprema and Soprema's sole liability and obligation to you in the event the roof fails in whole or in part, regardless of whether you might otherwise be entitled to pursue a legal claim against Soprema, and regardless of the theory on which a claim might be based, including, without limitation, contract, tort, breach of warranty, strict and/or product liability, or misrepresentation.
15. **IN NO EVENT SHALL SOPREMA BE LIABLE TO YOU FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR OTHER SIMILAR DAMAGES**, including, but not limited to, loss or reduction of profits, interruption of business, injury to or illness or death of persons, damage or loss caused by or attributable to indoor air quality (including, but not limited to, the presence or growth of mold, mildew or other similar substance in, on or about the roof assembly, walls, ceilings or other surfaces in your building), or damage or destruction of property, including your building or any of its contents, even if Soprema has been advised of the possibility, or even the likelihood, of any of these types of damages.
16. Since Soprema does not practice the professions of architecture or engineering, you agree that the review, inspection or approval, express or implied, by Soprema or its agents or representatives of the construction or condition of your existing roof, roof deck or building, or the drawings, plans or specifications for your new or replacement roof, did not in any way create a warranty by Soprema of such items and was not a substitute for the professional judgment of an architect or engineer. Any such action or activity by Soprema was gratuitous, solely for the benefit of Soprema in determining whether or not to issue this warranty, and did not and does not subject Soprema or any of its agents or representatives to any responsibility or liability, whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.
17. Any involvement by Soprema with respect to your roof, including any visits to the roof, whether prior to, during or after installation of the roof assembly, and any interaction with personnel involved in the installation of your roof, was or will be gratuitous and was or will be undertaken solely for the benefit of Soprema in determining whether or not to issue this warranty, whether or not a leak is a warranted leak, or what actions are necessary to repair a warranted leak. Accordingly, no such involvement expands the terms of this warranty nor subjects Soprema or any of its agents or representatives to any liability, whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise. You are hereby advised that any roof inspections made prior to the date of this warranty were visual inspections only and that conditions might exist on the roof that are not in compliance with Soprema's standard details and installation instructions that were not noticed by the inspector, even if open and obvious. Noncompliant conditions, if they exist, have not been accepted by Soprema.
18. Any document on Soprema's website that is referred to in this warranty is incorporated herein by this reference, the same as if fully rewritten herein.



Peak Advantage Guarantee



**Building Owner:**

Name  
Address  
City, State Zip

**Building Name:**

Name  
Address  
City, State Zip

**Guarantee Number:** *Sample - not issued*  
**Expiration Date:**

**Approved Roofing Contractor:**

Name  
Address  
City, State Zip

**Date of Completion:**

**Terms & Maximum Monetary Obligation to Maintain a Watertight Roofing System.**

**Years:** \_\_\_\_\_ **\$**

**Coverage:**

The components of the Roofing System covered by this Guarantee are:

**Total Squares:** \_\_\_\_\_

Section	Sqs.	Roof Type	Membrane Spec.	Insulation Type		
				Layer 1	Layer 2	Layer 3

Accessories:	Type	Product Name	Quantity
	Expand-O-Flash (1) Style:		lin. ft.
	Expand-O-Flash (2) Style:		lin. ft.
	Expand-O-Flash (3) Style:		lin. ft.
	Fascia Style:		lin. ft.
	Copings Style:		lin. ft.
	Gravel Stop Style:		lin. ft.
	Drains (1) Style:		ea.
	Drains (2) Style:		ea.
	Vents Style:		ea.

These Johns Manville Guaranteed components are referred to above as the "Roofing System" and ALL OTHER COMPONENTS OF THE OWNER'S BUILDING ARE EXCLUDED FROM THE TERMS OF THIS GUARANTEE, including any amendments thereto.

