



SELLER'S PROPERTY CONDITION DISCLOSURE STATEMENT

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Property Address: 108 Ashland Road  
Summit NJ 07901 ("Property").

Seller: Kevin Haggerty  
Rie Haggerty ("Seller").

The purpose of this Disclosure Statement is to disclose, to the best of Seller's knowledge, the condition of the Property, as of the date set forth below. The Seller is aware that he or she is under an obligation to disclose any known material defects in the Property even if not addressed in this printed form. Seller alone is the source of all information contained in this form. All prospective buyers of the Property are cautioned to carefully inspect the Property and to carefully inspect the surrounding area for any off-site conditions that may adversely affect the Property. Moreover, this Disclosure Statement is not intended to be a substitute for prospective buyer's hiring of qualified experts to inspect the Property.

If your Property consists of multiple units, systems and/or features, please provide complete answers on all such units, systems and/or features even if the question is phrased in the singular, such as if a duplex has multiple furnaces, water heaters and fireplaces.

OCCUPANCY

Yes No Unknown

- 1. Age of House, if known Approximately 92 years.
- 2. Does the Seller currently occupy this Property?  
If not, how long has it been since Seller occupied the Property? Moved out April 7, 2024
- 3. What year did the Seller buy the Property? 1998
- 3a. Do you have in your possession the original or a copy of the deed evidencing your ownership of the Property? If "yes," please attach a copy of it to this form.

ROOF

Yes No Unknown

- 4. Age of roof Approximately 10 years
- 5. Has roof been replaced or repaired since Seller bought the Property?
- 6. Are you aware of any roof leaks?
- 7. Explain any "yes" answers that you give in this section: we replaced the roof in 2013

ATTIC, BASEMENTS AND CRAWL SPACES (Complete only if applicable)

Yes No Unknown

- 8. Does the Property have one or more sump pumps?
- 8a. Are there any problems with the operation of any sump pump?
- 9. Are you aware of any water leakage, accumulation or dampness within the basement or crawl spaces or any other areas within any of the structures on the Property?
- 9a. Are you aware of the presence of any mold or similar natural substance within the basement or crawl spaces or any other areas within any of the structures on the Property?
- 10. Are you aware of any repairs or other attempts to control any water or dampness problem in the basement or crawl space? If "yes," describe the location, nature and date of the repairs: In 25 years, several instances of small amount of water seepage in basement. In March 2024, new French drain system installed and no water seepage since
- 11. Are you aware of any cracks or bulges in the basement floor or foundation walls? If "yes," specify location: \_\_\_\_\_



- 51   12. Are you aware of any restrictions on how the attic may be used as a result of the manner in which
- 52 the attic or roof was constructed?
- 53   13. Is the attic or house ventilated by:  a whole house fan?  an attic fan?
- 54   13a. Are you aware of any problems with the operation of such a fan?
- 55 14. In what manner is access to the attic space provided?
- 56  staircase  pull down stairs  crawl space with aid of ladder or other device
- 57  other Attic converted to finished room with regular staircase.
- 58 15. Explain any "yes" answers that you give in this section: \_\_\_\_\_
- 59 \_\_\_\_\_
- 60 \_\_\_\_\_

**TERMITES/WOOD DESTROYING INSECTS, DRY ROT, PESTS**

- | 63 | Yes                                 | No                                  | Unknown |  |
|----|-------------------------------------|-------------------------------------|---------|--|
| 64 | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |         | 16. Are you aware of any termites/wood destroying insects, dry rot, or pests affecting the Property? |
| 65 | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |         | 17. Are you aware of any damage to the Property caused by termites/wood destroying insects, dry      |
| 66 |                                     |                                     |         | rot, or pests?   |
| 67 | <input type="checkbox"/>            | <input type="checkbox"/>            |         | 18. If "yes," has work been performed to repair the damage?  |
| 68 | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |         | 19. Is your Property under contract by a licensed pest control company? If "yes," state the name and |
| 69 |                                     |                                     |         | address of the licensed pest control company: <u>Insetti Pest Service. Tel 201-350-7931</u>          |
| 70 |                                     |                                     |         | <u>130 Lincoln Ave, Elmwood Park, NJ 07407</u>   |
| 71 | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |         | 20. Are you aware of any termite/pest control inspections or treatments performed on the Property    |
| 72 |                                     |                                     |         | in the past?   |
| 73 |                                     |                                     |         | 21. Explain any "yes" answers that you give in this section: _____                                   |
| 74 |                                     |                                     |         | _____  |
| 75 |                                     |                                     |         | _____  |

**STRUCTURAL ITEMS**

- | 78 | Yes                      | No                                  | Unknown |   |
|----|--------------------------|-------------------------------------|---------|---|
| 79 | <input type="checkbox"/> | <input checked="" type="checkbox"/> |         | 22. Are you aware of any movement, shifting, or other problems with walls, floors, or foundations,      |
| 80 |                          |                                     |         | including any restrictions on how any space, other than the attic or roof, may be used as a result      |
| 81 |                          |                                     |         | of the manner in which it was constructed?  |
| 82 | <input type="checkbox"/> | <input checked="" type="checkbox"/> |         | 23. Are you aware if the Property or any of the structures on it have ever been damaged by fire,        |
| 83 |                          |                                     |         | smoke, wind or flood?   |
| 84 | <input type="checkbox"/> | <input checked="" type="checkbox"/> |         | 24. Are you aware of any fire retardant plywood used in the construction?                               |
| 85 | <input type="checkbox"/> | <input checked="" type="checkbox"/> |         | 25. Are you aware of any current or past problems with driveways, walkways, patios, sinkholes, or       |
| 86 |                          |                                     |         | retaining walls on the Property?  |
| 87 | <input type="checkbox"/> | <input checked="" type="checkbox"/> |         | 26. Are you aware of any present or past efforts made to repair any problems with the items in this     |
| 88 |                          |                                     |         | section?  |
| 89 |                          |                                     |         | 27. Explain any "yes" answers that you give in this section. Please describe the location and nature of |
| 90 |                          |                                     |         | the problem: _____  |
| 91 |                          |                                     |         | _____   |
| 92 |                          |                                     |         | _____   |

**ADDITIONS/REMODELS**

- | 95  | Yes                                 | No                       | Unknown |  |
|-----|-------------------------------------|--------------------------|---------|--|
| 96  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |         | 28. Are you aware of any additions, structural changes or other alterations to the structures on the |
| 97  |                                     |                          |         | Property made by any present or past owners?   |
| 98  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |         | 29. Were the proper building permits and approvals obtained? Explain any "yes" answers you give      |
| 99  |                                     |                          |         | in this section: <u>Basement and lower level room remodeled in 1999.</u>                             |
| 100 |                                     |                          |         | <u>Attic conversion in 2000.</u>   |
| 101 |                                     |                          |         | _____  |
| 102 |                                     |                          |         | _____  |

**PLUMBING, WATER AND SEWAGE**

- | 104 | Yes                      | No                                  | Unknown |   |
|-----|--------------------------|-------------------------------------|---------|---|
| 105 |                          |                                     |         | 30. What is the source of your drinking water?  |
| 106 |                          |                                     |         | <input checked="" type="checkbox"/> Public <input type="checkbox"/> Community System <input type="checkbox"/> Well on Property <input type="checkbox"/> Other (explain) _____ |
| 107 | <input type="checkbox"/> | <input checked="" type="checkbox"/> |         | 31. If your drinking water source is not public, have you performed any tests on the water?   |
| 108 |                          |                                     |         | If so, when? _____  |
| 109 |                          |                                     |         | Attach a copy of or describe the results: _____   |
| 110 |                          |                                     |         | _____   |

- 111    32. Does the wastewater from any clothes washer, dishwasher, or other appliance discharge to any
- 112 location other than the sewer, septic, or other system that services the rest of the Property?
- 113    33. When was well installed? n/a
- 114 Location of well? \_\_\_\_\_
- 115   34. Do you have a softener, filter, or other water purification system?  Leased  Owned
- 116 35. What is the type of sewage system?
- 117  Public Sewer  Private Sewer  Septic System  Cesspool  Other (explain): \_\_\_\_\_
- 118   36. If you answered "septic system," have you ever had the system inspected to confirm that it is a
- 119 true septic system and not a cesspool?
- 120    37. If Septic System, when was it installed? \_\_\_\_\_
- 121 Location? \_\_\_\_\_
- 122    38. When was the Septic System or Cesspool last cleaned and/or serviced? \_\_\_\_\_
- 123   39. Are you aware of any abandoned Septic Systems or Cesspools on your Property?
- 124   39a. If "yes," is the closure in accordance with the municipality's ordinance? Explain: \_\_\_\_\_
- 125 \_\_\_\_\_
- 126   40. Are you aware of any leaks, backups, or other problems relating to any of the plumbing systems and
- 127 fixtures (including pipes, sinks, tubs and showers), or of any other water or sewage related problems?
- 128 If "yes," explain \_\_\_\_\_
- 129 \_\_\_\_\_
- 130   41. Are you aware of the presence of any lead piping, including but not limited to any service line,
- 131 piping materials, fixtures, and solder. If "yes," explain: \_\_\_\_\_
- 132 \_\_\_\_\_
- 133   42. Are you aware of any shut off, disconnected, or abandoned wells, underground water or sewage
- 134 tanks, or dry wells on the Property?
- 135    43. Is either the private water or sewage system shared? If "yes," explain: \_\_\_\_\_
- 136 \_\_\_\_\_
- 137 44. Water Heater:  Electric  Fuel Oil  Gas
- 138 Age of Water Heater 4 months
- 139    44a. Are you aware of any problems with the water heater?
- 140 45. Explain any "yes" answers that you give in this section: \_\_\_\_\_
- 141 \_\_\_\_\_
- 142 \_\_\_\_\_
- 143 \_\_\_\_\_

**HEATING AND AIR CONDITIONING**

Yes No Unknown

- 146 46. Type of Air Conditioning:
- 147  Central one zone  Central multiple zone  Wall/Window Unit  None
- 148 47. List any areas of the house that are not air conditioned: 2nd and 3rd floors have central
- 149 air. First floor has window a/c unit.
- 150    48. What is the age of Air Conditioning System? Approximately 4 years
- 151 49. Type of heat:  Electric  Fuel Oil  Natural Gas  Propane  Unheated  Other
- 152 50. What is the type of heating system? (for example, forced air, hot water or base board, radiator,
- 153 steam heat) 1st floor steam boiler; 2nd and 3rd forced air.
- 154 51. If it is a centralized heating system, is it one zone or multiple zones? \_\_\_\_\_
- 155 \_\_\_\_\_
- 156 52. Age of furnace Furnace 4 yrs; boiler 4 months service: 2023 Fall
- 157 53. List any areas of the house that are not heated: basement
- 158 \_\_\_\_\_
- 159    54. Are you aware of any tanks on the Property, either above or underground, used to store fuel or
- 160 other substances?
- 161   55. If tank is not in use, do you have a closure certificate?
- 162   56. Are you aware of any problems with any items in this section? If "yes," explain: \_\_\_\_\_
- 163 \_\_\_\_\_
- 164 \_\_\_\_\_

