

ROOF REPLACEMENT AGREEMENT
between
LARAMIE COUNTY, WYOMING and CASTLE 1 DAY COATINGS

This Roof Replacement Agreement (Agreement) is made and entered into between Laramie County, 310 W. 19th Street, Cheyenne, Wyoming, 82001 ("COUNTY"), and Castle 1 Day Coatings, 10940 S. Parker Road, Suite 301, Parker, Colorado 80134 ("CONTRACTOR").

I. PURPOSE

The purpose of this Agreement is to provide for the removal of existing epoxy layer and caulking all horizontal to vertical expansion joints prior to coating the roof floor at the Laramie County Detention Center, as set forth in greater detail in the attached Estimate/Contract, dated February 1, 2018 (3 pages), which is incorporated by reference herein ("Attachment A").

II. TERM

This Agreement shall commence on the date last executed by the duly authorized representatives of the parties, and shall remain in force until completion of the project or until terminated pursuant to the provisions of this Agreement.

III. PAYMENT

COUNTY shall pay CONTRACTOR billing rates and expenses not to exceed the amounts indicated in Attachment A, upon completion of the services described in therein, or upon submission of such periodic invoices as mutually agreed to by the parties. Payment will be made upon receipt of the CONTRACTOR'S invoice to the COUNTY, or submission of other documentation certifying completion of the services. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

IV. RESPONSIBILITIES OF CONTRACTOR

A. CONTRACTOR shall provide services for the removal of existing epoxy layer and caulk all horizontal and vertical expansion joints prior to coating the roof floor at the Laramie County Detention Center, as set forth in Attachment A.

B. CONTRACTOR agrees to retain all required records for three (3) years after the County makes final payment and all other matters relating to the Agreement are concluded. CONTRACTOR agrees to permit access by COUNTY or any of its duly authorized representatives to any books, documents, papers and records of CONTRACTOR which are directly pertinent to this specific Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions. It is agreed that finished or unfinished documents, data or reports, prepared by CONTRACTOR under this contract shall be considered the property of COUNTY and upon completion of the services to be performed, or upon termination of this Agreement for cause, or for the convenience of COUNTY, will be turned over to the COUNTY.

V. GENERAL PROVISIONS

A. Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of COUNTY. CONTRACTOR is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. CONTRACTOR assumes responsibility for its personnel who provide services pursuant to this contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. CONTRACTOR is free to perform the same or similar services for others.

B. Acceptance Not Waiver: COUNTY approval of the reports, and work or materials furnished hereunder shall not in any way relieve CONTRACTOR of responsibility for the technical accuracy of the work. COUNTY approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Termination: This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

D. Entire Agreement: This Agreement (5 pages), Estimate/Contract (Attachment A (3pages), and "Certificate of Liability Insurance" (1 page) represent the entire and integrated agreement and understanding between the parties and supersede all prior negotiations, statements, representations and agreements, whether written or oral.

E. Assignment: Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

F. Modification: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

G. Invalidity: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable.

H. Applicable Law and Venue: The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to CONTRACTOR and to COUNTY in executing this Agreement. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement.

I. Contingencies: CONTRACTOR certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.

J. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.

K. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

L. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including Wyo. Stat. § 1-39-101 *et seq.*, by entering into this Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.

M. Indemnification: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of CONTRACTOR for COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.

N. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Agreement, and shall inure solely to the benefit of the parties to this Agreement.

O. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.

P. Force Majeure: Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

Q. Limitation on Payment: COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If

funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

R. Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

S. Agreement Controls: Where a conflict exists or arises between any provision or condition of this Agreement and the Estimate/Contract (Attachment A), the provisions and conditions set forth in this Agreement shall control.

T. Compliance with Law: CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

LARAMIE COUNTY, WYOMING

By: K. H. Buck Holmes
Buck Holmes, Chairman, Laramie County Commissioners

Date 3-7-2018

ATTEST:

By: Debra K. Lee
Debra Lee, Laramie County Clerk

Date 3-7-2018

CONTRACTOR: CASTLE 1 DAY COATINGS

By: Clay Adams
Name: Clay Adams

Date 02/28/18

This Agreement is effective the date of the last signature affixed to this page.