Johns Manville\* guarantees to the original Building Owner that during the Term commencing with the Date of Completion (as defined above), JM will pay for the materials and labor reasonably required in Johns Manville's sole and absolute discretion to repair the Roofing System to return it to a watertight condition if leaks occur due to: ordinary wear and tear, or deficiencies in any or all of the Johns Manville component materials of the Roofing System, or workmanship deficiencies only to the extent they arise solely out of the application of the Roofing System. Non-leaking blisters are specifically excluded from coverage. Should any investigation or inspection reveal the cause of a reported leak to be outside the scope of coverage under this Guarantee, then all such investigation and inspection costs shall be borne solely by the Building Owner.

#### WHAT TO DO IF YOUR ROOF LEAKS

If you should have a roof leak please refer to directions on the reverse side. Failure by the Building Owner to comply with any of the directions on the reverse side of this document will render the coverage provided under this Guarantee, including any applicable amendments and/or riders, null and void.

#### LIMITATIONS AND EXCLUSIONS

**This Guarantee is not a maintenance agreement or an insurance policy;** therefore, routine inspections and maintenance are the Building Owner's sole responsibility (see reverse side of this document). Failure to follow the Maintenance Program on the reverse side of this document will void the Guarantee in its entirety. This Guarantee does not obligate JM to repair or replace the Roofing System, or any part of the Roofing System, for leaks or appearance issues resulting, in whole or in part, from one or more of the following (a) natural disasters including but not limited to the direct or indirect effect of lightning, flood, hail storm, earthquake, tornados, hurricanes or other extraordinary natural occurrences and/or wind speeds in excess of 55 miles per hour; (b) misuse, abuse, neglect or negligence; (c) installation or material failures other than those involving the component materials expressly defined above as the Roofing System or exposure of the Roofing System components to damaging substances such as oil, fertilizers, or solvents or to damaging conditions such as vermin; (d) any and all (i) changes, alterations, repairs to the Roofing System, including, but not limited to, structures, penetrations, fixtures or utilities (including vegetative and solar overlays) based upon or through the Roofing System as well as any (ii) changes to the Building's usage that are not pre-approved in writing by JM; (e) failure of the Building substrate (mechanical, structural, or otherwise and whether resulting from Building movement, design defects or other causes) or improper drainage; (f) defects in or faulty/improper design, specification construction or engineering of the Building or any area over which the Roofing System is installed; (g) defects in or faulty/improper architectural, engineering or design flaws of the Roofing System or Building, including, but not limited to, design issues arising out of improper climate or building code compliance; or (h) in instances of a recover project, Johns Manville is not responsible for the performance of pre-existing materials that predated the recover. Instead, Johns Manville's sole responsibility in recover systems where JM materials are adhered to existing materials is limited to the installed recover JM Roofing materials up to the wind speed listed herein. Guarantee coverage is limited to replacing recover JM Roofing materials only (and not the pre-existing materials – which is the Owner's responsibility) as required to return the roofing system to a watertight condition due to a claim covered under the terms and conditions herein. Johns Manville is not responsible for leaks, injuries or damages resulting from any water entry from any portion of the Building structure not a part of the Roofing System, including, but not limited to, deterioration of the roofing substrate, walls, mortar joints, HVAC units and all other non-Johns Manville materials and metal components. Moreover, the Building Owner is solely and absolutely responsible for any removal and/or replacement of any overburdens, super-strata or overlays, in any form whatsoever, as reasonably necessary to expose the Roofing System for inspection and/or repair.

This Guarantee becomes effective when (1) it is delivered to Owner; and (2) all bills for installation, materials, and services have been paid in full to the Approved Roofing contractor and to JM. Until that time, this Guarantee is not in force, has no effect – and JM is under no obligation whatsoever to perform any services/work.