**WOODBURNING STOVE OR FIREPLACE**

Yes No Unknown

- 167   57. Do you have  wood burning stove?  fireplace?  insert?  other
- 168   57a. Is it presently usable?
- 169    58. If you have a fireplace, when was the flue last cleaned? April 2023
- 170    58a. Was the flue cleaned by a professional or non-professional? professional

- 171    59. Have you obtained any required permits for any such item?
- 172   60. Are you aware of any problems with any of these items? If "yes," please explain: \_\_\_\_\_
- 173 \_\_\_\_\_
- 174 **ELECTRICAL SYSTEM**
- 175 Yes No Unknown
- 176 61. What type of wiring is in this structure?  Copper  Aluminum  Other  Unknown
- 177 62. What amp service does the Property have?  60  100  150  200  Other  Unknown
- 178    63. Does it have 240 volt service? Which are present  Circuit Breakers,  Fuses or  Both?
- 179    64. Are you aware of any additions to the original service?
- 180 If "yes," were the additions done by a licensed electrician? Name and address: \_\_\_\_\_
- 181 \_\_\_\_\_
- 182 \_\_\_\_\_
- 183    65. If "yes," were proper building permits and approvals obtained?
- 184   66. Are you aware of any wall switches, light fixtures or electrical outlets in need of repair?
- 185 67. Explain any "yes" answers that you give in this section: **Outlet in front entrance way**
- 186 **not working.**
- 187 \_\_\_\_\_
- 188 \_\_\_\_\_

- 189 **LAND (SOILS, DRAINAGE AND BOUNDARIES)**
- 190 Yes No Unknown
- 191   68. Are you aware of any fill or expansive soil on the Property?
- 192   69. Are you aware of any past or present mining operations in the area in which the Property is located?
- 193
- 194    70. Is the Property located in a flood hazard zone?
- 195   71. Are you aware of any drainage or flood problems affecting the Property?
- 196    72. Are there any areas on the Property which are designated as protected wetlands?
- 197    73. Are you aware of any encroachments, utility easements, boundary line disputes, or drainage or other easements affecting the Property?
- 198
- 199    74. Are there any water retention basins on the Property or the adjacent properties?
- 200    75. Are you aware if any part of the Property is being claimed by the State of New Jersey as land presently or formerly covered by tidal water (Riparian claim or lease grant)? Explain: \_\_\_\_\_
- 201 \_\_\_\_\_
- 202 \_\_\_\_\_
- 203
- 204   76. Are you aware of any shared or common areas (for example, driveways, bridges, docks, walls, bulkheads, etc.) or maintenance agreements regarding the Property?
- 205
- 206 77. Explain any "yes" answers to the preceding questions in this section: \_\_\_\_\_
- 207 \_\_\_\_\_
- 208 \_\_\_\_\_
- 209   78. Do you have a survey of the Property?
- 210

- 211 **ENVIRONMENTAL HAZARDS**
- 212 Yes No Unknown
- 213   79. Have you received any written notification from any public agency or private concern informing you that the Property is adversely affected, or may be adversely affected, by a condition that exists on a property in the vicinity of this Property? If "yes," attach a copy of any such notice currently in your possession.
- 214
- 215
- 216
- 217   79a. Are you aware of any condition that exists on any property in the vicinity which adversely affects, or has been identified as possibly adversely affecting, the quality or safety of the air, soil, water, and/or physical structures present on this Property? If "yes," explain: \_\_\_\_\_
- 218 \_\_\_\_\_
- 219
- 220
- 221   80. Are you aware of any underground storage tanks (UST) or toxic substances now or previously present on this Property or adjacent property (structure or soil), such as polychlorinated biphenyl (PCB), solvents, hydraulic fluid, petro-chemicals, hazardous wastes, pesticides, chromium, thorium, lead or other hazardous substances in the soil? If "yes," explain: **Oil tank abandoned in 1998 and soil tested. Tank Removed in 2024. Permits approved.**
- 222
- 223
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- 226   81. Are you aware if any underground storage tank has been tested?
- 227 (Attach a copy of each test report or closure certificate if available.)
- 228    82. Are you aware if the Property has been tested for the presence of any other toxic substances, such as lead-based paint, urea-formaldehyde foam insulation, asbestos-containing materials, or others?
- 229 (Attach copy of each test report if available.)
- 230

- 231 83. If "yes" to any of the above, explain: \_\_\_\_\_  
 232 \_\_\_\_\_  
 233 \_\_\_\_\_  
 234   83a. If "yes" to any of the above, were any actions taken to correct the problem? Explain: \_\_\_\_\_  
 235 \_\_\_\_\_  
 236 \_\_\_\_\_  
 237    84. Is the Property in a designated Airport Safety Zone?  
 238

**DEED RESTRICTIONS, SPECIAL DESIGNATIONS, HOMEOWNERS ASSOCIATION/CONDOMINIUMS AND CO-OPS**

- 241 Yes No Unknown  
 242   85. Are you aware if the Property is subject to any deed restrictions or other limitations on how it  
 243 may be used due to its being situated within a designated historic district, or a protected area like  
 244 the New Jersey Pinelands, or its being subject to similar legal authorities other than typical local  
 245 zoning ordinances?  
 246   86. Is the Property part of a condominium or other common interest ownership plan?  
 247   86a. If so, is the Property subject to any covenants, conditions, or restrictions as a result of its being  
 248 part of a condominium or other form of common interest ownership?  
 249   87. As the owner of the Property, are you required to belong to a condominium association or  
 250 homeowners association, or other similar organization or property owners?  
 251   87a. If so, what is the Association's name and telephone number? \_\_\_\_\_  
 252 \_\_\_\_\_  
 253    87b. If so, are there any dues or assessments involved?  
 254 If "yes," how much? \_\_\_\_\_  
 255   88. Are you aware of any defect, damage, or problem with any common elements or common areas  
 256 that materially affects the Property?  
 257    89. Are you aware of any condition or claim which may result in an increase in assessments or fees?  
 258    90. Since you purchased the Property, have there been any changes to the rules or by-laws of the  
 259 Association that impact the Property?  
 260 91. Explain any "yes" answers you give in this section: \_\_\_\_\_  
 261 \_\_\_\_\_  
 262 \_\_\_\_\_  
 263

**MISCELLANEOUS**

- 264 Yes No Unknown  
 265   92. Are you aware of any existing or threatened legal action affecting the Property or any condominium  
 266 or homeowners association to which you, as an owner, belong?  
 267   93. Are you aware of any violations of Federal, State or local laws or regulations relating to this  
 268 Property?  
 269   94. Are you aware of any zoning violations, encroachments on adjacent properties, non-conforming  
 270 uses, or set-back violations relating to this Property? If so, please state whether the condition is  
 271 pre-existing non-conformance to present day zoning or a violation to zoning and/or land use  
 272 laws. \_\_\_\_\_  
 273 \_\_\_\_\_  
 274 \_\_\_\_\_  
 275   95. Are you aware of any public improvement, condominium or homeowner association assessments  
 276 against the Property that remain unpaid? Are you aware of any violations of zoning, housing,  
 277 building, safety or fire ordinances that remain uncorrected?  
 278    96. Are there mortgages, encumbrances or liens on this Property?  
 279   96a. Are you aware of any reason, including a defect in title, that would prevent you from conveying  
 280 clear title?  
 281   97. Are you aware of any material defects to the Property, dwelling, or fixtures which are not disclosed  
 282 elsewhere on this form? (A defect is "material," if a reasonable person would attach importance  
 283 to its existence or non-existence in deciding whether or how to proceed in the transaction.)  
 284 If "yes," explain: \_\_\_\_\_  
 285 \_\_\_\_\_  
 286   98. Other than water and sewer charges, utility and cable tv fees, your local property taxes, any  
 287 special assessments and any association dues or membership fees, are there any other fees that you  
 288 pay on an ongoing basis with respect to this Property, such as garbage collection fees?  
 289 99. Explain any other "yes" answers you give in this section: \_\_\_\_\_  
 290 \_\_\_\_\_

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**RADON GAS Instructions to Owners**

By law (N.J.S.A. 26:2D-73), a Property owner who has had his or her Property tested or treated for radon gas may require that information about such testing and treatment be kept confidential until the time that the owner and a buyer enter into a contract of sale, at which time a copy of the test results and evidence of any subsequent mitigation or treatment shall be provided to the buyer. The law also provides that owners may waive, in writing, this right of confidentiality. As the owner(s) of this Property, do you wish to waive this right?

Yes	No	<u>    </u>	<u>    </u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>    </u> (Initials)	<u>    </u> (Initials)

If you responded "yes," answer the following questions. If you responded "no," proceed to the next section.

Yes	No	Unknown	
<input type="checkbox"/>	<input checked="" type="checkbox"/>		100. Are you aware if the Property has been tested for radon gas? (Attach a copy of each test report if available.)
<input type="checkbox"/>	<input checked="" type="checkbox"/>		101. Are you aware if the Property has been treated in an effort to mitigate the presence of radon gas? (If "yes," attach a copy of any evidence of such mitigation or treatment.)
<input type="checkbox"/>	<input checked="" type="checkbox"/>		102. Is radon remediation equipment now present in the Property?
<input type="checkbox"/>	<input type="checkbox"/>		102a. If "yes," is such equipment in good working order?

**MAJOR APPLIANCES AND OTHER ITEMS**

The terms of any final contract executed by the Seller shall be controlling as to what appliances or other items, if any, shall be included in the sale of the Property. Which of the following items are present in the Property? (For items that are not present, indicate "not applicable.")

