

Roofing Guarantee

Turner Roofing Co., Inc

Whereas

of 11150 Pulaski Highway, White Marsh, MD 21162
herein called "the Contractor," has completed application of the following roof:

Owner: NEWBURY STREET LLC

Address of owner: 5618 NEWBURY ST., BALTIMORE, MD. 21209

Type and name of building: COMMERCIAL

Location: 5618 NEWBURY ST., BALTIMORE, MD. 21209

Area of roof: ROOFING AND SHEET METAL

Date of completion: 9-6-2021

Date guarantee expires: 9-6-2031

Whereas, at the inception of such work the Contractor agreed to guarantee the aforesaid roof against faulty workmanship for a limited period and subject to the conditions herein set forth:

Now, Therefore, the Contractor hereby Guarantees, subject to the conditions herein set forth, that during a period of 10 YEARS from the date of completion of said roof, it will, at its own cost and expense, make or cause to be made such repairs to said roof and flashing resulting solely from faults or defects in workmanship applied by or through the Contractor but not to exceed the Owner's original cost of the installed roof over the life of this warranty.

This guarantee is made subject to the following conditions:

1. Specifically excluded from this guarantee is any and all damage to said roof, the building or contents caused by the acts or omissions of other trades or contractors; lightning, windstorm, hailstorm, or other unusual phenomena of the elements; foundation settlement; failure, deflections or cracking of the roof deck; defects or failure or material used as a roof base over which the roof is applied, faulty construction or parapet walls, copings, chimneys, skylights, vents, supports, or other parts of the building; vapor condensation beneath the roof; penetrations for pitch boxes; or fire. If the roof is damaged by reason of any other foregoing this guarantee shall thereupon become null and void for the balance of the guarantee period unless such damage is repaired by the Contractor at the expense of the party requesting such repairs.
2. The Contractor is not liable for consequential damages to the building or contents resulting from any defects in said roof or flashing.
3. No work shall be done on said roof, including, but without limitation, work in connection with flues, vents, drains, sign braces, railings, platforms or other equipment fastened or to set on the roof, and no repairs or alterations shall be made to said roof, unless the Contractor shall be first notified, shall be given the opportunity to make the necessary roofing application recommendations with respect thereto, and such recommendations are complied with. Failure to observe this condition shall render this guarantee null and void. The Contractor shall be paid for time and material expended in making recommendations or repairs occasioned by the work of others on said roof.
4. This guarantee shall become null and void if the roof is used as a promenade or work deck or is sprayed or flooded, unless such use was originally specified and the specification is noted in paragraph 8 below.
5. This guarantee shall not be or become effective unless and until the Contractor has been paid in full for said roof in accordance with the agreement pursuant to which such roof was applied.
6. This guarantee shall become null and void unless the Contractor is promptly notified of any alleged defect in workmanship and provided an opportunity to inspect the roof.
7. This guarantee is in lieu of all other guarantees or warranties, express or implied. THERE ARE NO WARRANTIES OR GUARANTEE WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF, GUARANTEE IS NOT TRANSFERABLE.
8. Additional conditions or exclusions

In Witness Whereof, this instrument has been duly executed this 6TH day of SEPT. 2021

TURNER ROOFING CO., INC.

By 

FIRESTONE WARRANTY GENERAL TERMS, CONDITIONS, AND LIMITATIONS



Warranty No: 700411958
Project No: 4085022
Start Date: 09/06/2021

Building Identification: 5618 NEWBURY ST
Building Address: 5618 Newbury St, Baltimore, MD 21209-3604
Building Owner: NEWBURY STREET LLC.
Installing Contractor: TURNER ROOFING COMPANY INC, 40001023

Subject to the terms, conditions, and limitations set forth herein, Firestone Building Products Company, LLC, an Indiana limited liability company ("Firestone"), provides the Building Owner ("Owner") named above with this Limited Warranty for the Firestone provided System(s) or Material(s) set forth herein. This Warranty consists of multiple pages, all of which comprise the express terms and conditions of the warranty herein. Additional requirements, terms, conditions, exceptions, and limitations are defined in subsequent pages. In the event that any inconsistencies exist between the General Terms, Conditions, and Limitations listed below and the Terms, Conditions, and Limitations in subsequent pages, the subsequent pages will prevail.

GENERAL TERMS, CONDITIONS, AND LIMITATIONS

Payment Required. Firestone shall have no obligation under this Limited Warranty unless and until Firestone and the licensed applicator have been paid in full for all materials, supplies, services, approved written change orders, warranty costs and other costs which are included in, or incidental to, the System or Materials. In the event that repairs not covered by this Limited Warranty are necessary in the future, Firestone reserves the right to suspend this Limited Warranty until such repairs have been completed and the licensed applicator and/or Firestone has been paid in full for such repairs.

