

Capital Contracting Company
Residential Limited Workmanship Warranty
Roofing • Siding • Gutters • Windows • Decks • Fences

Original Owner (Owner): _____ Warranty Period For Roof Replacement: Ten Years
Work Location: _____ Warranty Period For Siding and Decks: One, Three, or Five Years
Phone: _____ Warranty Period For Windows, Gutters, Downspouts, and Fences: One Year
Completion Date: _____

Warranty: Capital Contracting Company (Contractor), warrants to Owner that it applied the roofing, siding, gutter, window, deck, and/or fence materials at the above mentioned **WORK LOCATION** in accordance with (a) the written specifications of the roofing, siding, gutter, window, deck, and/or fence materials manufacturer and (b) good industry practices in effect on the **COMPLETION DATE**. Furthermore, Contractor warrants to Owner that the work performed at above mentioned **WORK LOCATION** will be free from rain leakage through the roof or defects in the siding, gutter, window, deck, and/or fence due to the defective workmanship for the above mentioned **WARRANTY PERIOD** from the **COMPLETION DATE**. Subject to the following terms and conditions and limitations, this Warranty covers only the specific work described in Contractor's contract with Owner. If within the Warranty Period(s), moisture leakage occurs through the roof, siding, gutters, windows, deck, and/or fence due to our defective workmanship at the **work location**, Contractor will repair the subject roofing, siding, gutter, window, deck, and/or fence at Contractor's expense or refund the cost of only that specific item of roofing, siding, gutter, window, deck, and/or fence material and labor related to that item (i.e., only faulty portion of job - not **TOTAL AGREEMENT AMOUNT**) as Contractor shall deem to be required. 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, siding, gutter, window, deck, and/or fence 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 during the term of the Warranty Period(s).

Terms, Conditions and Limitations: This Warranty does not cover any leaks in the roofing, siding, gutter, window, deck, and/or fence caused by: the acts or omissions of other trades or contractors; falling objects, misuse of roofing, siding, gutter, window, deck, and/or fence; vandalism; ice backup around, above or below the ice dam protection membranes installed by Contractor; through chimney above top of flashing lightning, winds of peak gust speeds of 55 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 access deflection of the roof deck; defects or failure of materials used as 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, siding, gutter, window, deck, and/or fence system and cause a leak or otherwise damage the roofing, siding, gutter, window, deck, and/or fence system. If the roofing, siding, gutter, window, deck, and/or fence fail 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. Proof of proper maintenance, including, but not limited to, sealing and/or painting, green treated or cedar decks and/or fences once a year is required for deck and/or fence Warranty to be valid. Furthermore this Warranty does not cover any damage or injury to persons or property caused directly or indirectly, in whole or in part, by: any fungus(es) including, but not limited to, any type or form of mold, mushroom, or mildew; spore(s) (means any reproductive body produced by or arising out of any fungus(es); any substance, vapor or gas produced by or arising out of any fungus(es) or spore(s); any material, product, building component, building or structure that contains, harbors, or acts as a medium for any fungus(es) or spore(s); or, any moisture condensation; however caused including, but not limited to, roof, siding, gutter, window, deck, and/or fence leakage.

Notification by Owner: During the term of this Warranty, if the roof, siding, gutters, windows, deck, and/or fence leak, Owner must immediately notify Contractor by telephone of such leaks, and promptly confirm such telephone notice by written notice to Contractor.

Events Which May Void Warranty: This Warranty shall become null and void: Unless Contractor receives the above mentioned notification by Owner of any leaks and is provided an opportunity to inspect, and if required by the terms of this Warranty, to repair the roofing, siding, gutter, window, deck, and/or fence. If work is done on such roofing, siding, gutter, window, deck, and/or fence, including, but without limitation, work in connection with flues, vents, drains, sign braces, railings, platforms or other equipment fastened to or set on the roofing, siding, gutter, window, deck, and/or fence or if repairs or alterations are made to said roofing, siding, gutter, window, deck, and/or fence without first notifying Contractor in writing and giving Contractor the opportunity to make the necessary 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 roofing, siding, gutter, window, deck, and/or fence; 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 below.

Transferability; Remedy for New Owner: This Limited Warranty may not be transferred or assigned, directly or indirectly, except for one transfer as follows: (a) The second owner must notify Contractor in writing within 30 days after the property transfer has occurred for any coverage to be transferred, (b) If the transfer takes place within the Warranty period, the second owner shall be entitled to all benefits contained in this Warranty.

NO OTHER WARRANTIES: NO OTHER EXPRESS WARRANTY IS GIVEN. THE REPAIR OF THE SUBJECT ROOFING, SIDING, GUTTER, WINDOW, DECK, AND/OR FENCE IS THE EXCLUSIVE REMEDY. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. THE IMPLIED WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE ARE EXPRESSLY LIMITED TO THE TERM OF THE WRITTEN WARRANTY PERIOD(S). SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY IS SEPARATE AND APART FROM ANY WARRANTY THAT MAY BE ISSUED TO OWNER BY THE MANUFACTURER OF THE ROOFING, SIDING, GUTTER, WINDOW, DECK, AND/OR FENCE MATERIALS APPLIED BY CONTRACTOR AT ABOVE MENTIONED **WORK LOCATION**. CONTRACTOR EXPRESSLY EXCLUDES AND DISCLAIMS ANY RESPONSIBILITY TO OWNER IN CONNECTION WITH OR ATTRIBUTABLE TO THE ROOFING, SIDING, GUTTER, WINDOW, DECK, AND/OR FENCE MATERIALS AND ANY SUCH MANUFACTURER'S WARRANTY.