Yes	No	Unknown	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	103. Electric Garage Door Opener
<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	103a. If "yes," are they reversible? Number of Transmitters <u>one; can reprogram code</u>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	104. Smoke Detectors
				<input type="checkbox"/> Battery <input type="checkbox"/> Electric <input checked="" type="checkbox"/> Both How many <u>4 wired; 5 battery</u>
				<input checked="" type="checkbox"/> Carbon Monoxide Detectors How many <u>five</u>
				Location <u>basement and 3 rd floor; 3 bedrooms smoke\Co2 battery</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	105. With regard to the above items, are you aware that any item is not in working order?
				105a. If "yes," identify each item that is not in working order or defective and explain the nature of the problem: _____
<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	106. <input type="checkbox"/> In-ground pool <input type="checkbox"/> Above-ground pool <input type="checkbox"/> Pool Heater <input type="checkbox"/> Spa/Hot Tub
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	106a. Were proper permits and approvals obtained?
<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	106b. Are you aware of any leaks or other defects with the filter or the walls or other structural or mechanical components of the pool or spa/hot tub?
<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	106c. If an in-ground pool, are you aware of any water seeping behind the walls of the pool?
				107. Indicate which of the following may be included in the sale? (Indicate Y for yes N for no.)
				<input checked="" type="checkbox"/> Refrigerator
				<input checked="" type="checkbox"/> Range
				<input checked="" type="checkbox"/> Microwave Oven
				<input checked="" type="checkbox"/> Dishwasher
				<input type="checkbox"/> Trash Compactor
				<input checked="" type="checkbox"/> Garbage Disposal
				<input checked="" type="checkbox"/> In-Ground Sprinkler System
				<input type="checkbox"/> Central Vacuum System
				<input type="checkbox"/> Security System
				<input checked="" type="checkbox"/> Washer
				<input checked="" type="checkbox"/> Dryer
				<input type="checkbox"/> Intercom
				<input type="checkbox"/> Other
<input checked="" type="checkbox"/>				108. Of those that may be included, is each in working order? If "no," identify each item not in working order, explain the nature of the problem: _____



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410**SOLAR PANEL SYSTEMS**

By completing this section, Seller is acknowledging that the Property is serviced by a Solar Panel System, which means a system of solar panels designed to absorb the sunlight as a source of energy for generating electricity or heating, any and all inverters, net meter, wiring, roof supports and any other equipment pertaining to the Solar Panels (collectively, the "Solar Panel System"). This information may be used, among other purposes, to prepare a Solar Panel Addendum to be affixed to and made a part of a contract of sale for the Property.

- | Yes                      | No                       | Unknown                  |   |
|--------------------------|--------------------------|--------------------------|---|
|                          | X                        | <input type="checkbox"/> | 109. When was the Solar Panel System Installed? _____   |
|                          |                          | <input type="checkbox"/> | 109a. What is the name and contact information of the business that installed the Solar Panel System? _____                   |
| <input type="checkbox"/> | <input type="checkbox"/> |                          | 109b. Do you have documents and/or contracts relating to the Solar Panel System? If "yes," please attach copies to this form. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 110. Are SRECs available from the Solar Panel System?   |
|                          |                          | <input type="checkbox"/> | 110a. If SRECs are available, when will the SRECs expire? _____   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 111. Is there any storage capacity on the Property for the Solar Panel System?  |
| <input type="checkbox"/> | <input type="checkbox"/> |                          | 112. Are you aware of any defects in or damage to any component of the Solar Panel System? If yes, explain: _____             |

**Choose one of the following three options:**

- 113a. The Solar Panel System is financed under a power purchase agreement or other type of financing arrangement which requires me/us to make periodic payments to a Solar Panel System provider in order to acquire ownership of the Solar Panel System ("PPA")? If yes, proceed to **Section A** below.
- 113b. The Solar Panel System is the subject of a lease agreement. If yes, proceed to **Section B** below.
- 113c. I/we own the Solar Panel System outright. If yes, you do not have to answer any further questions.

**SECTION A - THE SOLAR PANEL SYSTEM IS SUBJECT TO A PPA**

114. What is the current periodic payment amount? \$ \_\_\_\_\_
115. What is the frequency of the periodic payments (check one)?  Monthly  Quarterly
116. What is the expiration date of the PPA, which is when you will become the owner of the Solar Panel System? \_\_\_\_\_ ("PPA Expiration Date")
117. Is there a balloon payment that will become due on or before the PPA Expiration Date?
118. If there is a balloon payment, what is the amount? \$ \_\_\_\_\_

**Choose one of the following three options:**

- 119a. Buyer will assume my/our obligations under the PPA at Closing.
- 119b. I/we will pay off or otherwise obtain cancellation of the PPA as of the Closing so that the Solar Panel System can be included in the sale free and clear.
- 119c. I/we will remove the Solar Panel System from the Property and pay off or otherwise obtain cancellation of the PPA as of the Closing.

**SECTION B - THE SOLAR PANEL SYSTEM IS SUBJECT TO A LEASE**

120. What is the current periodic lease payment amount? \$ \_\_\_\_\_
121. What is the frequency of the periodic lease payments (check one)?  Monthly  Quarterly
122. What is the expiration date of the lease? \_\_\_\_\_

**Choose one of the following two options:**

- 123a. Buyer will assume our obligations under the lease at Closing.
- 123b. I/we will obtain an early termination of the lease and will remove the Solar Panel System prior to Closing.

**SECTION C - THE SOLAR PANEL SYSTEM IS SUBJECT TO ENERGY CERTIFICATE(S)**

124. Are Solar Transition Renewable Energy Certificates ("TREC") available from the Solar Panel System?
- 124a. If TREC are available, when will the TREC expire? \_\_\_\_\_
125. Are Solar Renewable Energy Certificates IIs ("SREC IIs") available from the Solar Panel System?
- 125a. If SREC IIs are available, when will the SREC IIs expire? \_\_\_\_\_

411 **WATER INTRUSION**  
 412 Yes No Unknown

413    126. Are you aware of any water leakage, accumulation or dampness, the presence of mold or other similar  
 414 natural substance, or repairs or other attempts to control any water or dampness problem on the  
 415 Property? If yes, please describe the nature of the issue and any attempts to repair or control it: \_\_\_\_\_  
 416 In heavy rain, basement had small amount of water seepage several  
 417 times over 25 years; new French drain system installed March 2024.  
 418 If yes, pursuant to New Jersey law, the **buyer** of the real Property is advised to refer to the ‘Mold  
 419 Guidelines for New Jersey Residents’ pamphlet issued by the New Jersey Department of Health  
 420 ([njreal.to/mold-guidelines](http://njreal.to/mold-guidelines)) and has the right to request a physical copy of the pamphlet from the  
 421 real estate broker, broker-salesperson, or salesperson.  
 422

423 **FLOOD RISK**

424 Flood risks in New Jersey are growing due to the effects of climate change. Coastal and inland areas may experience significant flooding  
 425 now and in the near future, including in places that were not previously known to flood. For example, by 2050, it is likely that sea-level  
 426 rise will meet or exceed 2.1 feet above 2000 levels, placing over 40,000 New Jersey properties at risk of permanent coastal flooding.  
 427 In addition, precipitation intensity in New Jersey is increasing at levels significantly above historic trends, placing inland properties at  
 428 greater risk of flash flooding. These and other coastal and inland flood risks are expected to increase within the life of a typical mortgage  
 429 originated in or after 2020.  
 430

431 To learn more about these impacts, including the flood risk to the Property, visit [njreal.to/flood-disclosure](http://njreal.to/flood-disclosure). To learn more about how to  
 432 prepare for a flood emergency, visit [njreal.to/flood-planning](http://njreal.to/flood-planning).  
 433

434 Yes No Unknown

435    127. Is any or all of the Property located wholly or partially in the Special Flood Hazard Area (“100-  
 436 year floodplain”) according to FEMA’s current flood insurance rate maps for your area?  
 437    128. Is any or all of the Property located wholly or partially in a Moderate Risk Flood Hazard Area  
 438 (“500-year floodplain”) according to FEMA’s current flood insurance rate maps for your area?  
 439    129. Is the Property subject to any requirement under federal law to obtain and maintain flood  
 440 insurance on the Property?  
 441 *Properties in the special flood hazard area, also known as high risk flood zones, on FEMA’s flood insurance rate*  
 442 *maps with mortgages from federally regulated or insured lenders are required to obtain and maintain flood insurance.*  
 443 *Even when not required, FEMA encourages property owners in high risk, moderate risk, and low risk flood zones*  
 444 *to purchase flood insurance that covers the structure and the personal property within the structure. Also note that*  
 445 *properties in coastal and riverine areas may be subject to increased risk of flooding over time due to projected sea level*  
 446 *rise and increased extreme storms caused by climate change which may not be reflected in current flood insurance rate*  
 447 *maps.*  
 448    130. Have you ever received assistance, or are you aware of any previous owners receiving assistance,  
 449 from FEMA, the U.S. Small Business Administration, or any other federal disaster flood assistance  
 450 for flood damage to the Property?  
 451 *For properties that have received federal disaster assistance, the requirement to obtain flood insurance passes down*  
 452 *to all future owners. Failure to obtain and maintain flood insurance can result in an individual being ineligible for*  
 453 *future assistance.*  
 454    131. Is there flood insurance on the Property?  
 455 *A standard homeowner’s insurance policy typically does not cover flood damage. You are encouraged to examine your*  
 456 *policy to determine whether you are covered.*  
 457    132. Is there a FEMA elevation certificate available for the Property? If so, the elevation certificate  
 458 must be shared with the buyer.  
 459 *An elevation certificate is a FEMA form, completed by a licensed surveyor or engineer. The form provides critical*  
 460 *information about the flood risk of the Property and is used by flood insurance providers under the National Flood*  
 461 *Insurance Program to help determine the appropriate flood insurance rating for the Property. A buyer may be able to*  
 462 *use the elevation certificate from a previous owner for their flood insurance policy.*  
 463    133. Have you ever filed a claim for flood damage to the Property with any insurance provider,  
 464 including the National Flood Insurance Program?  
 465 If the claim was approved, what was the amount received? \$ \_\_\_\_\_  
 466    134. Has the Property experienced any flood damage, water seepage, or pooled water due to a natural  
 467 flood event, such as heavy rainfall, coastal storm surge, tidal inundation, or river overflow?  
 468 If so, how many times? 3  
 469 135. Explain any “yes” answers that you give in this section: New French drain system installed  
 470 in basement in March 2024.



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**ACKNOWLEDGMENT OF SELLER**

The undersigned Seller affirms that the information set forth in this Disclosure Statement is accurate and complete to the best of Seller's knowledge, but is not a warranty as to the condition of the Property. Seller hereby authorizes the real estate brokerage firm representing or assisting the Seller to provide this Disclosure Statement to all prospective buyers of the Property, and to other real estate agents. Seller alone is the source of all information contained in this statement. \*If the Seller relied upon any credible representations of another, the Seller should state the name(s) of the person(s) who made the representation(s) and describe the information that was relied upon.

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DocuSigned by:

*Kevin Haggerty*

4/11/2024 | 7:21 EDT

SELLER - E606FA0734E748A...

DATE

DocuSigned by:

*Kie Haggerty*

4/12/2024 | 10:09 EDT

SELLER - DC62560019F948A...

DATE

SELLER

DATE

SELLER

DATE

**EXECUTOR, ADMINISTRATOR, TRUSTEE**

(If applicable) The undersigned has never occupied the Property and lacks the personal knowledge necessary to complete this Disclosure Statement.