Exclusions. Firestone shall have no obligation under this Limited Warranty, or any other liability, now or in the future if a claim or damage is caused by: Natural forces, disasters, or acts of God including, but not limited to, fires, hurricanes, tornadoes, downbursts, wind-blown debris, lightning, earthquakes, volcanic activity, atomic radiation, insects or animals; Act(s), conduct or omission(s) by any person, or act(s) of war, terrorism or vandalism, which damage the System or Material or which impair the System or Material's ability to perform properly; Failure by the Owner to use reasonable care in maintaining the System or Material, said maintenance to include, but not be limited to, those items listed in the current version of the Firestone Building Owner's Manual available at www.firestonebpc.com in the Building Owner's Toolbox; Deterioration, defects or failure of building components, including, but not limited to, the substrates, structural elements, walls, mortar, HVAC units, skylights, foundation settlement, etc.; Construction generated moisture, condensation or infiltration of moisture in, from, through, or around the walls, copings, rooftop hardware or equipment, skylights, building structure or underlying or surrounding materials; Acid, oil, harmful chemicals, or the reaction between them; Alterations or repairs to the System or Materials that are not completed in accordance with Firestone's published specifications, not completed by a Firestone licensed applicator, and/or completed without proper notice to Firestone; The design of the system: Firestone does not undertake any analysis of the architecture or engineering required to evaluate what type of System, Installation or Material is appropriate for a building and makes no warranty express or implied as to the suitability of its Products for any particular structure; such a determination is the responsibility of the architect, engineer or design professional; Improper selection of materials for the assembly or the failure to accurately calculate wind uplift and/or applicable design loads; Deterioration to metal materials and accessories caused by marine salt water, atmosphere, or by regular spray of either salt or fresh water; Failure of any non-Firestone brand materials used in the Firestone System or Installation not specifically accepted in writing by Firestone to be included in coverage; Change in building use or purpose; Failure by the Firestone licensed applicator or any additional contractor or subcontractor to follow Firestone's recommended installation instructions or approved specifications or drawings for the layout, design and installation of the System or Materials. It shall be the Firestone licensed applicator's sole and exclusive responsibility to strictly follow Firestone's recommended installation instructions or approved specifications or drawings for the layout, design and installation of the System or Materials; or, Failure to correct all installation deficiencies listed in any Firestone inspection report.

Overburden. Owner shall be responsible for the costs associated with the removal and replacement, as well as any damage caused by the removal and replacement, of any overburden, superstrata or overlays, either permanent or temporary, which include but are not limited to: structures or assemblies added after installation, fixtures or utilities on or through the System or Material, support platforms or bases for Photovoltaic (PV) Arrays (aka - Solar Panels), Garden Roofs, Decks, Patios or any other obstacles that impede access, clear observation, investigation, and repair of the System or Materials, excluding ballast or pavers accepted by Firestone or overburden specifically included in subsequent pages of this Warranty.

Term. The term of this Limited Warranty shall be for the period set forth above and in subsequent pages of this document and shall not be extended under any circumstances without Firestone's written approval.

Access. During the term of this Limited Warranty, Firestone's employees or designees shall have free access to the building for inspection, audit, or repair purposes during regular business hours. In the event that access is limited due to security or other restrictions, Owner shall reimburse Firestone for all reasonable cost incurred during inspection and/or repair of the System or Material that are due to delays associated with said restrictions.

Waiver & Severability. Firestone's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty. If any portion of this Limited Warranty is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force to the fullest extent permitted by law.

Disputes. Any dispute, controversy, or claim between Owner and Firestone concerning this Limited Warranty or relating to any material(s) supplied by or required by Firestone shall be submitted to mediation in Davidson County, Tennessee. In the event that Owner and Firestone do not resolve the dispute, controversy, or claim in mediation, Owner and Firestone agree that neither party will commence or prosecute any suit, proceeding, or claim other than in the state and federal courts in Davidson County, Tennessee. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts. Owner hereby releases Firestone from all liability to Owner's insurance carrier or to anyone claiming under or through Owner by reason of subrogation or otherwise.

Governing Law. This Limited Warranty shall be governed by and construed in accordance with the laws of the state of Tennessee without regard to its rules on conflicts of laws.

