



# FORTRESS

ROOFING & EXTERIORS LTD.

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## CONTRACT GUARANTEE

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- 1) Fortress Roofing (and Exteriors) Ltd. hereby certifies that all work included in this contract was carried out in strict accordance with all the requirements of the Alberta Building Code and according to all specifications outlined by the product manufacturer(s).
- 2) Fortress Roofing (and Exteriors) Ltd. hereby guarantees the work associated with the contract including but not limited to roofing, siding, soffit, fascia, eavestrough (including deck surface, flashings, counter flashings, under-lay and membrane) to be absolutely watertight and free from all leaks for a period of (10) ten years, starting on the date of project completion. This guarantee does not extend to any deficiency which was caused by the failure of work which Fortress Roofing (and Exteriors) Ltd. did not damage or did not accomplish or was not charged to accomplish.
- 3) Fortress Roofing (and Exteriors) Ltd. will repair or cause to be repaired, at our own cost and expense, any and all deficiencies attributable to faulty materials and/or workmanship in a manner pursuant to the total anticipated life of the system installed and in accordance with the product manufacturers standards and to the extent necessary to return the system to a watertight condition for the duration of this (10) ten year period, subject to the terms and conditions listed below. Further, Fortress Roofing (and Exteriors) Ltd. will respond within 3 business days upon proper notification of leaks or defects by the owner or by the responsible party so designated.
  - A) Included in this guarantee are all costs associated with damage to the property and contents which this guarantee covers. This does not include minor damages to landscaping caused by waste container placement, minor scuffs/dents caused by installation of new products, or other areas damaged by falling debris. If major damage is caused to landscaping, or other property features (as above mentioned) the full cost of repair will be charged directly to Fortress Roofing (and Exteriors) Ltd. Major damages include, but are not limited to: broken, irreparable, or drastically altered siding, fascia, eaves trough, windows etc. and landscaping damages such as cracked sidewalks, holes or deep grooves in lawn surface etc. Fortress Roofing (and Exteriors) Ltd. reserves the right to select an appropriate contractor to complete any needed replacement or repairs to return the property or building contents to the condition they were in before damages occurred. If repairs are completed without notification of Fortress Roofing (and Exteriors) Ltd. or by any other contractor not chosen by Fortress Roofing (and Exteriors) Ltd. (unless Fortress has granted approval in writing of such repairs) the cost of the repair will not be covered by Fortress Roofing (and Exteriors) Ltd.
  - B) Excluded from this guarantee are damages to the work caused by: (1) lightning, windstorm, hailstorm and other unusual phenomena of the elements; and (2) fire. When the work associated with this contract has been damaged by any of the forgoing causes, the guarantee shall be null and void until such damage has been repaired by Fortress Roofing (and Exteriors) Ltd. (or a contractor of their choosing) and until the cost and expense thereof has been paid in full by the owner, insurance company or by the responsible party so designated.
  - C) During the duration of the Guarantee Period, if alteration is done to the work associated with this contract by anyone other than Fortress Roofing (and Exteriors) Ltd., including cutting, patching, maintenance and/or the positioning of anything on the roof or exterior system, this guarantee shall become null and void upon the date of said alterations. If the owner engages Fortress Roofing (and Exteriors) Ltd. to perform said alterations, the Guarantee shall not become null and void unless Fortress Roofing (and Exteriors) Ltd., prior to proceeding with the said work, shall have notified the owner or other responsible party as designated in writing, showing reasonable cause for the claim that said alterations would likely damage or deteriorate the work, thereby reasonably justifying a termination of this guarantee.
  - D) Future building additions will not void this Guarantee, except for the portion of the future addition that might affect the work under this contract at the point of connection of the new area(s) to the existing, and any damage caused by such addition. If this contract is for an addition to an existing building, then this guarantee covers the work involved at the point of connection with the existing area only upon the inspection of the connection point by Fortress Roofing (and Exteriors) Ltd. and only if the additional work at the connection point is deemed acceptable by Fortress Roofing (and Exteriors) Ltd. to be declared in writing within 30 days of the completion of the addition. The owner or designated party must notify Fortress Roofing (and Exteriors) Ltd. of any addition work that will connect to the work included in this contract within 3 business days of the completion of the addition. If the owner or designated party fails to notify Fortress Roofing (and Exteriors) Ltd. within this time, the work at the connection point will no longer be covered within this guarantee.
  - E) The owner or designated party shall notify Fortress Roofing (and Exteriors) Ltd. within 24 hours of observed, known, or suspected leaks, defects, deterioration and/or damage caused by the elements and will allow Fortress Roofing (and Exteriors) Ltd. the opportunity to inspect the work and to examine the evidence of such leaks, damage or deterioration.