\_\_\_\_\_  
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DATE

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**RECEIPT AND ACKNOWLEDGMENT BY PROSPECTIVE BUYER**

The undersigned Prospective Buyer acknowledges receipt of this Disclosure Statement prior to signing a Contract of Sale pertaining to this Property. Prospective Buyer acknowledges that this Disclosure Statement is not a warranty by Seller and that it is Prospective Buyer’s responsibility to satisfy himself or herself as to the condition of the Property. Prospective Buyer acknowledges that the Property may be inspected by qualified professionals, at Prospective Buyer’s expense, to determine the actual condition of the Property. Prospective Buyer further acknowledges that this form is intended to provide information relating to the condition of the land, structures, major systems and amenities, if any, included in the sale. This form does not address local conditions which may affect a purchaser’s use and enjoyment of the Property such as noise, odors, traffic volume, etc. Prospective Buyer acknowledges that they may independently investigate such local conditions before entering into a binding contract to purchase the Property. Prospective Buyer acknowledges that he or she understands that the visual inspection performed by the Seller’s real estate broker/broker-salesperson/salesperson does not constitute a professional home inspection as performed by a licensed home inspector.

_____ PROSPECTIVE BUYER	_____ DATE
_____ PROSPECTIVE BUYER	_____ DATE
_____ PROSPECTIVE BUYER	_____ DATE
_____ PROSPECTIVE BUYER	_____ DATE

**ACKNOWLEDGMENT OF REAL ESTATE BROKER/BROKER-SALESPERSON/SALESPERSON**

The undersigned Seller’s real estate broker/broker-salesperson/salesperson acknowledges receipt of the Property Disclosure Statement form and that the information contained in the form was provided by the Seller.  
The Seller’s real estate broker/broker-salesperson/salesperson also confirms that he or she visually inspected the Property with reasonable diligence to ascertain the accuracy of the information disclosed by the Seller, prior to providing a copy of the property disclosure statement to the buyer.  
The Prospective Buyer’s real estate broker/broker-salesperson/salesperson also acknowledges receipt of the Property Disclosure Statement form for the purpose of providing it to the Prospective Buyer.

DocuSigned by:  
*Jennifer Miller*  
B7D0A05808A4E...

4/15/2024 | 11:49 EDT

_____ SELLER’S REAL ESTATE BROKER/ BROKER-SALESPERSON/SALESPERSON:	_____ DATE
_____ PROSPECTIVE BUYER’S REAL ESTATE BROKER/ BROKER-SALESPERSON/SALESPERSON:	_____ DATE



**Addendum to the Seller's Property Condition Disclosure Statement for:**

108 Ashland Road, Summit, NJ

The following items are to be INCLUDED in the sale:

- washer, dryer, oven, range top, microwave, dishwasher.
- Dehumidifiers in crawl space and basement laundry area.
- Extra filters for 3rd floor air cleaner and filters for crawl space dehumidifier.

The following items are to be EXCLUDED from the sale:

N/A.

The following items are to convey in strictly AS-IS condition:

- The entryway electrical outlet.
- The window in the lower floor bedroom needs reglazing and has some cracks in the windowpane.
- The sash window in the hall bath and in the adjacent bedroom are older.
- The chimney, fireplace, flue, and all associated components.
- Dehumidifiers in crawl space and basement laundry area.

Seller: DocuSigned by: Kevin Haggerty 4/11/2024 | 7:21 EDT Buyer: \_\_\_\_\_  
E606FA0734E748A... (date) (date)

Seller: DocuSigned by: Rie Haggerty 4/12/2024 | 10:09 EDT Buyer: \_\_\_\_\_  
DC62560019F948A (date) (date)



**Insetti Pest Services LLC**  
 130 Lincoln Ave  
 Elmwood Park, NJ 07407  
 201-350-7931

# INVOICE



Kevin Haggerty  
 108 Ashland Road  
 Summit, NJ 07901

**Service Address**  
 Kevin Haggerty  
 108 Ashland Road  
 Summit, NJ 07901

Kevin Haggerty  
 908-347-1598 Mobile

Account # 5210  
 Invoice # 8243  
 Invoice Date 04/04/24  
**Invoice Total \$143.94**

ITEM	DESCRIPTION	COST	QTY	PRICE
	Quarterly Service			
	Quarterly Service	\$135.00	1	\$135.00
	General maintenance every 3 months. Pests Covered: Ants, (including carpenter ants), Wasps, Hornets, Mice, Rats, Centipedes, Millipedes, Silver Fish, Pill Bugs, Roaches, Spiders, Flies, Fleas, Pantry Pests, Clothing Moths, Carpenter Bees, Bees (Excluding Honey Bees) and Crickets			

**Terms**

Payment is due on receipt.

**GENERAL TERMS:**

1. It is agreed that under this contract Insetti Pest Services LLC is not responsible for the repair of visible damage existing as of the date of this contract except as such damage is described on the Graph and Specifications and for which a specific charge for the repair of same is made. It is possible that damage may as of the date of this contract, exist in unexposed areas of the structure or in areas which are inaccessible to visual inspection. For this reason, Insetti Pest Services LLC cannot guarantee that the damage disclosed by visual inspection of the premises (and which are indicated on the Graph and Specifications) represents the entirety of damage which may exist as of the date of initial treatment. It is specifically understood, therefore, that Insetti Pest Services LLC shall not be responsible for the repair of any damage which existed in areas or in structural members which were not accessible for visual inspection as of the date of this contract.
2. Structural and mechanical defects, which result in water leakage in interior areas or through the roof or exterior wall of the premises may destroy the effectiveness of Insetti Pest Services LLC treatment, thereby permitting infestation to continue after the date of the initial treatment. If such a condition is discovered, it is agreed that the customer will be responsible for making such repairs as are necessary to correct the structural or mechanical defect and Insetti Pest Services LLC will, upon completion of said repair, provide additional treatment deemed necessary to control the infestation in the area.
3. Any claim for breach of any guarantee shall be made in writing to Insetti Pest Services LLC. No suit shall lie hereunder unless the provisions of paragraph 4 have been complied with and unless brought within one year after the making of said written demand.
4. I agree that Insetti Pest Services LLC obligations under this agreement and my guarantee shall be canceled if Insetti Pest Services LLC cannot perform its responsibilities because of acts of war, whether declared or undeclared, acts of any duly constituted government authority, seizure, riots, civil commotions, strikes or other labor disputes, fires, floods, storms, explosions, acts of God, failure of supplies from ordinary sources, lack of usual means of transportation, my failure to allow Insetti Pest Services LLC access to my building for any purpose, specifically

<b>Subtotal</b>	<b>\$135.00</b>
<b>NJ Sales Tax</b>	<b>\$8.94</b>
<b>Total</b>	<b>\$143.94</b>
<b>Amount Paid</b>	\$143.94
<b>Amount Due</b>	<b>\$0.00</b>
<b>Past Balance</b>	\$0.00
<b>Balance Due</b>	<b>\$0.00</b>

including reinspection, whether the reinspection was required by me or by Insetti Pest Services LLC or any other reason beyond Insetti Pest Services LLC's control.

5. This agreement covers the premises on this invoice and Specifications as of the date of actual treatment, and in the event the premises are structurally modified, altered or otherwise changed after the date of initial treatment, this agreement shall terminate unless a prior written agreement shall have been entered into between the owner and Insetti Pest Services LLC to reinspect the premises.

6. It is understood and agreed between the parties that this contract, Specifications and the Guarantee constitute the complete agreement between the parties and that said agreement may not be changed or altered in any manner, oral or otherwise by any representative of Insetti Pest Services LLC unless alteration or change be in writing and executed by a corporate officer of Insetti Pest Services LLC

7. It is understood and agreed between the parties that any guarantee issued pursuant to this contract is subject to the limitations and restrictions, if any, set forth in the Graph and Specifications.

8. It is specifically understood and agreed that Insetti Pest Services LLC and the buyer are bound only by the terms and conditions of this agreement and not by any other representations, and/ or otherwise.

9. If my building has any moisture or structural conditions, which support Carpenter Ants after Insetti Pest Services LLC's initial treatment under this agreement, then I agree not to hold Insetti Pest Services LLC responsible for any damage repairs.

10. Upon receipt of full payment, Insetti Pest Services LLC will put into effect the type guarantee noted on front side. My guarantee will cover the structures described on this invoice and upon full payment of initial charges for treatment and any related services. My guarantee may become effective for 45 days. After 45 Days it will be my option to pay Insetti Pest Services LLC to retreat my structure(s) or to drop my guarantee. Should I decide to have my structure(s) treated by Insetti Pest Services LLC, my new guarantee may become effective for another 45 days.

11. Access to Property: Purchaser agrees to allow Insetti Pest Services LLC direct access to the premises as deemed necessary by Insetti Pest Services LLC for inspection, treatment or any other purpose contemplated by this agreement. Purchaser shall be solely responsible for the full cost to remove and replace any floor coverings, raised hardwood flooring, wall coverings, artificial ceilings, deck/porch flooring and staircases or other structural features which provide direct access by Insetti Pest Services LLC. If Purchaser fails to abide by these conditions, then Insetti Pest Services LLC shall have the right to terminate this agreement immediately.

12. Chemical Sensitivity: Insetti Pest Services LLC applies all chemicals according to the manufacturers' instructions, however, if anyone entering the premises is sensitive to chemicals or chemical odors, Insetti Pest Services LLC recommends that you contact a physician prior to treatment. Insetti Pest Services LLC shall have no liability for side effects caused by chemicals or chemical odors.

#### **Notes**

Thank you for choosing Insetti Pest Services, and we look forward to seeing you soon.

#### **CONSUMER INFORMATION NOTICE**

Dear Customer:

As of November 19, 2001, the New Jersey DEP Pesticide Control Program instituted a new program that requires us to provide customers with information about the pesticides we will be using as part of the pest control program for your property. This CONSUMER INFORMATION NOTICE provides you with this information. This CIN lists any label precautions for the pesticide(s) listed below that you should be aware of. You should also be aware that you may request notification of the exact date(s) of any pesticide application, and a copy of the label for each pesticide that will be used.

We are also required to provide the following phone numbers for your use in the event you have any health related questions concerning the materials that we will be using:

National Pesticide Information Center (General Questions) 1 (800) 858-7378

New Jersey Poison Information & Education System (Emergencies) 1 (800) 222-1222

New Jersey DEP Pesticide Control Program

(This number is for pesticide regulations information, complaints & health referrals.) (609) 984-6507

As the customer, you are entitled by the New Jersey Pesticide Control Regulations to ask us for a copy of the label for each pesticide that will be used on your property, and if you request them, we are required to provide them to you. Furthermore, if this is a contract for termite control, we are required to give you, without your asking, a copy of N.J.A.C. 7:30-10.4 or a Department approved summary of N.J.A.C. 7:30-10.4 regarding proper application of termiticides. Sanitation, as well as physical and biological control measures, should be considered as another part of a good pest control program. Pesticides may be used as another part of a good pest control program. Pesticides are substances used to control living organisms and vary in degree of toxicity.

