

# The Roof Authority, Inc.

*"Your Quality Leader"*

State License # CC C056933  
6771 North Old Dixie Highway, Fort Pierce, FL 34946  
(772) 468-7870 • Fax (772) 468-2247  
[www.theroofauthority.com](http://www.theroofauthority.com)

## WATERTIGHT ROOFING SYSTEM WARRANTY

**OWNERS NAME:** Park Shores of Indian River Shores Condominium, Inc.

**OWNERS ADDRESS:** 101 & 103 Park Shores Circle  
Vero Beach, FL 32963

**COMPLETION DATE:** 03/14/2024

**THE ROOF AUTHORITY, INC.**, a Florida Corporation, Warranties to the Owner, that for a period of **Ten (10) Years** from its completion date, The Roof Authority, Inc., will at its expense, up to original cost of installation of the Roofing System, repair or cause to be repaired the Roofing System described in this Warranty to the extent necessary to return the Roofing System to a watertight condition.

### **COVERAGE:**

During this Warranty term, The Roof Authority, Inc., will take appropriate action to repair leaks which may occur through the Roofing System attributable to ordinary wear and tear of the Roofing System or which may be required because of workmanship deficiencies in its application.

### **WHAT TO DO IF YOUR ROOF LEAKS:**

In the event any leak should occur through the Roofing System.

1. Building Owner must notify the corporate office of The Roof Authority, Inc., in writing within thirty (30) days after discovery of any leak.
2. In response to this notification, The Roof Authority, Inc., will arrange inspection of the roof and
  - ( i ) If the leaks are the responsibility of The Roof Authority, Inc., under this warranty, (see limitations), The Roof Authority, Inc., will take the appropriate action to return the Roofing System to a watertight condition and absorb any cost of this action, or
  - ( ii ) If the leaks are not the responsibility of The Roof Authority, Inc., under this warranty, its representatives will advise Building Owner of the type and/or extent of repairs required to be made at the Building Owner's expense which, of the Building Owner properly makes, will permit this warranty to remain in effect for the un-expired portion of its term. Failure to make these repairs in a reasonable fashion will void any further obligation of The Roof Authority, Inc., under this warranty.
3. In the event an emergency exists which requires immediate repair to avoid substantial damage to the building or its contents, the Building Owner may make essential temporary repairs.

**LIMITATIONS:**

**THIS WARRANTY IS NOT A MAINTENANCE AGREEMENT OR AN INSURANCE POLICY.** It does not obligate The Roof Authority, Inc., to repair the Roofing System for leaks resulting from (a) natural disasters including, but not limited to: lightning, windstorm, hailstorm, hurricanes, tornadoes, high wind and gales, (b) misuse, neglect, abuse, materials supplied or installed by others, exposure to damaging substances such as oil, solvents, etc., or unauthorized alterations of the Roofing System or the building's usage, (c) failure or its substrate, or, (d) improper drainage, (e) lack of recommended maintenance. The Roof Authority, Inc., shall have no obligation under this Warranty until all bills for installation, service, and materials have been paid in full to The Roof Authority, Inc. The Owner will, at his expense, initiate an ongoing maintenance program, to include annual inspections of the Roofing System and the proper maintenance of pitch pans, roof drains, and other miscellaneous items necessary to maintain the serviceability of the Roofing System. If this Roofing System is covered under a manufacturer's Warranty/Guarantee, The Roof Authority, Inc's, liability under this Warranty is second to the Manufacturer's liability under its Warranty/Guarantee. This Warranty shall only accrue to and be for the benefit of the original Owner named herein, and is NOT assignable or transferable without prior written approval and inspection by The Roof Authority, Inc. (f) If disputed, a binding arbitration will be scheduled in St. Lucie County.

**TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE ROOF AUTHORITY, INC., DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR LIMITS SUCH WARRANTY TO THE DURATION AND TO THE EXTENT OF THE EXPRESS WARRANTY REPRESENTED BY THIS WARRANTY. THE ROOF AUTHORITY, INC., EXCLUSIVE RESPONSIBILITY AND LIABILITY UNDER THIS WARRANTY IS TO MAKE REPAIRS THAT MAY BE NECESSARY TO MAINTAIN THE ROOFING SYSTEM IN A WATERTIGHT CONDITION IN ACCORDANCE WITH THE OBLIGATIONS WHICH ARE THE ROOF AUTHORITY INC., RESPONSIBILITY UNDER THIS WARRANTY. THE ROOF AUTHORITY INC., WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE STRUCTURE (UPON WHICH THE ROOFING SYSTEM IS AFFIXED) OR ITS CONTENTS, LOSS OF TIME OR PROFITS OR ANY INCONVENIENCE. THE ROOF AUTHORITY, INC., SHALL NOT BE LIABLE FOR ANY DAMAGES WHICH ARE BASED UPON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY OTHER THAN THE EXCLUSIVE LIABILITY SET FORTH IN THIS WARRANTY, INCIDENTAL AND CONSEQUENTIAL DAMAGES SHALL NOT BE RECOVERABLE EVEN IF THE REMEDIES OR THE ACTIONS PROVIDED FOR HEREIN FAIL OF THEIR PURPOSE.**

**NO ONE IS AUTHORIZED TO CHANGE, ALTER, OR MODIFY THE PROVISIONS OF THIS WARRANTY OTHER THAN A CORPORATE OFFICER OF THE ROOF AUTHORITY, INC. - LOCATED AT THE ROOF AUTHORITY, INC. HEADQUARTERS IN FORT PIERCE, FLORIDA.**

Because The Roof Authority, Inc., does not practice Engineering or Architecture, neither the issuance of this Warranty or any review of the Building's construction or inspection of the roof plans (or the Building's roof deck) by The Roof Authority, Inc., representatives shall constitute any warranty buy The Roof Authority, Inc., of such plans, specifications and construction or in any way constitute an extension of the terms and conditions of this Warranty.

THIS WARRANTEE SHALL BE IN LIEU OF ANY AND ALL OTHER GUARANTEES EXPRESSED OR IMPLIED INCLUDING ANY IMPLIED GUARANTEE OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

**IN WITNESS WHEREOF, THE ROOF AUTHORITY, INC.,** has caused this Warranty to be duly executed and issues to cover the Roofing System described in this Warranty.

**THE ROOF AUTHORITY, INC.**  
6771 North Old Dixie Highway  
Fort Pierce, FL 34946  
(772) 468-7870

**OWNER:**

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**\*NOT VALID UNLESS COUNTERSIGNED BY THE OWNER AND COPY RETURNED TO THE ROOF AUTHORITY, INC., WITHIN 30 DAYS OF RECEIPT.**

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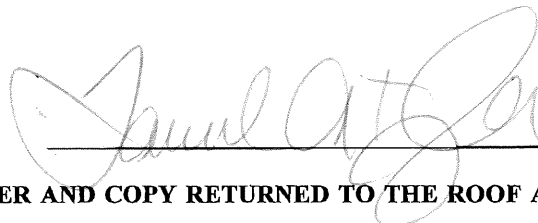
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**OWNER:**

Loretta Long, V.P.



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