

# NEOGARD

P.O. Box 35288, Dallas, TX 75235  
Tel: 214-353-1689 Fax: 214-357-7532

JONES BLAIR HANDLES  
WARRANTY  
DENNIS BIGLEY IS  
RETIRED.



## Labor & Material Warranty

**PROJECT NAME:** Addison Theatre, 15650 Addison Rd., Addison, TX 75001  
**BUILDING OWNER:** Town of Addison  
**APPLICATOR:** Alpha Applicators, 6822 Maple Ave., Dallas, TX 75235  
**SUBSTANTIAL COMPLETION DATE:** September 10, 2008  
**SYSTEM INSTALLED / AREA:** Permathane II FR/51 squares

The NEOGARD Division of Jones-Blair Co. warrants to the Building Owner, hereinafter referred to as Owner, that for a period of **15** years from date of substantial completion, the NEOGARD system will not leak water due to membrane failure caused by faulty material. NEOGARD'S sole remedy shall be replacement of material proven to be faulty at the time of manufacture. The warranty is expressly conditioned upon coating material being applied in accordance with NEOGARD'S current published instructions regarding surface preparation, precautions and coating application. This shall be the exclusive remedy of NEOGARD.

NEOGARD'S liability to the Owner for any defect, failure, or deficiency which is covered by this warranty shall be expressly conditioned upon the Owner's obligation to notify NEOGARD within ten working days of the date that Owner discovers the defect. NEOGARD shall then have the right to immediately inspect the defect, and if not given this right, the Warranty shall be terminated.

The Warranty shall not apply if the coating system is ruptured by any cause other than failure of the NEOGARD coating materials and/or is subject to misuse or abnormal use or conditions. NEOGARD makes no warranty with respect to appearance or color.

**THE ABOVE WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES AND NEOGARD MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER OBLIGATIONS AND LIABILITIES ON THE PART OF NEOGARD AND APPLICATOR.**

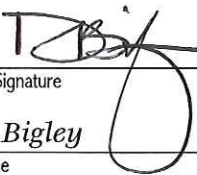
In no event shall NEOGARD be liable for any consequential damages or for damages to the building or its contents or injury to its occupants or other damage arising, directly or indirectly in respect of NEOGARD materials or the use or failure thereof, whether based on breach of warranty or negligence.

In consideration of the specification and use of the above named NEOGARD system on the above project, NEOGARD and Applicator agree that for a period of **15** years, subsequent to the completion of the project, any failure covered by the warranty shall be repaired or replaced without cost to the owner, it being understood that only the material for such repair per NEOGARD'S standard warranty, will be supplied by NEOGARD, and the necessary labor will be supplied by the applicator.

This Warranty is for the benefit of the Owner, and shall not be transferable or assignable to any other persons, firms or corporations without the prior express written consent signed by a duly authorized officer of NEOGARD.

This warranty shall be governed by, and construed in accordance with, the laws of the State of Texas, United States of America. All transactions shall be governed by the laws of the State of Texas. Customer hereby agrees that jurisdiction of any claims arising out of a transaction with JONES-BLAIR shall be in the State Court of Dallas County, Texas or the United States District Court for the Northern District of Texas. Customer waives any defense based on inappropriate venue or forum non conveniens.


### NEOGARD DIVISION OF JONES-BLAIR CO.

  
\_\_\_\_\_  
Authorized Signature  
Dennis Bigley  
\_\_\_\_\_  
Printed Name

Issue Number: 14213-LM

Date: September 19, 2008

### APPLICATOR

  
\_\_\_\_\_  
Authorized Signature  
Michael Owens  
\_\_\_\_\_  
Printed Name  
VP  
\_\_\_\_\_  
Title

Valid when copy of this Warranty, executed by all parties, is on file at NEOGARD'S Warranty Department, Dallas, Texas.

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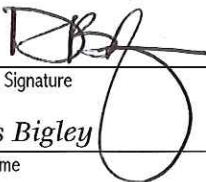
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### NEOGARD DIVISION OF JONES-BLAIR CO.

  
Authorized Signature  
Dennis Bigley  
Printed Name

Issue Number: 14213-LM

Date: September 19, 2008

### APPLICATOR

  
Authorized Signature  
Michael Owens  
Printed Name  
VP  
Title

Valid when copy of this Warranty, executed by all parties, is on file at NEOGARD'S Warranty Department, Dallas, Texas.

# TRANSMITTAL

**BUILDING SOLUTIONS**

9401 LBJ Freeway  
Suite 410  
Dallas, Texas 75243  
Telephone: (214)221-9145  
FAX: (214) 221-9146

**Date:** October 23, 2008

**Re:** Theatre Center Roofing Warranty Letter

**Attn:** Mr. John Godley

**TO:** Town of Addison  
16801 Westgrove Dr.  
Addison, TX 75001-9010

Action	No. of Copies	Company	Sheets No./Description
H	2	Alpha Applicators	Neogard Warranty for Addison Theatre Roof as Installed by Alpha Applicators, date of substantial completion 09/10/2008.

**ACTION CODE:**

(A) No Exception Taken

(D) Rejected -- See Remarks

(G) For Your Information

(B) Make Corrections Noted

(E) For Review/Comment

(H) for Record / File

(C) Amend and Resubmit

(F) As Requested

**REMARKS** Please find attached the above reference warranty letters for your files.

**Copies to:** File

Layne Court, LEED AP  
**Associate**