

NEOGARD *Alpha* MAINTENANCE AGREEMENT

The Neogard Division of Jones-Blair and **(Licensed Applicator)**, hereinafter called the "Applicator", jointly and severally guarantee to **(Owner Name)**, hereinafter called "Owner", subject to the terms and conditions of this guarantee, to maintain the integrity of **approximately (Size of Project) squares of (System Applied)** installed by Applicator on the following building(s) or structure(s) **(Project Name and Address)**. The effective period of this guarantee is from **(Completion Date)** to **(Expiration Date)**. Under this maintenance guarantee, Neogard and Applicator agrees to repair leaks or polyurethane foam or membrane failures which are caused by faulty material or workmanship or by ordinary wear and tear, 90 mph wind forces, severe hail damage, in accordance with FMRC simulated hail damage tests, damage caused by birds, and which are not caused by any of the causes excluded from coverage (see reverse side).

It shall be the Owner's responsibility (1) to give Applicator and/or NEOGARD written notice within 30 days following the discovery of any leaks or membrane failure, but in no event later than the expiration date of the guarantee, (2) to secure necessary approval and release of liability from the building occupants who might be affected by the repair operations, and (3) to remove, at Owner's expense, all obstructions from the affected area as determined by NEOGARD or Applicator that would hinder or impede repairs being made in the most expedient and least expensive manner possible.

In consideration of the agreement of NEOGARD and Applicator to make such repairs for the time period specified, the Owner agrees to hold said parties harmless for any property damage or personal injury resulting from leaks, membrane failure, or operations necessary to repair said leaks or membrane failure.

The guarantee period, is shown above; however, neither NEOGARD nor Applicator will be obligated to perform maintenance until all payments and other contractual obligations have been fulfilled. This Agreement will become null and void if any persons not specifically authorized in writing by NEOGARD and Applicator perform any repairs to the installation herein described or if any material is used which is not specifically authorized in writing by NEOGARD. The Licensed Neogard Applicator is an independent contractor of, and should under no circumstances be viewed as an employee or agent of, the Neogard Division of Jones-Blair.

THIS GUARANTEE IS ISSUED IN LIEU OF ALL OTHER GUARANTIES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER OBLIGATIONS AND LIABILITIES ON THE PART OF NEOGARD AND APPLICATOR.

In no event shall NEOGARD or Applicator be liable for any consequential damages or for damages to the building or its contents or injury to its occupants.

This guarantee shall be governed by, and construed in accordance with, the laws of the State of Texas, United States of America.

NEOGARD DIV. of JONES-BLAIR **ALPHA CONTRACTOR**

By: Dennis Bigley Firm: (Licensed Applicator)

Title: Technical Department Manager By: _____

Title: _____

OWNER

Issue No. (Warranty Number) Firm: (Owner Name)

Date: (Date Warranty Issued) By: _____

Title: _____

See Reverse Side

Arbitration

Any controversy relating to the terms of this warranty shall be settled by binding arbitration administered by the American Arbitration Association, and the parties hereto irrevocably consent to such arbitration to be conducted in Dallas, Texas.

Transferability

The rights of the owner to effect an assignment of its rights, interests or obligations under this agreement shall be subject to the following express conditions: (i) the Owner's satisfaction of its obligation to give notice to NEOGARD and to Applicator pursuant to the terms hereof; (ii) the completion by NEOGARD of a full inspection, unrestricted by the Owner, of the premises constituting project building(s) named on this Maintenance Agreement and (iii) the completion of any and all repairs to the premises constituting the project building(s) named on this Maintenance Agreement which are deemed necessary by NEOGARD, in its sole discretion, following such inspection.

Exclusions from Coverage:

- (1) Damage to, or failure of, the membrane in any manner caused or contributed to by:
 - (a) Settlement, cracking, warping, expansion, contraction, deflection, or other movement of the roof deck, roof insulation, walls, foundations or any part of the building greater than 1/16 of an inch at its widest point; or
 - (b) Movement of construction components not furnished by Neogard greater than 1/16 of an inch at its widest point; or
 - (c) Solid or liquid deposits of any substance other than those for which the Neogard system was designed; or
 - (d) Infiltration or condensation of moisture in, through or around the walls, copings, building structure or underlying or surrounding materials.
- (2) Damage to, or failure of, the membrane due to repair, alteration, or modification of the membrane, the membrane foundation or attachments to or projection through the membrane or structures, furniture or equipment placed on the membrane unless authorized by Neogard in writing.

Special Exclusions:
