



Quality You Can Trust Since 1886...  
from North America's Largest Roofing Manufacturer

ATTN: BUD COWDEN, PLEASE

April 17, 2013

The Massachusetts Bay Co  
612 South Linden Avenue  
Dayton, OH 45342  
(937) 271-6558

Subject: Contractor Certification  
Clearchannel Dayton

To Whom It May Concern:

This is to confirm that The Massachusetts Bay Co of Dayton, OH is a GAF Materials Corporation Master Roofing Contractor for Single Ply, TOPCOAT Restoration, RUBEROID® and GAFGLAS® Roofing Systems. The Massachusetts Bay Co is eligible to obtain a GAF Materials Corporation Diamond Pledge (NDL) guarantee for up to 20 years provided that all current GAF application and specification requirements are met and procedures followed.

Sincerely,

Jim Slauson  
Vice President, Certification Programs  
GAF Materials Corporation

**GAF** EverGuard<sup>®</sup>  
**DIAMOND PLEDGE™**  
**NDL ROOF GUARANTEE**

No. 0753302



OWNER: CLEAR CHANNEL COMMUNICATIONS PERIOD OF COVERAGE: 20 YEARS  
NAME AND TYPE OF BUILDING: OFFICE - CLEAR CHANNEL  
ADDRESS OF BUILDING: 101 PINE ST., DAYTON, OHIO, 45402  
SPECIFICATION: TPO .060" AREA OF ROOF: 170 SQUARES  
APPLIED BY: MASSACHUSETTS BAY CO.  
DATE OF COMPLETION: APRIL 15, 2013 GUARANTEE EXPIRATION DATE: APRIL 15, 2033

**THE GUARANTEE/SOLE AND EXCLUSIVE REMEDY**

GAF guarantees to you, the original owner of the building described above, that GAF will provide "Edge To Edge" protection by repairing leaks through the GAF roofing membrane, liquid applied membrane or coating, base flashing, high wall waterproofing flashing, insulation, expansion joint covers, peckashed accessories, and metal flashings used by the contractor of record that meet SMACNA standards (the "GAF Roofing Materials") resulting from manufacturing defects, ordinary wear and tear, or workmanship in applying the GAF Roofing Materials. There is no dollar limit on covered repairs. Leaks caused by any materials other than those listed above, such as the roof deck, non-GAF insulation, or any other materials used in the construction of the roof system, are not covered.

**GUARANTEE PERIOD**

This guarantee ends on the expiration date listed above. NOTE: Leksuco<sup>®</sup> flashings are covered by this guarantee only for the first ten years.

**OWNER'S RESPONSIBILITIES**

**Notification of Leaks**

In the event of a leak through the GAF Roofing Materials, you must make sure that GAF is notified directly about the leak, in writing, within 30 days by email (preferred) at [guaranteeservices@gaf.com](mailto:guaranteeservices@gaf.com) or by mail to Guarantee Services Department, 1361 Alps Road, Bldg. 11-1, Wayne, New Jersey 07470, or GAF will have no responsibility for making repairs. NOTE: The roofing contractor is NOT an agent of GAF; notice to the roofing contractor is NOT notice to GAF.

By notifying GAF, you authorize GAF to investigate the cause of the leak. If the investigation reveals that the leak is not covered by this guarantee, you agree to pay an investigation cost of \$500. This guarantee will be cancelled if you fail to pay this cost within 30 days of receipt of an invoice for it.

**Preventative Maintenance and Repairs**

- In order to help keep your roof performing properly, you must perform regular inspections and maintenance and keep records of this work.
- To keep this guarantee in effect, you must repair any conditions in the building structure or roofing system that are not covered by this guarantee but that GAF concludes may be threatening the integrity of the GAF Roofing Materials (e.g., porous walls allowing water entry into the roofing system).
- You may make temporary repairs to minimize damage to the building or its contents in an emergency, at your sole expense. These repairs will not result in cancellation of the guarantee as long as they are reasonable and customary and do not result in permanent damage to the GAF Roofing Materials.
- Any equipment or material that impedes any inspection or repair must be removed at your expense so that GAF can perform inspections or repairs.

