



Understanding Your JM Peak Advantage® Guarantee

Johns Manville Peak Advantage Guarantees are some of the strongest in the industry. However, many owners are not aware of what is and is not covered in the guarantee. It is always good practice to carefully read the guarantee document received from the installing contractor to truly understand the complete terms and conditions of the JM Peak Advantage Guarantee.



What Is Covered?

The Peak Advantage Guarantee promises that for a defined period of time JM will pay for repairs to stop leaks resulting from natural deterioration of the materials or poor workmanship in applying the guaranteed materials. The owner agrees to notify JM in writing of any defects or of any proposed changes to the roof, and also agrees to properly maintain the roof.

The Peak Advantage Guarantee covers leaks from the following causes (except where caused by the exclusions in the paragraph that indicates what is NOT covered by the roof guarantee):

1. Natural deterioration and workmanship of the membrane, membrane flashings, and roof insulation (if supplied by JM).
2. Blisters and bare spots.
3. Fishmouths.
4. Ridges.
5. Splits, unless due to movement or failure of the substrate, abuse or negligence.
6. Buckles and wrinkles.
7. Slippage of the roof membrane or flashing.
8. Repairs due to local wind gusts less than or equal to 55 mph (88 km/h).

What is NOT Covered by Roof Guarantees?

To better protect and maintain your roofing asset, it is important to understand what is not covered by the guarantee:

- Roof maintenance for corrections of conditions other than leaks covered under the guarantee. Roof coatings are maintenance items and should be recoated every two to five years, or as needed.
- Natural disasters such as, but not limited to, windstorm, hail, flood, hurricane, lightning, tornado, earthquake, vermin or other phenomena of the elements.
- Structural defects or failures.
- Damage to building or its contents.
- Changes in building usage (including vegetative and solar overlays) unless preapproved by JM in writing.
- Damage resulting from any new installation on, through or adjacent to the roofing membrane.
- Repairs or other applications to the membrane or flashing after date of completion unless performed in a manner acceptable to JM.

- Damage to or resulting from any material used as a roof or wall base over which a JM roof system is applied.
- Damage to or resulting from any material used as insulation unless the insulation is supplied by JM.
- Damage resulting from foot traffic or storage of material on the roof surface, or any physical abuse.
- Damage resulting from infiltration of moisture in, through or around walls, copings, penetrations, building structure or underlying or surrounding areas.
- Damage due to improper drainage (ponding water) on all systems except PVC and TPO membranes.
- Damage due to movement or deterioration of non-JM metal components adjacent to or incorporated into the roof.
- Condensation.
- Performance of pre-existing materials that predate a re-cover.
- Any other exclusion contained in the most current guarantee document.

Guarantee Transfer Information


If the ownership of the building is changing, it is important to ensure that the guarantee is transferred. The guarantee does not automatically transfer with the sale or purchase of the building. Transfer of the guarantee is solely at the discretion of Johns Manville.




In order to transfer the guarantee, the following conditions must be met:

1. The roof must be inspected and accepted by a Johns Manville Technical Representative.
2. An administrative fee (1-500 squares: \$750; 501-1,000 squares: \$1,000; over 1,000 squares: \$0.01 per SF) is required prior to the transfer/reinspection. If payment is not received within 30 days from the request for transfer, the guarantee will be inactive.
3. The roofing system must be returned to a suitable condition, per Johns Manville specifications, before the re-issuance of the guarantee.
 - Please note that any necessary repairs must be completed by a JM Peak Advantage Contractor at the expense of the owner.
 - If the signed and dated punch list issued is not received by JM within 60 days from the date it is issued, JM will assume that the repairs have not been completed and the guarantee will be inactive.

An example of an actual guarantee may be found below.