FIRESTONE DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT WERE NOT FURNISHED BY FIRESTONE. FIRESTONE SPECIFICALLY DISCLAIMS LIABILITY UNDER ANY THEORY OF LAW ARISING OUT OF THE INSTALLATION OF, PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY FIRESTONE. THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND FIRESTONE HEREBY DISCLAIMS ALL SUCH WARRANTIES. THIS LIMITED WARRANTY SHALL BE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST FIRESTONE AND FIRESTONE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGES TO THE BUILDING OR ITS CONTENTS, SUBSTRATES, OR THE ROOF DECK. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF FIRESTONE. NO OTHER PERSON HAS ANY AUTHORITY TO BIND FIRESTONE WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

THIS WARRANTY INSTRUMENT CONSISTS OF MULTIPLE PAGES, ALL OF WHICH ARE PART OF THIS DOCUMENT.
ADDITIONAL REQUIREMENTS ARE DEFINED ON SUBSEQUENT PAGES.

200 4th Avenue South, Nashville, TN 37201
1-800-428-4442
www.firestonebpc.com

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1001.001.2021

Firestone
Firestone Building Products



FIRESTONE WARRANTY CONTRACT SUMMARY

Warranty No: 700411958
Project No: 4085022
Start Date: 09/06/2021

Building Identification: 5618 NEWBURY ST
Building Address: 5618 Newbury St, Baltimore, MD 21209-3604
Building Owner: NEWBURY STREET LLC.
Roofing Contractor: TURNER ROOFING COMPANY INC, 40001023

MAIN

Firestone Red Shield - TPO - 20 Year - 55 mph

Square Footage: 2,200

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1002.001.2015

Firestone
Firestone Building Products



Farnen & Dermer
10500 Reisterstown Rd, Owings Mills, Maryland
21117 United States
(410)-902-0020

Invoice 38172849
Invoice Date 7/6/2021
Completed Date 7/6/2021
Customer PO

Billing Address
Newbury Street LLC
11890 Preservation Lane
Boca Raton, FL 33498 USA

Job Address
Iyana
5616 Newbury Street
Baltimore, MD 21209 USA

Description of Work

Remove and dispose of the existing heating and cooling system and install an American Standard system. Install an American Standard 14 SEER Air Conditioner, unit to be mounted on the roof. Install a 60 AMP non-fused disconnect. Install an American Standard indoor evaporator coil, unit to be equipped with a thermal expansion valve. Install an American Standard High Efficiency gas furnace with a high-efficiency ECM blower motor. Reconstruct the gas-line and tie into the new furnace. Tie into the existing ductwork, electrical, and refrigeration lines. We will purify the refrigeration linesets with RX-11 flush. Reconstruct the condensation drain line and install a condensate shut-off device coming from the indoor evaporator coil. Job is complete and includes all parts and labor to make the system operational. Equipment manufactured by Trane Technologies.

American Standard gas furnace: S8B1B080
American Standard 2.5 ton horizontal evaporator coil
American Standard outdoor AC: 4A7A4030: 2.5 ton, 14 Seer

Installation qualifies for Wells Fargo 18 Months 0% Financing.

***Unit was struck by lightning and is beyond repair. System needs to be replaced.

Warranty: 10 Years on all parts, 5 Years on all labor

Task #	Description	Quantity	Your Price	Your Total
TFAC2.514808	This system includes an American Standard 80,000 BTU 80% gas furnace with a 2.5 ton 14 AC system.	1.00	\$11,789.00	\$11,789.00
Silver 14 2.5 Ton AC	14 SEER Silver 14 AC (2.5 Ton)	1.00	\$0.00	\$0.00
American Standard 4A7A4030L1000A 21153RFL3F				
4PXC-U 2.5 Ton AMER STD	4PXC Upflow Cased Coils 2.5 Ton	1.00	\$0.00	\$0.00
American Standard 4PXCUBU30BS3HAA 2110312Y5G				
S-Series 80,000 BTU AMER 80% AFUE Furnace - Upflow/Downflow/Horizontal (Left or Right) 80,000 BTU STD		1.00	\$0.00	\$0.00
American Standard S8B1B080M4PSBAA 21055NSYHG				

Paid On	Type	Memo	Amount
7/1/2021	Visa		\$4,104.00
7/6/2021	Visa		\$7,685.00

Sub-Total	\$11,789.00
Tax	\$0.00
Total Due	\$11,789.00
Payment	\$11,789.00

Balance Due \$0.00

Thank you for choosing Farnen & Dermer

Invoice is agreed and acknowledged. Payment is due upon receipt. A service fee will be charged for any returned checks, and a financing fee of 1% per month shall be applied for overdue amounts. Purchaser agrees to pay all costs of collections, including attorney's fees.

Free that all work performed by Farnen & Dermer: The Comfort Guys has been completed in a satisfactory and workmanlike manner.