



GAF MATERIALS
CORPORATION

No. EBGL20-660

LIBERTY GUARANTEE

TYPE OF GUARANTEE: GAFLAS LIBERTY PERIOD OF COVERAGE: 20 Year YEARS
OWNER: FAIRFAX COUNTY GOVERNMENT, FAIRFAX, VA 22035
NAME AND TYPE OF BUILDING: MOUNT VERNON GOVERNMENT CTR.
ADDRESS OF BUILDING: 2511 PARKER'S LANE, ALEXANDRIA, VA
SPECIFICATION: I04CP6 AREA OF ROOF: 230.00 SQUARES
TYPE OF FLASHING: 2XMM LENGTH OF FLASHING: 930 LINEAL FEET
APPLIED BY: AEO CONSTRUCTION CO., INC.
DATE OF COMPLETION: 02/03/97 EXPIRATION DATE: 2/3/2017

THE GUARANTEE

GAF MATERIALS CORPORATION ("GAFMC") guarantees to the Building Owner that, subject to the terms and conditions set forth below, GAFMC will make those repairs to the GAFMC roofing membrane, base flashing, insulation, expansion joint covers and pre-flashed accessories (the "GAFMC Roofing Materials") used in the construction of the above described roof as are necessary to correct leaks while this Guarantee is in effect. This Guarantee covers such repairs to the GAFMC Roofing Materials (excluding repair or replacement of roof deck, insulation, or other materials used in conjunction with the roofing system not sold by GAFMC) as shall be necessary solely in order to correct leaks resulting from any of the causes listed below. These repairs will be made at no cost to the Building Owner provided that the Owner gives timely written notice to GAFMC (see below).

Scope of Coverage - Leaks Caused by:

1. Natural deterioration of the GAFMC Roofing Materials
2. Blisters
3. Bare Spots
4. Fish-mouths
5. Ridges
6. Splits not caused by structural failure or movement of or cracks
- in substrate roof base or non-GAFMC insulation over which the GAFMC Roofing Materials are applied
7. Buckles and wrinkles
8. Workmanship in applying the GAFMC Roofing Materials
9. Slippage of membrane or base flashing

OWNER'S RESPONSIBILITIES

In the event of a leak through the GAFMC Roofing Materials, the Owner **must** notify the GAFMC Technical Services Department, 1361 Alps Road, Bldg. 2-1, Wayne, New Jersey 07470 in writing within **thirty** days after discovery of the leak. The roofing contractor is NOT an agent of GAFMC; notice to the roofing contractor is NOT notice to GAFMC.

The Owner shall, at its expense, (a) perform regular inspections and maintenance during this Guarantee, (b) keep records of all inspections and maintenance performed, and (c) perform repairs to the roof or to other building components identified during inspections by GAFMC as being necessary to preserve the integrity of the GAFMC Roofing Materials. Failure of the Owner to perform this work promptly following written notification by GAFMC may result in cancellation of this guarantee if the Owner's failure results in damage to the GAFMC Roofing Materials.

The Owner shall, at its expense, remove (and, if desired, subsequently replace) any materials and equipment that impede inspection and repair of the GAFMC Roofing Materials, such as HVAC units and satellite dishes mounted so that there is no functional access to the roof system, and precast concrete or rubber pavers, wood decking and steel grating that are installed over the GAFMC Roofing Materials.

In an emergency, the Owner may authorize or perform temporary repairs to minimize damage to the building or its contents. Such work will not result in the cancellation of this Guarantee provided that the temporary repairs are reasonable and customary, and do not result in permanent damage to the GAFMC Roofing Materials. The Owner is responsible for all expenses associated with temporary repairs.

EXCLUSIONS FROM COVERAGE

This Guarantee shall NOT cover the following conditions or any damages which may arise therefrom.