Commercial/Industrial Roofing Systems	
Johns Manville	
Peak Advantage Guarantee	
	
Building Owner Specimen Specimen, CO 80127	Guarantee Number: ANT111081616
Building Name Specimen Address Specimen, CO 80127	Date of Completion: 9/7/2010
Approved Roofing Contractor JM Approved Contractor 123 Main Street Denver, CO 11111	Terms & Maximum Monetary Obligation to Maintain a Watertight Roofing System. Years: 20 \$: No Dollar Limit
Coverage The components of the Roofing System covered by this Guarantee are: Membrane Spec. and Type: Addressed-STREX Insulation Type: None, None, None Accessories (Type and Quantity):	Total Squares: 1 TPO
<p>These Johns Manville Guaranteed components are referred to below as the "Roofing System" and ALL OTHER COMPONENTS OF THE OWNER'S BUILDING ARE EXCLUDED FROM THE TERMS OF THIS GUARANTEE, including any amendments thereto.</p> <p>Johns Manville guarantees to the original Building Owner that during the Term commencing with the Date of Completion (as defined above), JM will pay for the materials and labor reasonably required in Johns Manville's sole and absolute discretion to repair the Roofing System to return it to a watertight condition if leaks occur due to: ordinary wear and tear, or deficiencies in any or all of the Johns Manville component materials of the Roofing System, or workmanship deficiencies only to the extent they arise solely out of the application of the Roofing System. Non-leaking blisters are specifically excluded from coverage. Should any investigation or inspection reveal the cause of a reported leak to be outside the scope of coverage under this Guarantee, then all such investigation and inspection costs shall be borne solely by the Building Owner.</p> <p>WHAT TO DO IF YOUR ROOF LEAKS If you should have a roof leak please refer to directions on the reverse side. Failure by the Building Owner to comply with any of the directions on the reverse side of this document will render the coverage provided under this Guarantee, including any applicable amendments and/or riders, null and void.</p> <p>LIMITATIONS AND EXCLUSIONS This Guarantee is not a maintenance agreement or an insurance policy; therefore, routine inspections and maintenance are the Building Owner's sole responsibility (see reverse side of this document). Failure to follow the Maintenance Program on the reverse side of this document will void the Guarantee in its entirety. This Guarantee does not obligate JM to repair or replace the Roofing System, or any part of the Roofing System, for leaks or appearance issues resulting, in whole or in part, from any of the following: (a) natural disasters including but not limited to the direct or indirect effect of lightning, flood, hail storm, earthquake, tornado, hurricanes or other extraneous natural occurrences and/or wind speeds in excess of 75 miles per hour; (b) misuse, abuse, neglect or negligence; (c) installation or material failures other than those caused by JM; (d) damage to the Roofing System or components of the Roofing System caused by third parties, including but not limited to, structures, power lines, lightning or utilities (including vegetation and solar collectors) based upon or through the Roofing System as well as any (i) changes to the Building or usage that are not approved in writing by JM; (ii) failure of the Building substrate (mechanical, structural, or otherwise) and/or whether resulting from Building movement, shrinkage or other causes; or (iii) damage; (f) defects in or faulty/improper design, specification, construction or engineering of the Building or any area over which the Roofing System is installed; (g) failure to install, or failure to follow proper architectural, engineering or design flaws of the Roofing System or Building, including, but not limited to, design issues, design errors or improper installation; (h) building code compliance; or (i) in instances of a re-roof project, Johns Manville is not responsible for the performance of pre-existing materials, workmanship, or coverage. Instead, Johns Manville's sole responsibility in re-roof systems where JM materials are adhered to existing materials is limited to the removal of the existing materials up to the wind speed listed herein. Guarantee coverage is limited to replacing/recover JM Roofing materials only and not the pre-existing materials - which is not JM's responsibility as required to return the roofing system to a watertight condition due to a claim covered under the terms of this Guarantee. Johns Manville is not responsible for leaks, injuries or damages resulting from any water entry from any portion of the Building structure not a part of the Roofing System, including but not limited to, deterioration of the roofing substrate, walls, mortar joints, HVAC units and all other non-Johns Manville materials and metal components. Moreover, JM does not warrant the safety and absolute responsibility for any removal and/or replacement of any overburden, superstrata or overlays, in any form whatsoever, reasonably necessary to expose the Roofing System for inspection and/or repair.</p> <p>This Guarantee becomes effective when (1) it is delivered to Owner; and (2) all bills for installation, materials, and services have been paid in full to the approved Roofing contractor and/or JM. Until that time, this Guarantee is not in force, has no effect - and JM has no obligation whatsoever to perform any work under it.</p> <p>The Parties agree that any controversy or claim relating to this Guarantee shall be first subject to mediation under the Construction Industry Arbitration and Mediation Rules of the American Arbitration Association (Regular Track Procedures) or to such other dispute resolution process mutually agreed. No court shall have jurisdiction until the mediation is completed. In any action or proceeding brought against the Building Owner to enforce this Guarantee or to collect compensation therefor, Johns Manville shall be entitled to recover its reasonable costs, expenses and fees (including attorneys' fees) incurred in such action or proceeding, without limitation, attorneys' fees and expenses, and the Building Owner shall pay it.</p> <p>TO THE FULLEST EXTENT PERMITTED BY LAW, JM DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND LIMITS SUCH WARRANTY TO THE EXTENT OF THE EXPRESS WARRANTY CONTAINED IN THIS GUARANTEE.</p> <p>THE EXCLUSIVE RESPONSIBILITY AND LIABILITY OF JM UNDER THIS GUARANTEE IS TO MAKE REPAIRS OR REPLACE OR RECOVER THE ROOFING SYSTEM IN A WATERTIGHT CONDITION IN ACCORDANCE WITH THE OBLIGATIONS OF THIS GUARANTEE. JM AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE BUILDING OR STRUCTURE UPON WHICH THE ROOFING SYSTEM IS AFFIXED OR ITS CONTENTS OR OCCUPANTS, LOSS OF TIME, LOSS OF PROFITS OR ANY DISCONVENIENCE, INJURY, OR DEATH. JM SHALL NOT BE LIABLE FOR ANY CLAIM MADE AGAINST THE BUILDING OWNER BY ANY THIRD PARTY AND THE BUILDING OWNER SHALL INDEMNIFY AND DEFEND JM AGAINST ANY CLAIM BROUGHT BY ANY THIRD PARTY AGAINST JM OR ANY OF ITS AFFILIATES OR ARISING OUT OF OR FROM THE ROOFING SYSTEM OR JM'S OBLIGATIONS UNDER THIS GUARANTEE. JM AND ITS AFFILIATES 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 GUARANTEE. THIS GUARANTEE DOES NOT COVER, AND EXPLICITLY EXCLUDES ANY AND ALL INJURIES, CLAIMS AND DAMAGES RESULTING, IN WHOLE OR IN PART, FROM ANY WATER ENTRY FROM ANY PORTION OF THE BUILDING STRUCTURE INCLUDING, BUT NOT LIMITED TO, THE ROOFING SYSTEM.</p> <p>continued on next page"</p>	

