

110 – 124 ELDREDGE ST.
BINGHAMTON, NY 13901
607-722-7221



NY _____
PA _____

LIMITED RESIDENTIAL GUARANTY FOR ROOFING

OWNER: _____

ADDRESS: _____

TYPE OF ROOF: _____

EXPIRATION DATE: _____

BSR hereby guarantees, subject to the terms and conditions hereof, that for a period of 10 years from the date of completion, it will at no expense to the OWNER make repairs to leaks resulting from defects in workmanship or materials performed by BSR. BSR shall within the guaranty period and during normal working hours, inspect and furnish the labor and materials to repair leaks covered under this Limited Guaranty at no cost to the OWNER. This Guaranty is made under and is subject to the following terms and conditions:

1. In order to obtain performance of any Guaranty obligation, the OWNER must first notify BSR of any repairs required under this Guaranty. Notice shall be given to BSR in writing promptly after a leak is experienced. BSR shall make repairs as soon as practicable after receiving notice from the OWNER, weather permitting.
2. Repairs, alterations or additions to the roof surface made by anyone other than BSR shall cancel this Guaranty unless approved in writing by BSR prior to the commencement of such repairs, alterations or additions.
3. BSR shall not be responsible for any leaks caused by:
 - (a) lightning, fire, gale, hurricane, tornado, hail, windstorm, acid rain, ice storm, thermal shock, natural disasters or other phenomenon of the elements or acts of God;
 - (b) other elements of the building, including cracking, movement, settlement, deflection, deterioration or decomposition of the roof deck, fascia, walls or foundation, water entry through points other than the roofing materials installed by BSR, whether in existence prior to the time of completion or arising thereafter;
 - (c) inadequate drainage, slope, ice backup or other conditions beyond the control of BSR which cause ponding or standing of water on the roof;
 - (d) abuse, vandalism, misuse, accident, traffic on the roof, lack of maintenance or negligence by any person other than BSR;
 - (e) damage caused by termites, insects, birds or animals.
 - (f) Penetration by nails from the underneath side of the roof, penetrations or installations on or through the roof such as satellite dishes unless performed by BSR or the blockage of roof drains or gutters.
4. Nothing in this Guaranty shall render BSR liable in any respect for any damage to the OWNER'S building, or any components or contents thereof, including the roof decking, fascia, insulation and rafters. It is the responsibility of the OWNER to inspect ceilings and overhangs periodically for signs of leakage and to report promptly any such leakage. **BSR SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, MOLD, MILDEW, LOSS OF USE, RENTAL INCOME OR PERSONAL PROPERTY.**
5. This Guaranty shall accrue only to the benefit of the OWNER named herein, and it shall not accrue to the benefit of or be transferred or assigned to any other party except with the written consent of BSR.
6. BSR shall have no obligation pursuant to this Guaranty until all bills for installation, supplies and services in connection with the roofing covered by this guaranty have been paid in full.
7. BSR's obligation to make repairs to leaks during the term of this Guaranty is its sole obligation to OWNER and OWNER's sole remedy against BSR. This Guaranty and the Proposal and Contract, of which this Guaranty is a part, constitute the entire agreement between BSR and the OWNER and no other representations or agreements pertaining to the work performed by BSR have been made. BSR shall have no obligation with respect to the roof upon the expiration of the Guaranty Period set forth above.

THERE ARE NO WARRANTIES FROM BSR THAT EXTEND BEYOND THE DESCRIPTION CONTAINED HEREIN. IF ANY IMPLIED WARRANTIES ARISE BY OPERATION OF LAW, THEY ARE GOVERNED IN ACCORDANCE WITH ALL APPLICABLE STATUTES OF LIMITATIONS. ALL OTHER WARRANTIES AND SPECIFICALLY THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

8. In the event the OWNER reports leaks which are not covered by this Guaranty, BSR will notify the OWNER that the reported leaks are not covered by this Guaranty, provide the OWNER with an estimate to perform repair work if the repairs are of the type normally performed by BSR and, if authorized, proceed with repair work as soon as practicable.
9. Any claim alleging any breach of this Guaranty or any other claim against BSR shall be resolved in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association and must be initiated no later than one (1) year after the claim originated.

IN WITNESS WHEREOF, BSR has caused this instrument to be executed by its duly authorized representative on the date of the final invoice for the work subject to this limited guaranty.

BSR By: *Charles Kriffitts* President