

HARTZELL PAINTING INC.

REVISED SEVEN YEAR LIMITED WARRANTY

IN CONJUNCTION WITH PAINT MANUFACTURER WARRANTY

PROJECT: FORT LAUDERDALE HELISTOP

UPON PAYMENT in full pursuant to this contract, HARTZELL PAINTING will warranty for the period set forth above from the date of application, against the paint flaking, peeling or excessive wear, due to hurricane winds and rain; provided, however, that the said application is in conjunction with PAINT WARRANTY and paint MANUFACTURERS WARRANTY. Hartzell Painting does not warranty against damage to paint caused by foreign objects hitting, scraping or otherwise damaging the integrity of the paint surface nor does Hartzell Painting warranty against delaminating of previous coats of paint.

Areas deemed necessary for repair within the warranty period, due to material failure and/or improper application shall be corrected accordingly. During this warranty period, HARTZELL will BEAR THE COSTS for the material and labor to repair the WARRANTED areas. NOTE: THIS IS NOT A PRORATED WARRANTY AND ALL WARRANTED REPAIRS WILL BE COMPLETED AT NO COST TO THE HOLDER OF THIS WARRANTY.

ALL EXPRESSED AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE ARE LIMITED IN DURATION TO THE PERIOD SET FORTH ABOVE.

This warranty does not apply to areas damaged by the acts of God, vandalism, prior existing construction defects, prior coat delamination, abuse, negligence or settling or movement of building or foundation causing new stress cracks to appear causing water intrusion where the coating system is applied.

IN ANY EVENT, HARTZELL PAINTING, WILL NOT BE RESPONSIBLE FOR ANY DAMAGE TO THE EXTERIOR OR INTERIOR OF THE BUILDING, OR THE CONTENTS THEREIN.

This warranty is limited to the original owner for whom Hartzell Painting has performed the work. Any claim against this warranty must be presented to HARTZELL PAINTING by certified mail within 30 days after first being aware of the proposed failure. This agreement pertains only to the original owner (for whom the contractor has performed the work). All disputes will be settled according to Florida Law. Venue for all disputes will be Broward County, Florida. Each party will bear their own attorney's fees and costs. Repair of the specific areas as provided under this Warranty is the exclusive remedy of the consumer.

HARTZELL PAINTING, SHALL NOT BE LIABLE for any incidental or consequential damages for breach of any express or implied warranty on this product except to the extent prohibited by applicable law. Any implied warranty of merchantability or fitness for a particular purpose on this warranty is limited in duration to the duration of this Warranty.

HARTZELL PAINTING will inspect the Helistop yearly with a specified person and evaluate the condition of the paint job. Any warranted areas will be fixed at no charge to the city.

CITY OF FT. LAUDERDALE

HARTZELL PAINTING INC.

Date of Application: _____