Visual inspection of exterior and all ok. Treated exterior perimeter with talstar granular for preventative control of ants in general insect. Removed all interior and exterior rodent control devices as customer is moving. This is the last service for this address. If new homeowners wish to use my service please feel free to forward them my information. It's been great having you as a customer and I wish you nothing but the best. Good luck with all your future endeavors. Steve.

Next Service Date: 07/04/24

<b>MATERIAL / EPA #</b>	<b>QTY UNITS</b>	<b>DILUTION</b>	<b>METHOD</b>	<b>LOCATION</b>	<b>TARGET</b>	<b>AREA</b>
Talstar PL Granular .2% 279-3168	6 oz	.2%	Granules	Exterior	Ants, General Maintenance	



## **WORKMANSHIP WARRANTY**

**Project: 108 Ashland Road, Summit, New Jersey 07901**

### **Terms and Conditions**

H2GO Waterproofing, LLC hereby warrants materials and workmanship for the French Drain and Sump Pump installation performed on the “Project” at 108 Ashland Road, Summit, New Jersey 07901, beginning on March 7<sup>th</sup>, 2024, and completed on March 11<sup>th</sup>, 2024.

H2GO Waterproofing, LLC’s liability is limited to the value of the contracted work only. At no time is H2GO Waterproofing, LLC responsible for any costs outside of the work performed. H2GO Waterproofing, LLC is not responsible for any damages caused by “Acts of God,” “Mother Nature,” a “Superstorm Event,” a “Hurricane,” or inadequate/failure of municipal systems, nor is H2GO Waterproofing, LLC responsible for incidental damages.

H2GO Waterproofing, LLC guarantees sump pump installation for one (1) year. Sump pump manufacturer warranty is valid for three (3) years. Sump pump failures are not the responsibility of H2GO Waterproofing, LLC. H2GO Waterproofing, LLC is not responsible for any sump pump discharge lines that may freeze during cold climate months. H2GO Waterproofing, LLC is not responsible for damages caused by power outages.

H2GO Waterproofing, LLC cannot guarantee the total elimination of moisture, water or dampness penetration through foundation walls or slab unless an external waterproofing system is performed along with a dedicated working drainage point. And H2GO Waterproofing, LLC did not install any external waterproofing system. In addition, pump or power failure is possible, therefore the warranty is not a guarantee of a dry basement, as the scope of the work cannot guarantee a dry basement in all circumstances. The warranty shall not apply to: condensation, water vapor transmission, concrete discoloration, above grade leaking (such as water leaks due to ruptured pipes and/or accidents in the home, e.g., bathtub or toilet overflow), window well flooding, plumbing leaks, surface water flooding, leaks from chimneys or garages, or efflorescence (white powder) on concrete. The contractor cannot be responsible for peeling paint or dust created from installation. H2GO Waterproofing, LLC’s work on the project should not be classified as a waterproofing solution.

Customer understands that estimate and work was/is based on the information provided and supported by the customer. H2GO Waterproofing, LLC cannot guarantee that more work may

need to be completed above and beyond the scope of work on the contract at an additional charge.

Installing an internal drainage system may cause higher levels of moisture/dampness, soil gases, and insect intruders. It is recommended to take moisture level and radon gas readings before and after installation, as an extra precaution. H2GO Waterproofing, LLC does not warranty that insect intruders will not enter the Project space.

I/We have read this Warranty and agree to its terms and conditions.

Agreed to and accepted by:

---

Kevin Haggerty and Rie Haggerty  
108 Ashland Road, Summit NJ 07901

H2GO Waterproofing, LLC

*Nicholas Rizzo*

---

By: Nicholas Rizzo, Member



All Wet Irrigation LLC  
 85 Franklin Road, Unit 1C  
 Dover, NJ 07801  
 (973) 366-8754

**BILL TO**

Kevin Haggerty  
 108 Ashland Road  
 Summit, NJ 07901 USA

<b>INVOICE</b> 441144060	<b>INVOICE DATE</b> Apr 05, 2024
-----------------------------	-------------------------------------

**JOB ADDRESS**

Kevin Haggerty  
 108 Ashland Rd  
 Summit, NJ 07901 USA

**Completed Date:** 4/5/2024  
**Payment Term:** Due Upon Receipt  
**Due Date:** 4/5/2024

**DESCRIPTION OF WORK**

We have conducted a thorough inspection by pressurizing the system to check for leaks, adjusting sprinkler heads for proper coverage, and setting the timer based on current weather and seasonal conditions. While proceeding with the inspection, we noticed the following issues and provided recommendations for repairs or upgrades as needed.

- Zone 1: Zone is operational at this time. Tested; Working unclogged fitting preventing head from coming up
- Zone 2: Zone is operational at this time. Tested; Working
- Zone 3: Zone is operational at this time. Tested; Working replaced 3 spray heads and 4 mp nozzles and broken pipe
- Zone 4: Zone is operational at this time. Tested; Working
- Zone 5: Zone is operational at this time. Tested; Working
- Zone 6: Zone is operational at this time. Tested; Working
- Zone 7: Zone is operational at this time. Tested; Working
- Zone 8: Zone is operational at this time. Tested; Working
- Zone 9: Zone is operational at this time. Tested; Working
- Zone 10: Zone is operational at this time. Tested; Working
- Zone 11: Zone is operational at this time. Tested; Working

- \*All Wet is not responsible for any unmarked underground utilities.
- \*Landscaper may need to do minor cleanup/top dressing after repairs.
- \*Further repairs may be needed once system is fully pressurized and operational.
- \*Price subject to change, to be determined by technician at time of scheduled service.
- \*Full payment is due at time of completed services. (Cash is not accepted)

HST

TASK	DESCRIPTION	QTY	PRICE	TOTAL
START UP III	START UP SERVICE PROVIDED	1.00	\$185.00	\$185.00

FUEL	FUEL SURCHARGE	1.00	\$4.99	\$4.99
THANKYOU2	We want to thank you for allowing us to care for your property. We take great pride in helping our customers get the best lawn that they can. Each service builds on the last to strengthen the lawn and help it recover from stresses of the different seasons.	1.00	\$0.00	\$0.00
POLY-RPR	Repair Poly Break <5 ft	1.00	\$139.00	\$139.00
NZ-MP-2-90	Replace Nozzle - MP Rotator 2000 (90-210)	4.00	\$39.50	\$158.00
SH-SPRAY4	Replace Lawn Spray Head - 4"	3.00	\$75.00	\$225.00
svc-ext	Extensive Labor	2.00	\$65.00	\$130.00

PAID ON	TYPE	MEMO	AMOUNT
3/12/2024	MasterCard	START UP APPT	\$202.58
4/5/2024	MasterCard		\$695.19

POTENTIAL SAVINGS	\$65.20-\$97.78
SUB-TOTAL	\$841.99
NEW JERSEY SALES TAX - (6.625%) 6.625%	\$55.78
TOTAL DUE	\$897.77
PAYMENT	\$897.77
<b>BALANCE DUE</b>	<b>\$0.00</b>

Thank you for choosing All Wet Irrigation

**CUSTOMER AUTHORIZATION**

This invoice is agreed and acknowledged. Payment is due upon receipt. A service fee will be charged for any returned checks, and a financing charge of 1% per month shall be applied for overdue amounts.

Sign here

Date 4/5/2024

**CUSTOMER ACKNOWLEDGEMENT**

I find and agree that all work performed by All Wet Irrigation Service has been completed in a satisfactory and workmanlike manner. I have been given the opportunity to address concerns and/or discrepancies in the work provided, and I either have no such concerns or have found no discrepancies or they have been addressed to my satisfaction. My signature here signifies my full and final acceptance of all work performed by the contractor.

Sign here

Date 4/5/2024

I authorize All Wet Irrigation Service to charge the agreed amount to my credit card provided herein. I agree that I will pay for this purchase in accordance with the issuing bank cardholder agreement.

Sign here



Date 4/5/2024

---



All Wet Irrigation LLC  
85 Franklin Road, Unit 1C  
Dover, NJ 07801  
(973) 366-8754

**BILL TO**

Kevin Haggerty  
108 Ashland Road  
Summit, NJ 07901 USA

INVOICE  
441144060

INVOICE DATE  
Mar 12, 2024

**JOB ADDRESS**

Kevin Haggerty  
108 Ashland Rd  
Summit, NJ 07901 USA

**Completed Date:**

**Payment Term:** Due Upon Receipt

TASK	DESCRIPTION	QTY	STANDARD PRICE	PRICE	TOTAL
START UP III	START UP SERVICE PROVIDED	1.00	\$185.00	\$185.00	\$185.00
FUEL	FUEL SURCHARGE	1.00	\$5.87	\$4.99	\$4.99

PAID ON	TYPE	MEMO	AMOUNT
3/12/2024	MasterCard	START UP APPT	\$202.58

MEMBER SAVINGS	\$0.88
SUB-TOTAL	\$189.99
NEW JERSEY SALES TAX - (6.625%) 6.625%	\$12.59
TOTAL DUE	\$202.58
PAYMENT	\$202.58
BALANCE DUE	\$0.00

Thank you for choosing All Wet Irrigation





EcoSystems Total Outdoor Solutions  
 900 State Route 33  
 Freehold NJ 07728  
 732-679-7474  
 www.ecosystemsnj.com

**BILL TO**

Kevin Haggerty  
 108 Ashland Road  
 Summit, NJ 07901 USA

<b>INVOICE</b> 407168799	<b>INVOICE DATE</b> Nov 14, 2023
-----------------------------	-------------------------------------

**JOB ADDRESS**

Kevin Haggerty  
 108 Ashland Rd  
 Summit, NJ 07901

**Completed Date:** 11/14/2023  
**Payment Term:** Due Upon Receipt  
**Due Date:** 11/14/2023

**DESCRIPTION OF WORK**

Irrigation system completely winterized  
 Timer is off/unplugged (except Hydrawise)  
 Plug tied to PVB with red zip-tie  
 PVB handles AND test ports cocked at 45 degrees  
 DO NOT TURN WATER ON  
 REPAIRS NEEDED FOR 2024 (Y/N)= N

If You Feel Your Technician Treated You and Your Property With A 5 Star Service, Please Share Your Experience and Mention Them By Name: <https://tinyurl.com/EcosystemsReviews>

---PLEASE CHECK YOUR EMAIL FOR 2024 WINTERIZATION REPORT---

HST

TASK	DESCRIPTION	QTY	PRICE	TOTAL
Recognize Revenue - Irrigation	Recognize Revenue - Irrigation	1.00	\$132.00	\$132.00
Deferred Revenue	Deferred Revenue	1.00	\$-132.00	\$-132.00

**SUB-TOTAL** \$0.00

**TOTAL DUE** \$0.00

**BALANCE DUE** **\$0.00**

Thank you for choosing Ecosystems Total Outdoor Solutions for you irrigation needs. If you are interested in any additional services, such as Lawn Fertilization, Mosquito & Tick Control, Drainage Solutions or LED Landscape Lighting please contact us at 732-679-7474.