1. Roof maintenance or correction of conditions other than leaks.
2. Unusual weather conditions or natural disasters including, but not limited to, windstorms, hail, floods, hurricanes, lightning, tornados, and earthquakes.
3. Damage to the roof constructed of the GAFMC Roofing Materials due to: (a) settlement, distortion, movement, failure or cracking of the roof deck, walls, or foundations of the building; (b) improper installation of non-GAFMC insulation or defects or failure of any material used in any roof base or insulation not manufactured by GAFMC over which the GAFMC Roofing Materials are applied; (c) infiltration or condensation of moisture in, through or around the walls, copings, building structure, or underlying or surrounding materials including tie-ins to adjacent roof systems; (d) defects in design; (e) the performance, design, or application of non-GAFMC materials such as roof decks, metal work, expansion and control joints, pitch pockets, walkways, work platforms and recreational surfacings; (f) expansion or contraction of any metal flashing or other metal work; (g) underlying materials or structures having failed or ceased to conform to GAFMC's or other applicable specifications as to roof slopes or other requirements; (h) chemical attack on the membrane; (i) vandalism; or (j) negligence by the Owner in maintaining the GAFMC Roofing Materials.
4. Damage to the building or its contents.
5. Changes in usage of the building unless approved in writing in advance by GAFMC.
6. Damage resulting from any new installations on or through the GAFMC Roofing Materials or from traffic of any nature on the roof.
7. Temporary repairs to the GAFMC Roofing Materials authorized by the Owner.
8. Any repairs or other applications to the GAFMC Roofing Materials after the date of completion, unless performed in a manner acceptable to and approved by GAFMC in writing in advance. **NOTE:** In no event shall new penetrations be covered under the terms of guarantee.
9. Any damage occurring more than thirty days after the discovery by the Owner or its agent of a leak, unless GAFMC is notified of such leak within thirty days of its discovery.
10. Areas of roof which pond water.

No representative, employee, or agent of GAFMC, or any other person, has any authority to assume for GAFMC any additional or other liability or responsibility in connection with the roof described above. GAFMC shall not be responsible for or liable for any change or amendment to the GAFMC roof specifications in regard to the construction of the roof described above, unless the change or amendment to the specifications is approved in writing by an authorized GAFMC Technical Services Manager.

This Guarantee is assignable to another owner of the building for the remaining term **ONLY** if the following conditions are met: 1) The request is in writing within 30 days after ownership transfer; 2) The membrane is inspected and any required repairs are completed at Owner's expense; 3) The proposed assignment is approved in writing by an authorized GAFMC Technical Services Manager; and 4) An assignment fee of \$500 is paid to GAFMC. This Guarantee is NOT otherwise assignable, directly or indirectly.

CANCELLATION OF THIS GUARANTEE WILL RESULT IF THE ROOF IS DAMAGED BY ANY CAUSE LISTED ABOVE UNDER "EXCLUSIONS FROM COVERAGE" IF THE DAMAGE AFFECTS THE INTEGRITY OR WATERTIGHTNESS OF THE ROOF, AND THE OWNER DOES NOT PROMPTLY MAKE REPAIRS FOLLOWING WRITTEN NOTIFICATION BY GAFMC TO RECTIFY THE DAMAGE AND PRESERVE THE INTEGRITY OF THE ROOF.

THIS GUARANTEE IS EXPRESSLY IN LIEU OF ANY OTHER GUARANTEES AND/OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ANY OTHER OBLIGATIONS OR LIABILITY ON THE PART OF GAF MATERIALS CORPORATION, whether any claim against it is based upon strict liability, negligence, breach of warranty or any other theory or cause of action. In NO event shall GAF Materials Corporation be liable for any CONSEQUENTIAL OR INCIDENTAL DAMAGES of any kind.

NOTE: This Guarantee becomes effective only when bills for installation and supplies have been paid in full to the roofing contractor and materials suppliers, and the Guarantee charge has been paid to GAF Materials Corporation.

FORM 10446 11/96

GAF MATERIALS CORPORATION
1361 ALPS ROAD
WAYNE, NJ 07470

By 
Date May 6, 1997 Authorized Signature