



Arizona Foam & Spray, Inc
ROC #070274 ROC #034568

Name
Project
Location

Completion Date: 01-01-0000

LIMITED WARRANTY:

Job #: xxxxx

Arizona Foam hereby warrants, subject to the following conditions and terms set forth herein, that it will make all repairs to leaks, at no cost to the owner, which result from defects in workmanship and material within the 10 year no leak term of the warranty. Warranty term shall commence from the date of substantial completion of the foam and base coat process and be issued upon date of final roof system and effective upon receipt of full and final payment. Any roof repairs that are remedied by any other company/person other than Arizona Foam will automatically void this warranty.

WARRANTY TRANSFER:

This warranty may be assigned or transferred to such tenant, purchaser or successor provided all of the following criteria are met: (1) written notice, including the intended building use, is provided to and approval received from Arizona Foam, (2) Arizona Foam, its designated representative(s) or employee(s), performs a full roof inspection within 30 days of the transfer date, (3) any and all repairs requested by Arizona Foam are made, and (4) an inspection fee and/or transfer fees of \$250.00 are paid to Arizona Foam. The assignment or transfer does not become effective unless and until Arizona Foam receives the required funds.

WARRANTY EXCLUSIONS:

Arizona Foam shall have no obligation under this Limited Warranty unless and until Arizona Foam has been paid in full for all material, supplies, services, warranty and other costs included in or incidental to the roofing system. Coverage is limited to the terms and conditions set forth in this document. No representative of Arizona Foam has any authority to make promises, representations or assume additional liability or responsibility for Arizona Foam or in connection with Arizona Foam products above and beyond what is included in this Limited Warranty. This Limited Warranty is neither a maintenance agreement nor an insurance policy. This Limited Warranty specifically EXCLUDES from coverage damage or failure of the Arizona Foam roof caused by or resulting from:

1. Structural elements of the building, including but not limited to: unusual movement, settlement, cracking, decomposition and separation of previous roof deck or walls.
2. Insufficient drainage or slope or other conditions beyond the control of Arizona Foam (minor bird baths and surface foam blisters are expected and acceptable).
3. Faulty parapet walls, skylights, substructures adjacent to the roof, etc., which leak above the foam line.
4. Natural disasters, extreme or unusual weather conditions, lightning, hail, tornado, fire, earthquakes, or other acts of God,. Also, damage resulting from birds, insects, animals and adjoining shrubbery, including but not limited to trees or tree limbs, bushes, overhanging branches and debris from shrubbery trees or bushes.
5. Failed seams on air conditioning or condenser units or related ductwork.
6. Abuse and/or damage from other trades including new penetrations.
7. Abuse and/or damage from neglect, vandalism, recreational abuse, traffic, storage of materials on roof, falling objects or exposure to chemicals, solvents, oils, grease, gasses or other materials vented to the roof.
8. Lack of proper roof maintenance, failure to provide repairs consistent with Arizona Foam specifications or unauthorized acts by non-Arizona Foam authorized service contractors.
9. Cracked foam caused by abuse of the roof.
10. Trough area that holds water longer than 48 hours.
11. Infiltration or condensation of moisture, mold, fungi, spores, or other organic pathogens through, in or around the walls, copings or building structures of underlying or surrounding materials.
12. Products supplied by others; Arizona Foam assumes no responsibility for proper installation or performance of non-Arizona Foam products.



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Buyer agrees that Arizona Foam's sole responsibility shall be the cost to repair the work performed by Arizona Foam. In no event shall Arizona Foam be liable for special or consequential damages, including, but not limited to, delay, property and or personal damages. In no event shall Arizona Foam's liability exceed the amount of the contract for the Coated Foamed Roofing System provided.

WARRANTY CLAIMS:

In the event any leak should occur in the Arizona Foam roof: (a) Owner must notify Arizona Foam verbally on the date the defect is discovered and in writing via registered mail within 5 days of the discovery date. Notice provided to the manufacturer is NOT notice to Arizona Foam. By so notifying Arizona Foam, the Owner authorizes Arizona Foam, or its designated representative(s) or employee(s), to investigate the cause of the leak including, but not requiring, inspection of the Arizona Foam roof, roof structure and/or other rooftop structures or equipment, photos and/or a sample of the Arizona Foam roof or manufacturer's materials for testing. (b) If upon investigation, Arizona Foam determines that the leak is not excluded under the Terms and Conditions set forth in this Limited Warranty, the Owner's sole and exclusive remedy and Arizona Foam's liability shall be limited to the repair of the leak; (c) Should the investigation reveal that the leak is excluded under the Terms and Conditions set forth in this Limited Warranty, the investigation costs shall be paid by the Owner. Failure by Owner to pay for these costs shall render this Limited Warranty null and void. If the cause of the leak is determined to be outside the scope of this Limited Warranty, Arizona Foam shall advise the Owner of the type and/or extent of the repairs required to be made at the Owner's expense which, if the Owner properly makes, will permit this Limited Warranty to remain in effect for the unexpired portion of its term. This warranty certificate and all inspection, maintenance and repair records should be kept immediately available in the event it is necessary to make a claim.