**EXCLUSIONS FROM COVERAGE**

(e.g., items that are not "ordinary wear and tear" or are beyond GAF's control)

This guarantee does NOT cover conditions other than leaks. This guarantee also does not cover leaks caused by the following:

- Inadequate roof maintenance, that is, the failure to follow the Scheduled Maintenance Checklists provided with this guarantee (extra copies available by calling Guarantee Services at 1-800-ROOF-111).
- Unusual weather conditions or natural disasters including, but not limited to, windstorms, hail, floods, hurricanes, lightning, tornadoes, and earthquakes, unless specifically covered under this guarantee.
- Damage to the roof constructed of the GAF Roofing Materials due to:  
(a) movement or cracking of the roof deck or building; (b) improper installation or failure of any non-GAF insulation or materials; (c) infiltration or condensation of moisture through or around the walls, coping, building structure, or surrounding materials except where high wall GAF waterproofing flashings are installed; (d) chemical attack on the membrane, including, but not limited to, exposure to grease or oil; (e) the failure of wood nailers to remain attached to the structure; or (f) use of materials that are incompatible with the GAF Roofing Materials.
- Traffic of any nature on the roof unless using GAF walkways applied in accordance with GAF's Application and Specifications Manual.
- Blisters in the GAF Roofing Materials that have not resulted in leaks.
- Changes in the use of the building or any repairs, modifications, or additions to the GAF Roofing Materials after the roof is completed, unless approved in writing by GAF.
- Exposure to post-installation sustained temperatures in excess of 160°F for roofing systems using standard EverGuard<sup>®</sup> TPO or PVC membrane and 195°F for systems with EverGuard<sup>®</sup> Extreme<sup>®</sup> TPO membrane.
- Any condition (e.g., base flashing height or lack of counter flashing) that is not in accordance with GAF's Application and Specifications Manual or any deviation or modification from any specification published in the Manual, unless specifically authorized by a GAF Field Services Manager or Director in writing.

No representative, employee, or agent of GAF has the authority to assume any additional liability or responsibility for GAF, except in writing signed by an authorized GAF Field Services Manager or Director. NOTE: Any inspections made by GAF are limited to a surface inspection only, are for GAF's sole benefit, and do not constitute a waiver of any of the terms and conditions of this guarantee.

**TRANSFERABILITY**

You may transfer or assign this guarantee to a subsequent owner of this building for the remaining term ONLY if: 1) the request is in writing to GAF at the address listed below within 90 days after ownership transfer; 2) you make any repairs to the GAF Roofing Materials or other roofing or building components that are identified by GAF after an inspection as necessary to preserve the integrity of the GAF Roofing Materials; and 3) you pay an assignment fee of \$500. This guarantee is NOT otherwise transferable or assignable by contract or operation of law, either directly or indirectly.

**LIMITATION OF DAMAGES; MEDIATION; JURISDICTION; CHOICE OF LAW**

THIS GUARANTEE IS EXPRESSLY IN LIEU OF ANY OTHER GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and of any other obligations or liability of GAF, whether any claim against it is based upon negligence, breach of warranty, or any other theory. In NO event shall GAF be liable for any CONSEQUENTIAL OR INCIDENTAL DAMAGES of any kind, including, but not limited to, interior or exterior damages and/or mold growth. The parties agree that, as a condition precedent to litigation, any controversy or claim relating to this guarantee shall be first submitted to mediation before a mutually acceptable mediator. In the event that mediation is unsuccessful, the parties agree that neither one will commence or prosecute any lawsuit or proceeding other than before the appropriate state or federal court in the State of New Jersey. This guarantee shall be governed by the laws of the State of New Jersey, without regard to principles of conflicts of laws. Each party irrevocably consents to the jurisdiction and venue of the identified courts above.

NOTE: This guarantee becomes effective only when all bills for installation and supplies have been paid in full to the roofing contractor and materials suppliers, and the guarantee charge has been paid to GAF.

GAF  
1361 ALPS ROAD, BUILDING 11-1  
WAYNE, NJ 07470