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Building Name Specimen Address Specimen, CO 80127	
Approved Roofing Contractor JM Approved Contractor 123 Main Street Denver, CO 11111	
<p>No one is authorized to change, alter, or modify the provision of this Guarantee other than the Manager, Guarantee Services Unit or authorized delegate. JM's delay or failure in enforcing the terms and conditions contained in this Guarantee shall not operate as a waiver of such terms and conditions. This Guarantee is solely for the benefit of the Building Owner identified above and Building Owner's rights hereunder are not assignable. Upon sale or other transfer of the Building, Building Owner may request transfer of this Guarantee to the new owner, and JM may transfer this Guarantee, in its sole and absolute discretion only after receiving satisfactory information and payment of a transfer fee, which must be paid no later than 30 days after the date of Building ownership transfer.</p> <p>In the event JM pays for repairs which are required due to the acts or omissions of others, JM shall be subrogated to all rights of recovery of the Building Owner to the extent of the amount of the repairs.</p> <p>Because JM does not practice Engineering or Architecture, neither the issuance of this Guarantee nor any review of the Building's construction or inspection of roof plans (or the Building's roof deck) by JM representatives shall constitute any warranty by JM of such plans, specifications, and construction or in any way constitute an extension of the terms and conditions of this Guarantee. Any roof inspections are solely for the benefit of JM.</p> <p>JM does not supervise nor is it responsible for a roofing contractor's work except to the extent stated herein, and roofing contractors are not agents of JM.</p> <p>*JOHNS MANVILLE ("JM") is a Delaware corporation with its principal mailing address at P.O. Box 5108, Denver, Colorado 80217-5108.</p>	
By: Fred Stephan Title: Vice President & General Manager Roofing Systems Group	Attorney-in-Fact

Note: For the most current information on JM Peak Advantage Guarantees, please refer to the JM Roofing Web site.

