



RESIDENTIAL LABOR WARRANTY

Property Owner: _____

Property Address: _____

Warranty Start Date: _____

Warranty Expiration Date: _____

- 1) **Warranty:** For a period of three (3) years beginning on the date the roof was installed ("Warranty Start Date"), Cardinal Roofing & Restoration, LLC ("Cardinal") warrants to the property owner above ("Owner") as set forth herein. This warranty covers workmanship failures under normal use and conditions. Failures caused by abuse or Owner's neglect to perform normal or routine maintenance and upkeep of any items requiring the same is not covered hereunder. Cardinal warrants that all work was performed in a workmanlike manner and in accordance with standard industry practices. Subject to the terms, conditions and limitations herein, **Cardinal will, during the term of this Warranty, at Cardinal's expense, repair or cause to be repaired leaks in said roof which are the result of defects in Cardinal's workmanship.** Upon expiration of this Warranty, Cardinal shall have no further obligation under any provision of this Warranty, and Owner shall not make any further demand or claim against Cardinal concerning Cardinal's workmanship.
- 2) **Terms, Conditions and Limitations.** This Warranty does not cover any leaks in the roof caused by: the acts or omissions of others (including other contractors); failures of the material used by Cardinal; lightning, winds of 55 m.p.h. or greater, hail storms, floods, earthquakes or other unusual phenomena of the elements; structural settlement; failure, movement, cracking or excess deflection of the roof deck; defects or failure of materials used as a roof substrate over which the roof system is applied; faulty condition or flashing of parapet walls, copings, chimneys, skylights, vents, supports or other parts of the building; vapor condensation beneath the roof; erosion, cracking and porosity of mortar and brick; dry rot; stoppage of roof drains and gutters; penetration of the roof from beneath; inadequate drainage, slope or other conditions beyond the control of Cardinal; termites or other insects; rodents or other animals; fire; or harmful chemicals, oils, acids and the like that come in contact with the roofing system and cause a leak or otherwise damage the roof system. If the roof fails to maintain a water-tight condition because of damage by reason of any of the foregoing, this Warranty shall not apply. Owner hereby acknowledges that wooden decking and wooden materials are subject to cracking, splitting, checking, warping and bowing when exposed to the sun, rain, humidity, and weather; and that the Cardinal makes no warranties against the occurrence of such changes in wooden decking and wooden materials.
- 3) **Notification by Owner.** If the roof leaks during the term of this Warranty, Owner must notify Cardinal by email to office@cardinal-roof.com within 48 hours after discovering such leak. Such notice shall contain digital photos and a description of the issue.
- 4) **Events Which Void Warranty.** This Warranty shall become null and void:
 - (a) If Owner does not provide notice to Cardinal in accordance with paragraph 3 above upon discovery of a leak;
 - (b) Owner's failure to perform normal or routine maintenance;
 - (c) If work performed by Cardinal is repaired, corrected or altered by others;
 - (d) If any area of the roof is used as a promenade, walkway or work area or is sprayed or flooded.
- 5) **Transferability.** This Warranty is not transferrable without the prior written consent of Cardinal and shall inure only to the benefit of Owner.
- 6) **No Other Warranties. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESSED OR IMPLIED.** Correction of nonconformities, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of Cardinal to Owner under this Warranty, whether any such claim is based on contract, negligence, strict tort or otherwise. This Warranty is separate and apart from any warranty that may be issued to Owner by the roofing materials manufacturer.
- 7) **Incidental or Consequential Damages. UNDER NO CIRCUMSTANCES SHALL CARDINAL BE LIABLE TO OWNER OR ANY OTHER PERSON FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO OR LOSS OF USE OF THE INTERIOR OR EXTERIOR OF THE BUILDING OR THE PERSONAL PROPERTY LOCATED IN OR AROUND THE BUILDING, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT OR UNDER ANY OTHER THEORY OF LAW.**
- 8) **Payment to Cardinal.** This Warranty shall not be or become effective unless and until Cardinal has been paid in full for said roof in accordance with the written agreement pursuant to which said roof was applied.

By: _____
Cardinal Roofing & Restoration, LLC

By: _____
Owner