GLP



VZ

Village Sweep  
 1812 Front Street  
 Scotch Plains, NJ 07076  
 (908) 756-1807  
 www.villagesweepnj.com

✓



**Village Sweep Chimney Service**  
 Since 1979

Chimneys Cleaned, Relined & Repaired  
 Caps, Dampers, Custom Chase Covers, Masonry Repairs

Member, NJ & National Chimney Sweep Guilds  
 NJ License/Registration #13VH08153300  
 CSIA Certification #9067

**CUSTOMER** 6/30/20  
 Kevin Haggerty  
 108 Ashland Rd Summit NJ

NOTES Installed 6" x 30' stainless steel m-flex liner to vent 88,500 BTU Boiler and 40,000 BTU hot water heater. Replaced vent pipe with 26 gauge pipe.

I acknowledge that the services below were rendered and that I have also been advised of the condition of my chimney.

x \_\_\_\_\_  
 Customer's Signature

Services Rendered

Cleaned fireplace, damper, smoke shelf, smoke chamber and flue.

Cleaned:  Oil flue & connector pipes  
 Gas flue & connector pipes

Inspected: Fireplace / Oil Flue / Gas Flue  
 No significant buildup of soot or creosote. Check #  
3303

Installed stainless steel cap(s)

Other Services/Products:  
 Installed 6" Liner cap atop chimney (stainless steel)  
 to secure liner at top.

TAX

TOTAL AMOUNT DUE ~~1775.00~~  
 \$ 2,285.



Ramsey, NJ 07446

Phone: 201-796-7374 Fax: 201-797-8595

Carlsonbros@aol.com

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## **LIMITED WORKMANSHIP WARRANTY Warranty Certificate**

Job Completion Date: 3/14/2013

This warranty applies: Haggerty

The Product: Owens Corning Duration 50 year shingles

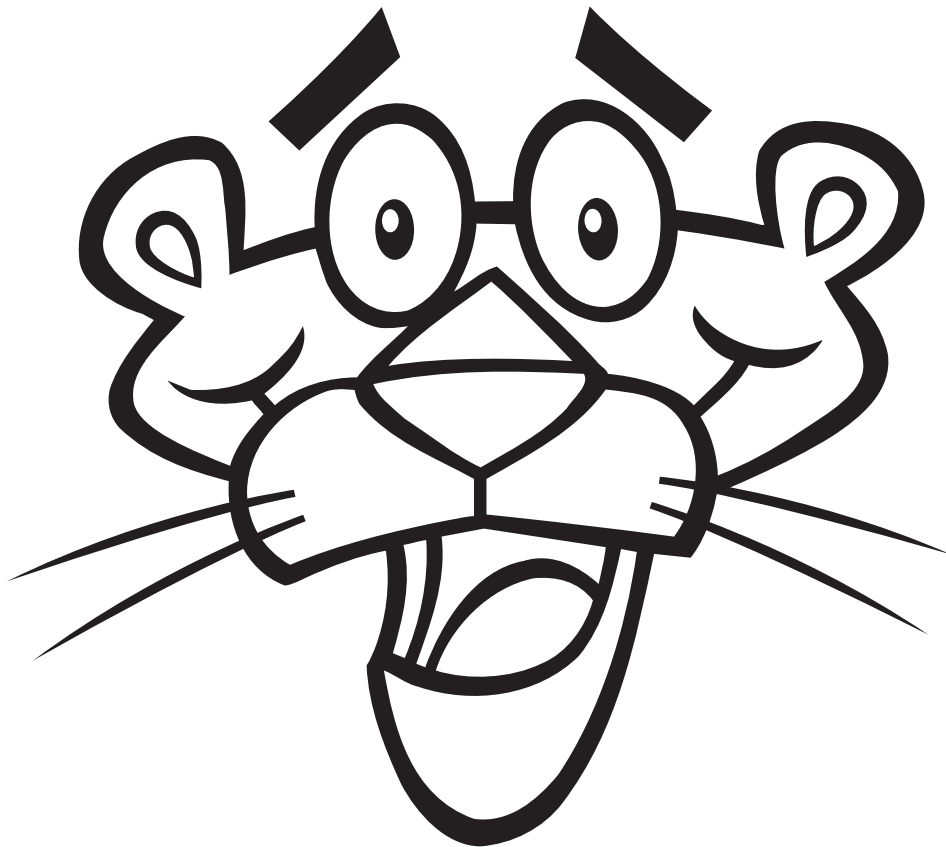
Address: 108 Ashland Rd Summit, NJ

Carlson Brothers Roofing Inc hereby states that the labor portion of installing a new shingle roof and EPDM roofing system is warranted for a period of 12 years from the date of installation. Flat roof and low pitch roof applications are warranted for a period of up to seven years. Coatings on flat roofs are warranted for one year. This is a limited labor warranty for shingle roofs. We warranty that for a period of 12 years from date of installation, there will not be any leaks caused from original application errors of any approved roofing material provided and installed by Carlson Brothers Roofing. Carlson Brothers Roofing warrants the roof is installed properly and according to specifications approved on the contract. Within a period of 12 years, we agree to repair any leaks to the roof, which are deemed to be caused by our workmanship during the initial installation. Our liability is limited to roof repair only. Carlson Brothers will not be responsible for any interior, exterior or structural damage that might occur from leaks covered under this warranty. This warranty does not cover any liabilities or damages which have been caused by acts of God, including but not limited to tornadoes, hurricanes, hail, gale winds, lightning, earthquakes, foundation shifts, ice dams, snow, nails lifting from the deck or any action outside the control of the seller. This warranty does not cover any leaks caused by the failure of any material not replaced at the time of the original installation, including but not limited to existing skylights, fireplace flashing, nails pops, porous or cracked masonry allowing water seepage, deteriorated wall siding that allows water to penetrate in the wall flashing, the failure of any flashing not replaced according to the contract, or where any modifications have been made to the roof structure of the building after the installation after the original roof is completed. Carlson Brothers Roofing must be notified within 3 days of any leak covered by this warranty. Carlson Brothers will not be responsible for any repairs to the roof or to surrounding areas performed by another contractor. Failure to notify Carlson Brothers Roofing of leaks or pending work will void this warranty. Warranty is transferable one time.



# STANDARD PRODUCT<sup>^</sup> LIMITED WARRANTY

on Owens Corning<sup>®</sup> Roofing Shingles  
and Components





THIS WARRANTY INCLUDES LIMITATIONS ON ITS TRANSFERABILITY.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR PROVINCE TO PROVINCE.

**FOR CANADA ONLY:** THE TERMS IN THIS WARRANTY, EXCEPT TO THE EXTENT LAWFULLY PERMITTED, DO NOT EXCLUDE, RESTRICT OR MODIFY BY AND ARE IN ADDITION TO ANY PROVINCIAL LAWS.

## INTRODUCTION

Thank you for your recent purchase of Owens Corning® Roofing Shingles and Components manufactured by Owens Corning Roofing and Asphalt, LLC ("Owens Corning"). We believe we manufacture the highest quality and most attractive Roofing Shingles and Components available anywhere, and that is why we stand behind them with one of the best warranties in the industry. We have attempted to write this warranty in clear, plain English terms, so you will fully understand the warranty we are making to you. If anything in this warranty is not clear to you, please call us at 1-800-ROOFING or visit our web site at [www.owenscorning.com/roofing](http://www.owenscorning.com/roofing).

## WHO IS COVERED

To be entitled to the benefits of this Standard Product Limited Warranty: (1) your property must be located in the United States or Canada; and (2) you must be the original consumer purchaser (the property Owner, not the installer or contractor) of the roofing shingles and components.

## WHAT IS COVERED

**ROOFING SHINGLES:** We warrant that your Owens Corning® roofing shingles and Owens Corning® Hip & Ridge shingles are free from any manufacturing defects that (1) materially affect their performance on your roof during the TRU PROtection® period or that (2) cause leaks during the balance of the applicable warranty period after the TRU PROtection® coverage period has expired. To determine the length of the TRU PROtection® coverage period and the balance of the applicable warranty period, please see "How Long Are You Covered" below and the "Limited Warranty Information Table" at the end of this warranty.

**ROOFING COMPONENTS:** Warranty coverage for Owens Corning® Hip & Ridge shingles including Berkshire®, DecoRidge®, DuraRidge®, ProEdge®, RIZERidge® and WeatherGuard® HP matches the corresponding roofing shingle. For all other Owens Corning roofing components, when you install three (3) or more of the five (5) Owens Corning roofing components listed below (one product from each category where applicable) with any Owens Corning shingle, the warranty coverage for manufacturing defects and the coverage period will match the warranty of your shingles. Please see "How Long Are You Covered" below and the "Limited Warranty Information Table" at the end of this warranty for warranty periods. If less than three (3) Owens Corning® components are used, these products will be warranted for the length of time as defined in their individual product warranties. See individual component warranties for more detail.

Owens Corning roofing component categories:

- Owens Corning® Hip & Ridge shingles including Berkshire®, DecoRidge®, DuraRidge®, ProEdge®, and RIZERidge®, and WeatherGuard® HP.
- Owens Corning® VentSure® products (intake vent or exhaust vent) If a VentSure® intake vent AND VentSure® exhaust vent are both used, this counts as one (1) of the three (3) requirements listed above. VentSure® off-ridge exhaust vents and electrical components of the VentSure® Solar Attic Exhaust Fan are excluded from this warranty.
- Owens Corning® brand roof underlayment products, RhinoRoof® U20 roof underlayment, Titanium® brand synthetic roof underlayment products, or FIBERGLAS™ Reinforced Felt.
- Owens Corning® Starter Shingle products; and
- Owens Corning® WeatherLock®, Titanium® or RhinoRoof® Self-Adhered Ice & Water Barrier products.

This warranty does not cover non-Owens Corning® roofing components such as flashing, fasteners, pipe boots and wood decking. This warranty applies only to those shingles purchased after January 1, 2020 and before the date a later warranty applicable to the shingles comes into effect

## HOW LONG ARE YOU COVERED

ALL IMPLIED WARRANTIES APPLICABLE TO YOUR ROOFING SHINGLES AND COMPONENTS ARE LIMITED IN DURATION TO THE TRU PROtection® COVERAGE PERIOD APPLICABLE TO SUCH PRODUCTS, AS PROVIDED BY THIS WARRANTY, UNLESS A SHORTER PERIOD IS PERMITTED BY APPLICABLE LAW. SOME STATES OR PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

**1. TRU PROTECTION® PERIOD:** From the installation of the shingles through the TRU PROtection® coverage period of this warranty, Owens Corning will compensate you to either repair, replace, or recover defective Owens Corning® roofing shingles and components. The compensation provided by Owens Corning is limited to the cost of replacing Owens Corning® roofing shingles and components and the labor directly required to repair, replace or recover such defective Owens Corning® roofing products as reasonably determined by Owens Corning. Our compensation will not cover any non-Owens Corning® underlayment, metalwork, flashings or other related work, and we will not cover the cost to remove or dispose of your roofing materials. The TRU PROtection® coverage period does not apply to Wind and Algae coverage. Please see "What About Wind Resistance" and "What About Algae Resistance" portions of this warranty for applicable coverage. Owens Corning reserves the right to arrange directly for the repair or replacement of your Products instead of compensating you directly. This compensation is limited as follows:

- If Owens Corning decides to replace the shingles or components, Owens Corning will compensate you only for the cost of replacement Owens Corning® shingles or components and the labor directly required to replace the defective shingles, both as reasonably determined by Owens Corning.
- If Owens Corning decides to repair or recover the shingles, Owens Corning will compensate you only for the cost of the labor directly required to repair or recover the defective shingles as reasonably determined by Owens Corning.
- The TRU PROtection® coverage period does not apply to wind and algae coverage. Please see "What About Wind Resistance" and "What About Algae Resistance" below for applicable coverage.

