



No BS Green Roof System Warranty

Project Name: _____

Address: _____

Effective Date: _____

Warrantor: **Furbish Company, LLC ("Furbish")**
3430 2nd Street, Suite 100
Baltimore, MD 21225
(443) 874-7465

Owner: _____ (**"Owner"**)

Address: _____

Note: Edit text in blue. (Delete this line.)

Green Roof Assembly: All components above the [roofing membrane \(conventional roof configuration\)](#) or [insulation \(protected roof configuration\)](#). Components specific to this project include:

- Variety of [cuttings] [and] [plugs] of Sedum and other plant species
- Sedum mats
- Growth media
- Filter fabric
- Water retention layer
- Drainage sheet / air layer
- Root Barrier
- Protection fabric
- Geocellular soil confinement
- Roof drain inspection boxes
- Gravel roof ballast

TERM OF COVERAGE

System Components	X Years
Workmanship	2 Years
Overburden Removal and Replacement	X Years
Plant Viability	5 Years

Terms commence upon Substantial Completion.

Note: The sample warranty shown is a green roof warranty issued directly from Furbish, separate from the roofing/waterproofing warranty.

Please note that EcoCline is available with a single source warranty in combination with TPO, PVC, KEE, and HRA membranes. Call 443.874.7465 or email info@furbishco.com for details in your area.

WARRANTY COVERAGE

Warrantor warrants to the Owner, that, subject to all the terms, conditions and limitations stated herein, that this warranty covers:

System Components

During the System Component Warranty, Warrantor will repair flaws which impair the capability of the Green Roof Assembly to support a robust vegetative cover, provided these flaws originate from material defects, improper assembly, incompatibility between components, or deterioration. Warrantor warrants for the same term that Green Roof Assembly will not deteriorate due to UV degradation, that growing medium will retain rainwater within the plant's root zone, and that system components will allow excess water to drain from roof.

At its discretion, Warrantor may choose to replace a defective Green Roof Assembly in whole or in part or reimburse the Owner for the residual value of the work. The residual value will be assessed as the cost of replacement, less XX% (100 divided by the duration of the warranty) for each 12-month period, following substantial completion of the Green Roof Assembly.

Workmanship

The Warrantor hereby extends a separate Workmanship Warranty covering workmanship and maintenance-related activities and components that shall be repaired or removed and replaced at no cost to the Owner if, during the Workmanship Warranty period, they are determined to be defective or not in accordance with contract documents.

If a leak is detected within the first 12 months after installation and if the leak is determined to be the result of (1) defective workmanship of the Warrantor or (2) any activities of the Warrantor, its technicians or representatives, then Warrantor shall be responsible for (1) exploring for leaks, (2) uncovering the area at its own cost, (3) the cost of repair of the damage, and (4) restoration of the disrupted portions of the Green Roof Assembly. This Workmanship Warranty also includes a guaranty to replace plant materials as needed to maintain at the specified foliage coverage rate. Cover rates shall be estimated separately for each 400 square-foot grid of the vegetated surface.

Overburden Removal and Replacement

The Warrantor hereby extends a separate Overburden Removal and Replacement Warranty, which is in addition to the 12-month overburden warranty described as a component of the Workmanship Warranty. The Overburden Removal and Replacement Warranty is contingent upon accurate leak location by others (such as via electronic vector field mapping (EFVM), or another leak detection system approved by the Warrantor).

If a leak is detected below the Green Roof Assembly, Warrantor agrees to uncover portions of the roofing system as necessary to access the leak. This warranty does not apply to the removal and replacement of non-vegetated overburden systems outside the vegetated area. This warranty does not include wholesale removal of the green roof.

If, at Warrantor's reasonable discretion, the site investigation demonstrates that the leak is the result of defects in the materials of the Green Roof Assembly, defective workmanship, or activities of Warrantor, then Warrantor shall be responsible for the reasonable costs of leak detection and repairs to the roofing membrane.

Following repair of leak, Warrantor will re-install the green roof system and plantings over the repaired roofing membrane.

Plant Viability

Warrantor hereby extends a warranty for plant viability and surface erosion control. Warrantor will and ensure appropriate plant coverage provided that such warranty does not apply to events or factors outside of Warrantor's reasonable control (including, but not limited to, hurricanes, tornadoes, Acts of God, toxic discharges from rooftop equipment, damage caused by other trades, foot traffic unrelated to green roof maintenance, events occurring on the vegetated areas, window washing runoff, etc.). The appearance of the Green Roof Assembly should be expected to change over the years. A process of natural succession will result in the botanical evolution of the vegetated cover; consequently, the future distribution of plants species cannot be accurately predicted.

Warranty for plant viability may be extended coterminous with continuously running maintenance services contracted beyond the initial warranty period.