The Parties agree that any controversy or claims relating to this Guarantee shall be first submitted to mediation under the Construction Industry Arbitration and Mediation Rules of the American Arbitration Association (Regular Track Procedures) or to such other mediation arrangement as the parties mutually agree. No court or other tribunal shall have jurisdiction until the mediation is completed. In any action or proceeding brought against the Building Owner to enforce this Guarantee or to collect costs due hereunder, Johns Manville shall be entitled to recover its reasonable costs, expenses and fees (including expert witness' fees) incurred in any such action or proceeding, including, without limitation, attorneys' fees and expenses, and the Building Owner shall pay it.

TO THE FULLEST EXTENT PERMITTED BY LAW, JM DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND LIMITS SUCH WARRANTY TO THE DURATION AND TO THE EXTENT OF THE EXPRESS WARRANTY CONTAINED IN THIS GUARANTEE.

THE EXCLUSIVE RESPONSIBILITY AND LIABILITY OF JM UNDER THIS GUARANTEE IS TO MAKE REPAIRS NECESSARY TO MAINTAIN THE ROOFING SYSTEM IN A WATERTIGHT CONDITION IN ACCORDANCE WITH THE OBLIGATIONS OF JM UNDER THIS GUARANTEE. JM AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE BUILDING STRUCTURE (UPON WHICH THE ROOFING SYSTEM IS AFFIXED) OR ITS CONTENTS AND OR OCCUPANTS, LOSS OF TIME OR PROFITS OR ANY INCONVENIENCE, INJURY. JM SHALL NOT BE LIABLE FOR ANY CLAIM MADE AGAINST THE BUILDING OWNER BY ANY THIRD PARTY AND THE BUILDING OWNER SHALL INDEMNIFY AND DEFEND JM AGAINST ANY CLAIM BROUGHT BY ANY THIRD PARTY AGAINST JM RELATING TO OR ARISING OUT OF THE ROOFING SYSTEM OR JM'S OBLIGATIONS UNDER THIS GUARANTEE. JM AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY DAMAGES WHICH ARE BASED UPON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY OTHER THAN THE EXCLUSIVE LIABILITY SET FORTH IN THIS GUARANTEE. THIS GUARANTEE DOES NOT COVER, AND EXPLICITLY EXCLUDES, ANY AND ALL INJURIES, CLAIMS AND/OR DAMAGES RESULTING, IN WHOLE OR IN PART, FROM ANY WATER ENTRY FROM ANY PORTION OF THE BUILDING STRUCTURE INCLUDING, BUT NOT LIMITED TO, THE ROOFING SYSTEM.

No one is authorized to change, alter, or modify the provision of this Guarantee other than the Manager, Guarantee Services or authorized delegate. JM's delay or failure in enforcing the terms and conditions contained in this Guarantee shall not operate as a waiver of such terms and conditions. This Guarantee is solely for the benefit of the Building Owner identified above and Building Owner's rights hereunder are not assignable. Upon sale or other transfer of the Building, Building Owner may request transfer of this Guarantee to the new owner, and JM may transfer this Guarantee, in its sole and absolute discretion only after receiving satisfactory information and payment of a transfer fee, which must be paid no later than 30 days after the date of Building ownership transfer.

In the event JM pays for repairs which are required due to the acts or omissions of others, JM shall be subrogated to all rights of recovery of the Building Owner to the extent of the amount of the repairs.

Because JM does not practice Engineering or Architecture, neither the issuance of this Guarantee nor any review of the Building's construction or inspection of roof plans (or the Building's roof deck) by JM representatives shall constitute any warranty by JM of such plans, specifications, and construction or in any way constitute an extension of the terms and conditions of this Guarantee. Any roof inspections are solely for the benefit of JM.

JM does not supervise nor is it responsible for a roofing contractor's work except to the extent stated herein, and roofing contractors are not agents of JM.

\*JOHNS MANVILLE ("JM") is a Delaware corporation with its principal mailing address at P.O. Box 5108, Denver, Colorado 80217-5108.

By: Robert Wamboldt  
Title: Vice President & General Manager  
Roofing Systems Group

Attorney-in-Fact