**2. PRORATED PERIOD:** Once the TRU PROtection® coverage period for the Owens Corning® roofing products purchased has expired, the prorated period will begin. During this prorated period, we will provide prorated compensation of the cost of the defective Owens Corning® products, but no labor or other costs will be covered during the prorated period, and we will take into account the number of full years of use that you have enjoyed from the original installation date through the date of your claim, and reduce the amount of our compensation to you accordingly. We will prorate the amount of our compensation to you to adjust the number of years you have enjoyed from the original installation through the date of your claim. For example: If you purchased a shingle with a Lifetime warranty and three (3) or more Owens Corning components and you make your claim in the 15th year of the warranty, we will not cover labor but our compensation to you will be 72% of the Owens Corning® roofing shingles and components cost at the time of purchase. Further detail can be found on the "Limited Lifetime<sup>A</sup> Roofing Shingles and Components Proration<sup>S</sup> Table" below.

**3. OTHER TYPES OF STRUCTURES:** The coverage for the Owens Corning® roofing products offered by this warranty depends on the structure of which the shingles are installed and the owner of the structure. Lifetime coverage for all Owens Corning® shingles applies only to single-family detached homes where the owner of the roof is the resident occupying the home. In the instance of roofing products purchased or installed upon property owned by others, for example, corporations, governmental agencies, partnerships, trusts, religious organizations, schools, condominiums, homeowners' associations or cooperative housing arrangements, or installed on any other structures (for example, on apartment buildings or any other type of building or premises not used by individual homeowners as their residence), the warranty period will be 40 years from the original installation date of the roofing shingles and components, and the TRU PROtection® coverage period will be five years. Further detail can be found on the "Limited Lifetime<sup>A</sup> Roofing Shingles and Components Proration<sup>S</sup> Table". Owens Corning reserves the right to arrange directly for the repair or replacement of your Products instead of compensating you directly.

### Limited Lifetime<sup>A</sup> Roofing Shingles and Components Proration<sup>S</sup> Table

Structure/Owner	TRU PROtection® Period Years 1–10	Prorated Period Years 11–40	Prorated Period Years 41 and Beyond
Single family detached home owned by individuals	100%**	80% reduced by 2% every year thereafter until year 40	20%
Structure/Owner	Years 1–5	Years 6–40	Years 41 and Beyond
Any other types of structures or owners	100%**	87.5% <sup>§</sup> reduced by 2.5% every year thereafter until year 40	No coverage

<sup>A</sup> For as long as owner owns home.

<sup>§</sup> Proration is calculated annually, based on the original installation date. There are no partial year prorations.

\*\* Of costs covered under this warranty.

**4. EXCEPTIONS:** All of Owens Corning's obligation of Compensation under this warranty (whether for repair, replacement, recover or refunding a prorated portion of the cost of the defective roofing products are subject to the limitations provided by this warranty. Any replacement Owens Corning® products will be warranted only for the remainder of the original warranty period. Owens Corning will not provide compensation for any underlayment, metalwork, flashings or other related work, and we will not compensate for the cost to remove or dispose of your Roofing Shingles and Components.

**5. WHAT ABOUT WIND RESISTANCE:** Your shingles and Hip & Ridge (the Shingle Products) contain asphalt sealant that requires direct warm sunlight for several days (Thermal Sealing) in order to seal properly. If your Shingle Products are installed during a period of cool weather, they may not adequately seal until the season changes or the weather warms, and if your Shingle Products never receive direct sunlight or are not exposed to adequate surface temperatures, they may never achieve Thermal Sealing. Prior to your shingles achieving Thermal Sealing, your Shingle Products are more vulnerable to blow-offs and wind damage. This is the fundamental nature of Shingle Products and not a manufacturing defect, and we are not responsible for any blow-offs or wind damage that might occur prior to Thermal Sealing having occurred. After your Shingle Products have achieved Thermal Sealing, however, they will be covered under this warranty if they experience blow-offs or wind damage in winds (including gusts) up to the levels and for the period from the original installation date ("Wind Warranty Period"), listed in the "Limited Warranty Information Table" listed in the chart at the end of this warranty.

HOWEVER, THE COVERAGE AGAINST SHINGLE PRODUCT BLOW-OFFS OR WIND DAMAGE IS IN EFFECT FOR A PERIOD OF 15 YEARS FROM THE ORIGINAL DATE OF INSTALLATION. Owens Corning will be liable only for the reasonable cost of replacing blown-off Shingle Products (to include material and labor during the applicable TRU PROtection® warranty period) and the reasonable cost of manually sealing the unsealed Shingle Products remaining on the roof. Owens Corning is not responsible where the damage or blow-offs are caused by damage to the underlying structure.

**6. WHAT ABOUT ALGAE RESISTANCE:** If the Shingle Products that you purchased were not specifically labeled as "Algae Resistant" (AR), then any discoloration caused by algae is not covered by this warranty as explained in the section below, "What Is Not Covered" below. However, if you did purchase AR Shingle Products, they are covered for the period described in the "Limited Warranty Information Table" at the end of this warranty following the date of installation ("AR Warranty Period") against brown-black staining caused due to growth of cyanobacteria Gloeocapsa magma algae. We do not cover the effects of other growth such as mold, lichen, and green algae. If brown-black staining occurs during the AR Warranty Period, you will be entitled to the following remedy:

**A. Remedy for Algae Growth:** If your AR Shingle Products are discolored due to cyanobacteria algae growth during the first year of the AR Warranty Period, we will compensate you for the cost, including labor (such cost not to exceed the cost of the AR Shingle Products plus the cost of installation), as reasonably determined by Owens Corning, to repair, replace or recover the affected AR Shingle Products. For purposes of this AR Shingle Products warranty, the term "repair" as used above refers to cleaning or otherwise removing any algae growth from affected AR Shingle Products. Decisions regarding whether your AR Shingle Products should be repaired, replaced or recovered will be made solely by Owens Corning.



**B. Proration:** If your AR Shingle Products have been installed longer than 1 year, labor will not be covered and compensation will be limited to a prorated amount of the cost of the affected AR shingles. We will prorate your compensation to take into account the number of full years of use that you have enjoyed from the original installation date through the date of your claim. For example: If you make your claim anytime in the 4th year of the AR warranty and the AR Warranty Period is 10 years, our compensation to you will be the amount of the cost of the affected Owens Corning® AR Shingle Products reduced by 3/10ths of the cost of the affected AR Shingle Products.

NOTE: In dry regions with limited rainfall, copper released by algae resistant shingles can cause excessive corrosion to aluminum gutters. In these regions, Owens Corning recommends using vinyl gutters and will not be liable for any damage that may result from using aluminum gutters with algae resistant shingles.

#### **TRANSFERABILITY OF THIS WARRANTY (NOTE: BASED ON ORIGINAL INSTALLATION DATE)**

This warranty is not transferable except as follows: You may only transfer this warranty 1 time, anytime during the life of the warranty to the purchasers of the structure on which the shingles are installed. For this warranty to transfer and the second Owner to obtain the benefits of this warranty, the second Owner must within 60 days after the date of the real estate transfer contact 1-800-ROOFING and submit together (1) proof of purchase of the Owens Corning® roofing shingles and components; and (2) the installation date and ownership history.

- (1) If the transfer takes place within the *TRU PROtection*® Nonprorated period (see "**Limited Warranty Information Table**"), the second Owner is entitled to the same coverage as the original Owner.
- (2) If the transfer occurs after the *TRU PROtection*® Nonprorated period (see "**Limited Warranty Information Table**"), the balance of this warranty shall be reduced to a 2 year period after the date of ownership change. If there is a manufacturing defect that causes leaks during this 2 year period, our compensation to the second Owner will be based only on the reasonable cost of replacement of the Owens Corning® roofing shingles and Components reduced by the amount of use the second Owner and the original Owner have enjoyed from the original installation date through the date of your claim.
- (3) The AR Warranty Period and Wind Warranty Period are fully transferable. The second Owner will receive the balance of the coverage outlined in the "**Limited Warranty Information Table**" based upon the original installation date.

#### **WHAT IS NOT COVERED**

Our warranty does not cover damage to the Owens Corning® roofing shingles and components products due to any cause not expressly covered in this warranty. After our roofing products leave our manufacturing facilities, they are subject to conditions and handling beyond our control that could affect their performance. This warranty does not cover any problems with non-defective roofing products caused by conditions or handling beyond our control. Some examples of conditions not covered by this warranty include:

1. Acts of God, such as hail, strong storms or winds (including gusts) over the maximum wind speed listed in the "**Limited Warranty Information Table**" at the end of this warranty, ice damming above the area covered by leak barriers or flashings or snow or water infiltration through exhaust vents.
2. Damage to or failure of the roofing products as a result of damage to or the failure of the underlying roofing structure, or failure and/or rusting of roof nails.
3. Foot traffic on your roof or damage caused by objects (e.g. tree branches) falling on your roof.
4. Improper or faulty installation of your roofing products —installation must be in accordance with our written installation instructions and comply with local building codes.
5. Shading, or variations in the color of your Owens Corning® Shingle Products or discoloration caused by algae, fungi, lichen or cyanobacteria (unless covered under the section "**What About Algae Resistance**" above).
6. Damage caused by improper or inadequate roof ventilation or roof drainage, unvented attics or enclosed roof rafter assemblies.
7. Settlement of the structure of your property or buckling or cracking of the deck over which your roofing products are installed.
8. Leaks caused by pre-existing conditions, structural failures(s) or damaged area(s) on or near the roof that are not part of the roofing shingles and components such as chimneys that have loose or cracked mortar, skylight seams, or soil pipe boots allow water to enter the structure or roofing shingles and components.
9. Damage to the shingles caused by alterations made after completion of application, including structural changes, equipment or solar panel installation, power washing, painting or the application of cleaning solutions, coatings, or other modifications.
10. Any damage due to debris, resins or drippings from foliage.
11. Improper storage, handling or other conditions beyond our control.
12. Damages caused by, or the cost to repair or replace, any non-Owens Corning® products.
13. Improperly designed or installed gutter or downspout systems.
14. Any costs that you incur which are not authorized in advance by Owens Corning.