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 THE **WORK LOCATION** OR ITS CONTENTS WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT OR UNDER ANY OTHER THEORY OF LAW. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Payment to Contractor: This Warranty shall not be or become effective unless and until Contractor has been paid in full for work performed in accordance with the contract pursuant to which said roofing, siding, gutter, window, deck, and/or fence were applied.

Additional conditions and exclusions _____

This Warranty gives Owner specific legal rights and Owner may also have other rights that vary from state to state.

This Warranty has been duly executed this _____ day of _____, 20____.



3853 Dupont Avenue North
Minneapolis, Minnesota 55412

Phone: (612) 521-0894
Fax: (612) 522-0682
Website: www.ccc-mn.com

Tax ID.: 20-8791856
License Number: 20627494



PRE-CONSTRUCTION EVALUATION - HOW TO PREPARE FOR A ROOFING/SIDING/GUTTER/WINDOW/DECK/FENCE PROJECT AND WHAT TO EXPECT

1. When the materials arrive at your home, please verify the color and style. If they are not what you ordered, please notify Capital Contracting Company immediately.
2. Be prepared for the noise! Roofing, siding, gutter, window, deck, and/or fence crews will probably start early in the morning. There will be constant noise such as hammering, air compressors, electric saws, etc. The duration of the noise will depend on the size of the project. You may want to plan a day away from the house while the job is in progress.
3. Please remove all items from the walls and wall shelves: Such as pictures, plates, figurines, mirrors, etc. Hammering will create vibrations that may shake these items off the walls and shelves.
4. Remove all items from around the house where debris might fall: Such as, patio furniture, potted plants, bird houses, feeders, baths, or gardening equipment. Leaves or blooms could be knocked off trees or plants near your home during the project. Care is taken, but many times the location of the plants will make it impossible to complete the project without some damage.
5. Please move or cover your cars, motorcycles, bicycles, boats, lawnmowers, all mechanical equipment, or items with valuable finishes, etc. while work is being done. This is especially important if you do not have a ceiling in your garage and can see the bottom side of the roof decking; because your possessions might get damaged by granules or small pieces of felt or shingles falling through the spaces between decking boards.
6. Our vendors, crews, and Project Managers will need to use your driveway for delivery and clean up. Please leave the driveway clear during the daytime hours while your project is underway.
7. Removal of the existing roofing materials will create dust in the attic of your home and garage. If you use these spaces for storage you may want to protect (or remove) the stored items.
8. We may need to use your electrical outlets to run power tools. Please check your circuit breakers each night to be sure they are all operating properly.
9. Precautions are taken to prevent damage to existing gutters. There are instances when damage to existing gutters is unavoidable, for example, scratches to the top of gutters, etc. If this is a concern to you please call your Field Consultant and request a quote to remove and reinstall the gutters or replace the gutters after the roofing is completed Capital Contracting Company is not responsible for this as it is an unavoidable result of the improvement to your property.
10. During construction, if rotted wood, deteriorated or defective decking is found Capital Contracting Company will not be held liable. This is your responsibility, we may replace rotted wood, deteriorated or defective decking on a time and material basis.
11. Our crews are instructed to take precautions with your property. For example, all areas where the existing roofing materials are removed, they must either complete these areas or cover them before leaving for the evening. Rain days will add to the duration of your project.
12. After the project is complete, please check the following items inside your home to make sure they are properly connected: Metal chimney flues, bath exhaust vent fans, kitchen fans, gas hot water heater and dryer vents. Note, you may or may not have all of these items.
13. Nails that fall from the roof during the job will be picked up with a magnetic roller. We will make every effort to pick up all nails. Please be advised, however, that a few nails, hidden in the grass or shrubbery, may remain.
14. Existing material that has been "sealed" to the sidewalls when removed may cause the siding to chip or leave the paint finish damaged. Capital Contracting Company is not responsible for this as it is an unavoidable result of the improvement of your property.
15. If your house has two or more layers of existing roofing materials and you also have areas where the roof meets a wall (dormers, garage, etc.) the new roof surface will be lower than the old roof surface. The difference between the thickness of the new roof and the old multilayer roof will be noticeable due to a wider space between the siding and the new roof surface. The difference should be minimal and will not effect the performance of the new roof system.
16. When the old roofing materials are removed, there is also a great deal of weight removed (on an average 3 tons or more). The rafters, beams, and other construction members of your roof system "move" slightly due to the reduction of weight. If this is the case, the movement may cause small cracks in your ceiling and/or the finish to pop nail heads in your ceiling, Capital Construction Company is not responsible for this as it is an unavoidable result of the improvement to your property.
17. Imperfections, such as sagging or bubbling decking, crooked rafters, etc. that may have been hidden by the existing roofing materials (especially two or more layers) may be visible after the new roof is installed.
18. Our Field Consultants, Project Managers, Runners and Production Managers pledge to work as a team with you to make this project go as smoothly as possible and with the least amount of inconvenience for you and your family.
19. The Capital Contracting Company Warranty is printed on the reverse side for your convenience.

THANK YOU IN ADVANCE FOR YOUR PATIENCE AND UNDERSTANDING.

Special Notes:

My Field Consultant, _____, has conducted a pre-construction evaluation and has explained the construction process that will take place at my property.

ACKNOWLEDGED BY CUSTOMER _____

DATE _____

ORIGINAL - COMPANY

YELLOW - CUSTOMER