TERMS, CONDITIONS, LIMITATIONS

1. Conditions precedent to warranty being in full force and effect include:
 - the underlying roofing system has been tested and certified by the roofing manufacturer [or Owner] as being water-tight and compatible with the Green Roof Assembly,
 - repair and warranty services for Green Roof Assembly shall be performed by Warrantor,
 - all invoices for materials, installation, and services have been paid in full, and
 - roofing or waterproofing leak has been accurately located removal and replacement of overburden commences.
2. Owner will confirm any damage or defect in writing to Warrantor within one (1) business day of discovery.
3. If, as determined by Warrantor's inspection thereof, the problem is caused by a defect in components of the Green Roof Assembly, then Warrantor shall affect repairs. Warrantor's liability shall be limited to repair of defective or damaged components of the Green Roof Assembly and to its restoration. The decision of Warrantor with respect to repairs shall be final and binding.
4. Leaks in the roofing system resulting from the following conditions will not be regarded as the responsibility or liability of Warrantor:
 - Failure of a seam,
 - Improper roofing, membrane or roofing assembly,
 - Assembly that is inconsistent with the as-built construction documents,
 - Root penetrations, provided that roofing manufacturer approved the resistance of the installed system,
 - Inferior or degraded roofing membrane,
 - Settlement, distortion, or cracking of the roof deck, walls, or foundation of the building, or
 - Punctures and abuse associated with the activities of others.
5. Warrantor does not warrant performance of the roofing system or any of its components.
6. During the period of this warranty, Warrantor, its agents and employees, shall have free access to inspect the roof during regular business hours with reasonable advance notice for scheduling such inspection.
7. As appropriate, independent warranties will be issued for specific mechanic/electronic systems, such as irrigation equipment, supplied by Warrantor. A separate warranty will be provided by the [roofing applicator and or roofing manufacturer](#).
8. Warrantor will not accept responsibility or liability for damage resulting from proscribed activities by others, including:
 - Failure to comply with Maintenance Plan described herein,
 - Use of sharp or metal-edged tools in maintaining the cover vegetation (e.g., shovels, hand spades, trowels, weeders, hand cultivators), or placement of lawn staples as part of any activity on the roof, including irrigation installation,
 - A deficient, pre-existing condition or equipment is causing water entry,

- Any construction subsequent to the installation of the Green Roof Assembly that has not been authorized in writing by Warrantor, including, but not limited to the installation of decks, planters, irrigation systems, air conditioner condensers, pavers, or skylights. The Owner must promptly notify Warrantor in writing about any proposed alterations, additions or changes of any kind that will affect the Green Roof Assembly,
 - Alterations or repairs made on or through the completed Green Roof Assembly, or objects, such as, but not limited to, fixtures, equipment, or structures that are placed on or attached to the completed Green Roof Assembly without first obtaining written authorization from Warrantor,
 - Removal of any portion of the cover system (including the uprooting of plants) without prior written notification of Warrantor,
 - Pedestrian travel or recreational use, except in areas specifically designated for these purposes,
 - Act of negligence, accident, or misuse including, but not limited to vandalism, and falling objects,
 - A significant change in the use of the building by the Owner or Its lessee expected by Warrantor to affect the Green Roof Assembly as originally installed,
 - A loss of integrity of the building envelope and/or structure, including, but not limited to partial or completed loss of roof decking, wall siding, windows, doors, or other envelope components, or Green Roof Assembly damage by wind-blown objects.
9. Warrantor cannot accept responsibility or liability for damage caused by lightning, gale, hurricane, tornado, earthquake or any act of God or other unusual action of the elements.
10. Maintenance of a healthy foliage cover is essential to the long-term performance of the Green Roof Assembly. Failure to maintain a robust foliage cover may result in loss of media to wind scour, reduction in runoff management function, or deterioration of components due to UV exposure. Preservation of a robust foliage cover will require ongoing and regular maintenance.
- After the termination of the Plant Viability warranty and subsequent warranty extensions, the Owner may elect to assume responsibility for on-going maintenance. In the absence of documentation from the Owner demonstrating compliance with the Maintenance Plan, this warranty will be voided, and damage or deterioration of the Green Roof Assembly resulting from the failure to maintain the Green Roof Assembly will not be the responsibility or liability of Warrantor.
11. This warranty is given in lieu of all other warranties, expressed or implied, including any warranty of merchantability or fitness for a particular purpose. The remedies stated herein are exclusive remedies, and Warrantor and its licensee, shall not be responsible or liable for any indirect consequential or incidental damages or further loss of any kind whatsoever, including, but not limited to, damage to the building on which the components of the roof are situated, damage to the contents thereof, or any other property or persons.
12. This warranty is extended solely and exclusively to the Owner of the building at the time the Green Roof Assembly is installed. It does not extend, nor is it otherwise assignable or transferable to any other party unless approved in advance and in writing by Warrantor and the costs to process the transfer and to inspect and repair the Green Roof Assembly, if necessary, are paid for by the original Owner.
13. Any controversy or claim arising out of or relating to this warranty shall be settled by arbitration in the State of Maryland, by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules, and judgment upon the arbitration award may be entered in any court having jurisdiction thereof.
14. The failure of Warrantor at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision.

Issued by: _____ Date _____

Furbish Company, LLC
Michael Furbish, Managing Member