Maintenance Program

In order to continue the coverage of this Guarantee, the following Maintenance Program must be implemented and followed:

1. Building Owner must notify JM Guarantee Services Unit (see below) immediately upon discovery of the leak and in no event later than ten (10) days after initial discovery of the leak, time being of the essence. Failure of the Building Owner to provide timely notice to JM Guarantee Services of any leak is a material ground for termination of the Guarantee.
2. In response to timely notice, JM will arrange to inspect the Roofing System, and
 - (i) If, in JM's sole and absolute opinion, the leak(s) is/are the responsibility of JM under this Guarantee (see Limitations and Exclusions), then JM will take prompt appropriate action to return the Roofing System to a watertight condition, or
 - (ii) If, in JM's sole and absolute opinion, the leak(s) is/are not the responsibility of JM under this Guarantee, then JM will advise the Building Owner within a reasonable time of the minimum repairs that JM believes are required to return the Roofing System to a watertight condition. If the Building Owner, at his expense, promptly and timely makes such repairs to the Roofing System (time being of the essence) then this Guarantee will remain in effect for the unexpired portion of its Term. Failure to make any of these repairs in a timely and reasonable fashion will void any further obligation of JM under this Guarantee as to the damaged portion of the Roofing System as well as any other areas of the Roofing System impacted by such failure.
3. In the event an emergency condition exists which requires immediate repair to avoid damage to the Building, its contents or occupants, then Building Owner may make reasonable, essential temporary repairs. JM will reimburse Building Owner for those reasonable repair expenses only to the extent such expenses would have been the responsibility of JM under the Guarantee.

There are a number of items not covered by this Guarantee that are the sole, exclusive responsibility of the Building Owner. In order to ensure that your new roof will continue to perform its function and to continue JM's obligations under the Guarantee, you must examine and maintain these items on a regular basis:

- Maintain a file for your records on this Roofing System, including but not limited to, this Guarantee, invoices, and subsequent logs of all inspections performed and repairs that are made to the Roofing System.
- Inspect your Roofing System at least semi-annually. This is best done in the Spring, after the Roofing System has been exposed to the harsh winter conditions, and, in the Fall after a long hot summer. It is also a good idea to examine the Roofing System for damage after severe weather conditions such as hailstorms, heavy rains, high winds, etc.
- Since these types of Roofing Systems typically have a low slope, they are easily examined. However, care must be taken to prevent falling and other accidents. JM expressly disclaims and assumes no liability for any inspections performed on the Roofing System.

When checking the Roofing System:

- Remove any debris such as leaves, small branches, dirt, rocks, etc. that have accumulated.
- Clean gutters, downspouts, drains and the surrounding areas. Make certain they allow water to flow off the Roofing System. Positive drainage is essential.
- Examine all metal flashings and valleys for rust and damage that may have been caused by wind or traffic on the Roofing System, and make certain they are well attached and sealed. Any damaged, loose, or poorly sealed materials must be repaired by a JM Approved Roofing Contractor only.
- Examine the areas that abut the Roofing System. Damaged masonry, poorly mounted counter flashing, loose caulking, bad mortar joints, and any loose stone or tile coping can appear to be a membrane leak. Have these items repaired by a JM Approved Roofing Contractor if found to be defective.
- Examine the edges of the Roofing System. Wind damage often occurs in these areas. Materials that have been lifted by the wind need to be corrected by a JM Approved Roofing Contractor.
- Examine any roof top equipment such as air conditioners, evaporative coolers, antennas, etc. Make certain they do not move excessively or cause a roof problem by leaking materials onto the Roofing System.
- Check the building exterior for settlement or movement. Structural movement can cause cracks and other problems which in turn may lead to leaks in your Roofing System.
- Examine protective coatings; any cracked, flaking, or blistered areas must be recoated.

Protecting your investment:

- Avoid unnecessary roof top traffic.
- If you allow equipment servicemen to go onto the Roofing System, advise them to be careful. Dropped tools, heavy equipment, etc. can damage the membrane. Log all such trips to the Roofing System.
- Do not allow service personnel to make penetrations into the Roofing System; these are to be made only by a JM Approved Roofing Contractor.

All the terms and conditions of this Guarantee shall be construed under the internal law of the state of Colorado without regard to its conflicts of law principles. Invalidity or unenforceability of any provisions herein shall not affect the validity or enforceability of any other provision which shall remain in full force and effect to the extent the main intent of the document is preserved.

This form is not to be copied or reproduced in any manner. This Guarantee is valid only in the United States of America.

Guarantee Services Unit

Johns Manville, Guarantee Services Unit, 10100 West Ute Ave., Littleton, CO 80127 (shipping address)
Johns Manville, Guarantee Services Unit, P.O. Box 625001, Littleton, CO 80162-5001 (mailing address)

Guarantee Services Number

(800) 922-5922

E-mail: gau@jm.com

www.jm.com/roofing