#### **REPLACEMENT SHINGLE VARIATIONS**

As a result of our ongoing efforts to improve and enhance our roofing products, we must reserve the right to discontinue or modify our shingles and component products, including their colors. We are not liable to you if you make a warranty claim in the future and any replacement roofing products you receive vary in color either because of normal weathering or changes in our product line. You should understand that if we replace any of your shingles or component products under this warranty, we reserve the right to provide you with substitute shingles or component products that are comparable only in quality and price to your original shingle or component products.

#### **COMPENSATION**

Under the terms of this warranty, the manner of compensation is at Owens Corning's sole discretion and may be arranged directly by Owens Corning or issued in the form of cash settlement and/or material credit for Owens Corning® Products to an existing supplier of Owens Corning® Roofing materials. All costs must be pre-approved by Owens Corning.

#### **CLAIMS PROCESS & RIGHT OF INSPECTION**

To make a claim under this warranty, you must do so within 30 days after you discover the problem. To fully evaluate your claim, we may ask you to provide, at your expense, pictures of your shingles or shingle samples for us to test. You must do so in order to be eligible to make a claim under this warranty. To make a claim or if you have any questions, do not hesitate to call 1-800-ROOFING or visit us at [www.owenscorning.com/roofing](http://www.owenscorning.com/roofing). If you repair or replace your Owens Corning® products before Owens Corning has made a determination on your claim, your claim may be denied. Owens Corning shall have a reasonable time after notification of a claim to inspect the roof. If requested by Owens Corning, the owner shall provide Owens Corning with reasonable access to the roof, during normal business hours, for the purpose of conducting an inspection of the roofing products

#### **NO MODIFICATIONS TO THIS WARRANTY**

The terms of this warranty may not be waived or modified (whether by a statement, omission, course of dealing or any act), except in writing signed by an officer of Owens Corning or a licensed attorney in the Owens Corning legal department or by the Owens Corning Technical Inspection Leader. Other than such an officer or attorney or Technical Inspection Leader, nobody (regardless of whether an Owens Corning employee, a contractor, an installer or otherwise) has authority to act on behalf of Owens Corning (for example to waive or modify this warranty, to make representations or warranties or to undertake any liability). This warranty represents the entire agreement between the parties and replaces all other communications, warranties, representations and guarantees.

#### **MANDATORY ARBITRATION**

To the extent permitted by applicable law, Owens Corning and you agree to arbitrate all disputes and claims arising out of or relating to this warranty or Owens Corning® shingles ("Dispute"). This warranty evidences a transaction in interstate commerce, and the Federal Arbitration Act governs the interpretation and enforcement of this provision. A party who intends to seek arbitration must first send to the other, by certified mail, a written notice of intent to arbitrate ("Notice"). The Notice to Owens Corning should be addressed to: One Owens Corning Parkway, Toledo, Ohio 43659 ("Arbitration Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If the parties do not reach an agreement to resolve the claim within 30 days after Notice is received, you or Owens Corning may commence an arbitration proceeding. All issues are for the arbitrator to decide, including the scope of this arbitration clause, but the arbitrator is bound by the terms of this warranty. The arbitration shall be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this warranty, and shall be administered by the AAA.

#### **YOU AND OWENS CORNING HEREBY WAIVE THE RIGHT TO A TRIAL BY JURY.**

The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

#### **YOU AND OWENS CORNING MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING**

Further, you agree that the arbitrator may not consolidate proceedings of more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

#### **GOVERNING LAW AND FORUM**

This warranty and all Disputes are governed by United States Federal laws and laws of Ohio. Subject to the "**Arbitration**" provision in this warranty, if there are any Disputes that cannot be arbitrated, then the parties consent to the exclusive jurisdiction and venue of the state and federal courts in Ohio with respect to such Disputes.

#### **SAVINGS AND SEVERABILITY**

To the extent that this warranty is inconsistent with applicable law, this warranty is hereby modified to be consistent with such applicable law. If an arbitrator or court determines that any term in this warranty is illegal or unenforceable, the parties intend for the arbitrator or court to interpret or modify this warranty to effect the original intent of the parties as closely as possible while rendering the term and this warranty fully legal and enforceable. If a term in this warranty cannot be rendered legal and enforceable accordingly, the parties intend for the arbitrator or court to sever the illegal or unenforceable term from this warranty, leaving the remainder of this warranty enforceable.

#### **LIMITATIONS**

NO DISPUTE MAY BE BROUGHT LATER THAN 1 YEAR AFTER ANY CAUSE OF ACTION HAS ACCRUED, AFTER WHICH ALL DISPUTES ARE FOREVER BARRED.

THIS WARRANTY IS YOUR EXCLUSIVE WARRANTY FROM OWENS CORNING AND REPRESENTS THE SOLE REMEDY TO ANY OWNER OF OWENS CORNING® ROOFING SHINGLES AND COMPONENTS. OWENS CORNING MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND OTHER THAN THOSE STATED EXPLICITLY IN THIS WARRANTY.

YOUR REMEDY FOR DEFECTIVE SHINGLES OR OWENS CORNING® ROOFING SHINGLES AND COMPONENTS IS FULLY DESCRIBED IN THE ABOVE SECTION, "**HOW LONG ARE YOU COVERED**". YOU ARE NOT ENTITLED TO ANYTHING MORE THAN WHAT IS DESCRIBED IN THAT SECTION. OWENS CORNING HAS NO REASON TO KNOW ANY PARTICULAR PURPOSE FOR WHICH YOU ARE BUYING ROOFING SHINGLES OR COMPONENTS.

OWENS CORNING IS NOT RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR OTHER DAMAGES OF ANY KIND INCLUDING DAMAGE TO YOUR STRUCTURE OR TO YOUR STRUCTURE'S CONTENTS WHETHER FOR BREACH OF THIS WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER CLAIMS DERIVED IN TORT OR FOR ANY OTHER.

SOME STATES OR PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

**FOR CANADA ONLY** — The terms in this warranty, except to the extent lawfully permitted, do not exclude, restrict, or modify but are in addition to any provincial laws.

**Limited Warranty Information Table**

	Warranty* Length	TRU PROtection® Coverage Period	Wind Warranty Protection	Wind Warranty Period	AR <sup>1</sup> Warranty Period
Berkshire®	Lifetime <sup>Δ</sup>	10 YRS	130 MPH	15 YRS	15 YRS
Woodmoor®	Lifetime <sup>Δ</sup>	10 YRS	110/130 MPH**	15 YRS	10 YRS
Woodcrest®	Lifetime <sup>Δ</sup>	10 YRS	110/130 MPH**	15 YRS	10 YRS
WeatherGuard® HP <sup>‡</sup>	Lifetime <sup>Δ</sup>	10 YRS	110/130 MPH***	15 YRS	10 YRS
Duration® Series <sup>††</sup>	Lifetime <sup>Δ</sup>	10 YRS	130 MPH	15 YRS	10 YRS
Oakridge® <sup>†††</sup>	Lifetime <sup>Δ</sup>	10 YRS	110/130 MPH***	15 YRS	10 YRS
Supreme®	25 YRS	5 YRS	60 MPH	5 YRS	10 YRS

<sup>Δ</sup>For as long as owner owns home.

<sup>Δ</sup> Excludes non-Owens Corning roofing products such as flashing, fasteners, pipe boots and wood decking.

<sup>1</sup> AR is available regionally. Visit [www.owenscorning.com/roofing](http://www.owenscorning.com/roofing) for availability in your zip code.

\* Applies to Owens Corning® Shingles and Owens Corning Hip & Ridge shingles. Three (3) qualifying components must be installed in addition to the shingles in order for all other Owens Corning components to qualify for this warranty.

†† Includes TruDefinition® Duration®, TruDefinition® Duration® COOL, TruDefinition® Duration® COOL Plus, TruDefinition® Duration® Designer, TruDefinition® Duration FLEX™<sup>‡</sup>, TruDefinition® Duration MAX®, TruDefinition® Duration STORM®<sup>†</sup>, Duration® Premium and Duration® Premium Cool shingles.

††† Includes TruDefinition® Oakridge® Shingles.

‡ WeatherGuard® HP shingles require WeatherGuard® HP Hip & Ridge Shingles, TruDefinition® Duration FLEX™ requires ProEdge FLEX™ Hip & Ridge Shingles, and TruDefinition® Duration STORM® Shingles require ProEdge STORM® Hip & Ridge Shingles to complete UL 2218, Class IV impact-resistant roof system.

\*\* 130 MPH is applicable only with Owens Corning® Starter Shingle products application along eaves and rakes in accordance with installation instructions.

\*\*\* 110 MPH is standard with 4-nail application. 130 MPH is applicable only with 6-nail application and Owens Corning® Starter Shingle products application along eaves and rakes in accordance with installation instructions.



**Warranty Registration & Transfer Information**

**TO REGISTER THIS WARRANTY:**

Visit our website at:

[www.owenscorning.com/roofing/warranty/](http://www.owenscorning.com/roofing/warranty/)

The following information is required for registration:

Owens Corning® Limited Lifetime Shingle/color name installed: \_\_\_\_\_  
 Number of squares installed \_\_\_\_\_

**Other Owens Corning® Roofing Shingles and Components Installed:**

	yes	no	don't know
Owens Corning® Hip & Ridge Shingles:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
VentSure® Ventilation Products:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Owens Corning® brand, RhinoRoof® U20 or Titanium® brand Underlayment Products:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Owens Corning® Starter Shingle Products:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Owens Corning® WeatherLock®, Titanium® or RhinoRoof® Self-Adhered Ice & Water Barrier Products:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Other Owens Corning® Products: \_\_\_\_\_

Original Installation Date \_\_\_\_\_

Original Purchaser's Name \_\_\_\_\_

Address of Property \_\_\_\_\_

**Note:** Please retain proof of purchase and installation date with your important records in the event that you choose to transfer this warranty in the future, or upload these documents as you register this warranty online.

**TO TRANSFER THIS WARRANTY:**

See **TRANSFERABILITY OF THIS WARRANTY** for exceptions.

**Contact 1-800-ROOFING**

For this warranty to be transferred, the second Owner must contact 1-800-ROOFING within sixty (60) days after the date of the real estate transfer to obtain the benefits of this warranty. And must have the following:

- (1) Proof of purchase of the Owens Corning® Total Protection Roofing System®<sup>Δ</sup> and
- (2) The installation date and ownership history

For more information, call 1-800-GET-PINK® or visit our website at: [www.owenscorning.com/roofing](http://www.owenscorning.com/roofing).



**OWENS CORNING ROOFING AND ASPHALT, LLC**  
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**1-800-GET-PINK®**  
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