ROOFING CONTRACTOR MATERIALS AND WORKMANSHIP WARRANTY

1) **Contractor**: F & G Roofing Company, LLC

2) **Roof Owner**: Metropolitan Pier and Exposition Authority

3) **Type and Name of Building**: Energy Center & Pump Houses 1 and 2

Building location: 2211 S. Martin Luther King Dr., Chicago, IL

Area of Roof: 275 Squares

4) **Roofing Materials Manufacturer**:
(Name and Address): Soprema

310 Quadral Drive

Wadsworth, Ohio, 44281

5) **Warranty begins:** 10/10/16 (Date) **and expires**: 10/10/18 (Date)

6) **Warranty**: Contractor warrants to Owner that it applied the roofing materials to the above-described roof in accordance with (a) the written specifications of Roofing Materials Manufacturer and (b) good roofing industry practices, in effect on 10/03/16, the date application commenced. Subject to the following terms, conditions and limitations, Contractor will, during the term of this Warranty, at its expense, repair or cause to be repaired leaks in said roof which are the result of defects in the roofing materials or Contractor's workmanship. Upon expiration of the term of this Warranty, without notice from Owner of some defect, Contractor shall have no further obligation to make repairs at Contractor's expense under any provision of this Warranty and Owner shall not make any further demand or claim against Contractor concerning Contractor's workmanship, or the roofing materials installed, provided that Contractor promptly commences and diligently proceeds with the correction and repair of all such defects covered by this Warranty which are called to Contractor's attention in the manner set forth in paragraph 8 below during the term of this Warranty by Owner.

7) **Terms, Conditions and Limitations**. This warranty does not cover any leaks in the roof caused by: the acts or omissions of other trades or contractors; lightning, winds of peak gust speeds of 90 m.p.h. or higher measured at 10 meters above ground, hail storm, flood, earthquake or other unusual phenomenon 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 of parapet walls, copings, chimneys, skylights, vents, supports or other parts of the building; vapor condensation beneath the roof; penetrations for pitch boxes; erosion, cracking and porosity of mortar and brick; dry rot; stoppage of roof drains and gutters; penetration of the roof from beneath by rising fasteners of any type; inadequate drainage, slope or other conditions beyond the control of Contractor which cause ponding or standing of water; 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 watertight condition because of damage by reason of any of the foregoing, this warranty shall immediately become null and void for the balance of its term unless such damage is repaired by Contractor at the expense of Owner.

8) **Notification by Owner**. During the term of this warranty, if the roof leaks, Owner must immediately notify Contractor by telephone of such leaks, and promptly confirm such telephone notice by written notice to Contractor.

9) **Events Which May Void Warranty**. This warranty shall become null and void:
   (a) Unless Contractor receives notice from Owner during the term of this Warranty in accordance with paragraph 8 above of any leaks and is provided an opportunity to inspect, and if required by the terms of this warranty, to repair the roof;
   (b) If work is done on such roof, including, but without limitation, work in connection with flues, vents, drains, sign braces, railings, platforms or other equipment fastened to or set on the roof or if repairs or alterations are made to said roof, without first notifying Contractor in writing and giving Contractor the opportunity to make the necessary roofing application recommendations with respect thereto, which recommendations are complied with. Contractor shall be paid for time and materials expended in making recommendations or repairs occasioned by the work of others on the subject roof;
   (c) If any area of the roof is used as a promenade, walkway or work area or is sprayed or flooded, unless such use was originally specified with a defined area and the specification is noted in paragraph 14 below.

10) **Transferability**. This warranty shall accrue only to the benefit of the original owner named above. It is not transferable to any other person, except with the prior written consent of Contractor.

11) **No Other Warranties**. **NO OTHER EXPRESS WARRANTY IS GIVEN BY CONTRACTOR TO OWNER. THE REPAIR OF THE SUBJECT ROOF IS THE EXCLUSIVE REMEDY. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. THE IMPLIED WARRANTIES, AND SPECIFICALLY THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED.** This warranty is separate and apart from any warranty that may be issued to Owner by the Roofing Materials Manufacturer. **CONTRACTOR EXPRESSLY EXCLUDES AND DISCLAIMS ANY RESPONSIBILITY TO OWNER IN CONNECTION WITH OR ATTRIBUTABLE TO ANY SUCH ROOFING MATERIALS MANUFACTURER'S WARRANTY.**

12) **Incidental or Consequential Damages**. **UNDER NO CIRCUMSTANCES SHALL CONTRACTOR 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 BUILDING OR ITS CONTENTS, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT OR UNDER ANY OTHER THEORY OF LAW.**

13) **Payment to Contractor**. This warranty shall not be or become effective unless and until Contractor has been paid in full for said roof in accordance with the agreement pursuant to which said roof was applied.

14) **Additional conditions or exclusions**: Includes visual inspections at 6 months & 12 months after substantial completion. Includes responding to emergency calls, during working hours, within 24 hours of the call

This warranty has been duly executed this 10th day of October, 2016.

F & G Roofing Company, LLC
Contractor

Metropolitan Pier and Exposition Authority

By: _____
Owner