ROOF ACCESS & INSPECTION

During the term of this Limited Warranty Arizona Foam, or its designated representative(s) or employee(s), will have the right, but not the obligation, to inspect the roof during regular business hours. Arizona Foam will notify the Owner of any items or conditions which may compromise the integrity of the roof or that require repair. Owner will, at own cost, make all required repairs and/or correct any such conditions immediately according to Arizona Foam guidelines upon receiving notification. Failure to make any such repair or cure compromising conditions will void this warranty. If roof access is restricted due to security or other restrictions, Owner agrees to reimburse Arizona Foam for all reasonable costs incurred during inspection and/or repair of the roof as a result of the restrictions. Owner is responsible for the removal and replacement of any roof structures or equipment necessary to expose the roof for inspection and/or repair.

THE ABOVE WARRANTY IS THE EXCLUSIVE WARRANTY OF ARIZONA FOAM AND MAKES NO OTHER REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED WITH RESPECT TO THE FOAM ROOF APPLICATION. THIS WARRANTY SHALL BE IN LEIU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL ARIZONA FOAM BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, DAMAGE TO THE INTERIOR OR EXTERIOR OF THE BUILDING AND DAMAGE CAUSED BY MOLD. ANY ACTION FOR BREACH OF THIS AGREEMENT, EXCEPT FOR NONPAYMENT BY THE OWNER, MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE BREACH OCCURS OR IS DISCOVERED.

ARIZONA FOAM'S FAILURE AT ANY TIME TO ENFORCE ANY OF THE TERMS AND CONDITIONS STATED HEREIN SHALL NOT BE CONSTRUED TO BE A WAIVER OF SUCH PROVISIONS. THIS WARRANTY INCLUDES THE COMPLETE AND EXCLUSIVE AGREEMENT BETWEEN THE BUILDING OWNER AND ARIZONA FOAM AND SUPSEDES ANY AND ALL PRIOR ORAL AND WRITTEN AGREEMENTS OR REPRESENTATIONS. THE WARRANTY OBLIGATION OF ARIZONA FOAM AND THE REMEDY STATED HEREIN IS THE SOLE AND EXCLUSIVE AGREEMENT, REMEDY AT LAW OR IN EQUITY FOR DEFECTS IN MATERIAL SUPPLIED BY ARIZONA FOAM.

Arizona Foam Representative

Date



OWNERS MAINTENANCE REQUIREMENTS

No subsequent alterations or additions to the existing structure which affects the roof membrane shall be made unless Arizona Foam is first notified in writing and agrees to the proposed alterations or additions. Arizona Foam will require that alterations or additions shall be made in accordance with procedures and installation requirements set forth or performed by Arizona Foam. It is not the intent of Arizona Foam to restrict proposed alterations or additions but to insure that proprietary SPF roofing system retains its integrity and water tightness, and that proper repair or modification procedures are employed to ensure that contractual warranties and roof system performance are not compromised or negated.

The owner must notify Arizona Foam in writing in five (5) working days of the date the owner discovers any defects that could cause additional damage if not attended to promptly. Arizona Foam maintains the right to immediately inspect the defects and if not given this right, the warranty shall be terminated. No third parties shall be deemed agents of Arizona Foam, the owner or any other party for purposes of notification.

It is the owner's obligation to perform routine roof maintenance and maintain the roof in a warrantable state. Owner should inspect the roof at least two (2) times per year and immediately following severe weather or work on roof mounted equipment. Damages to the roof system must be immediately corrected by a qualified Arizona Foam service technician. Additionally, the roof must be inspected annually, at no charge to the Owner, by an Arizona Foam service technician. Any recommendations or requirements made by the service technician that affect the status of the warranty must be made within thirty (30) days of the inspection or the warranty will be void.

ROOF MAINTENANCE REQUIREMENTS:

1. Keep roof drains, gutters and scuppers free from debris so that proper roof drainage can occur.
2. Clean all water drainage areas on roof periodically and/or after windstorms to remove all debris, leaves and residue that might clog roof drains and scuppers during water run-off. Check for major roof damage after every major storm.
3. If HVAC repairmen or other tradesmen perform work on the roof, notify Arizona Foam for an inspection of any potential roof repairs or damage caused during work.
4. Maintain proper working order of A/C condensation accumulation pans, lines and swamp cooler overflow lines. Inspect line and pans at least annually.
5. Skylights should also be inspected for damage, leaks and cracks in sealants annually.
6. Do not fasten antennas, aerials, lightning rods, guide wires or other devices to your roof. Do not cut foam roof system for installment and/or repair of skylights, A/C's or any other penetration without first calling Arizona Foam.
7. Request your annual roof inspection if it has been more than one year since your last inspection.

Did you know?

Arizona Foam Service offers maintenance and service agreements, contracts and one-time leak repairs for all types of roof systems. Don't worry about getting on your roof – let **Arizona Foam Service** do the work for you. All repairs are guaranteed and covered under the terms of this warranty. Call today!

480-834-8176