REVIEWED AND APPROVED AS TO FORM ONLY:

By: _____

Gladys Ayokosok, Deputy County Attorney

Date _____

2/16/18



ESTIMATE / CONTRACT

10940 S. Parker Road
Suite 301
Parker, CO 80134
720-377-8882

www.Castle1DayCoatings.com

Representative <i>Clay Adams</i>				Phone <i>303 931-9580</i>			
Name <i>Gary Ford (Maintenance Supt.)</i>				Company <i>Larimer County Sheriff's Dept.</i>			
Address <i>1910 Pioneer Ave.</i>				City <i>Cheyenne</i>		St <i>WY</i>	Zip <i>82001</i>
Primary Phone <i>307-633-4822</i>				Secondary Phone			
Email <i>gford@larimercounty.com</i>				Chip Color <i>TBD (State)</i>			

Area 1:		x Cost	= Total	Area 2:		x Cost	= Total
Sq. Ft.	<i>961</i>	\$ <i>7.35</i> / SQ FT	\$ <i>8,168</i>	Sq. Ft.	<i>372</i>	\$ <i>7.35</i> / SQ FT	\$ <i>3,162</i>
Vertical		\$ 7.00 / LF	\$	Vertical		\$ 7.00 / LF	\$
Steps		\$ 150.00 EA	\$	Steps		\$ 150.00 EA	\$
Cracks		\$ 7.00 / LF	\$	Cracks		\$ 7.00 / LF	\$
Pitting		\$ 10.00 / SQ FT	\$	Pitting		\$ 10.00 / SQ FT	\$
Removal	<i>961</i>	\$ 1.50 / SQ FT	\$ <i>N/C</i>	Removal	<i>372</i>	\$ 1.50 / SQ FT	\$ <i>N/C</i>
Form Cove		\$ 12.00 / LF	\$	Form Cove		\$ 12.00 / LF	\$
Minimum Charge		\$ 1,800.00	\$	Minimum Charge		\$ 1,800.00	\$
Move Out / In		\$	\$ <i>N/A</i>	Move Out / In		\$	\$ <i>N/A</i>
Trailer Rental		\$	\$	Trailer Rental		\$	\$
Subtotal for Area 1		\$	\$ <i>8,168</i>	Subtotal for Area 2		\$	\$ <i>3,162</i>
Condition <i>Unknown</i>				Condition <i>Unknown</i>			
Combined Sq. Ft.*		x Cost	= Combined Cost	+ Features & Repairs		= Total Combined Cost of Areas	
<i>1,333</i>		\$ <i>8.50</i>	\$ <i>11,330.</i>	\$ <i>N/A</i>		\$ <i>11,330.</i>	
Additional Installation Notes				Subtotal for Project		\$ <i>11,330.</i>	
<i>Remove existing epoxy layer & caulk all horizontal to restrict expansion joints prior to coating floor</i> <small>*For combined pricing, areas must be able to be completed at the same time. **Cracks or substrate damage not covered under warranty.</small>				Code			
				Other		<i>N/A</i>	
				Marketing		<i>N/A</i>	
				Subtotal		\$ <i>11,330.</i>	
				Tax (Rate)		\$	
Payment Information				Total		\$ <i>11,330.</i>	
Date	Payment Type			Initial Payment (50%)		\$	
Date	Payment Type			Due Upon Completion		\$	
Client Signature			Date	Representative Signature			Date
				<i>Clay Adams</i>			<i>02/01/18</i>
CC #							
Name							
Exp		CVR					
<small>For credit card payments, balance due will automatically be charged upon job completion. For checks or cash, balance will be collected by crew foreman. Finance charges will be assessed on all balances over 30 days in accordance with applicable law.</small>							



10940 S. Parker F
Suite
Parker, CO 80
720-377-81

www.Castle1DayCoatings.c

Name Gary Ford

Address 1910 Pioneer Ave, Cheyenne, WY 82001

INSTALLATION CHECKLIST

Thank you for choosing Castle 1 Day Coatings, Inc. for your home improvement project. Below is a list of what to expect over the next several weeks and what you will need to do to be prepared.

1. We will get your installation scheduled just as soon as we can. Currently we are one to one week out. Flexibility on your part may allow you to jump ahead if we have a last minute opening. We will contact you weekly to update you on the progress of your project. We will call or email. Please put your preferred contact method, contact information and to whom it belongs on the line below.

2. Once we have everything we need we will get your product ordered as soon as possible. Unforeseen issues with shipment, holidays and weather may also affect the lead-time. Due to circumstances beyond our control, **Castle 1 Day Coatings cannot guarantee a completion date.** If you have any questions regarding your order feel free to call us and ask anytime at 720-377-8882. Do you need advance notice (more than one day) for installation? If so, how much?

3. It is the customer's responsibility to remove items from the work area as well as creating a clear path to the work area for the trailer.
4. One Day Installation applies to an average 2 car garage in good condition. Larger areas, areas that are difficult to access and areas that are in poor condition (requiring more repair and prep) may take longer. In the event that moisture appears after the initial prep, a moisture barrier will need to be applied. This will add one day and additional cost. *Concrete quality varies. In rare cases bad concrete lies beneath the surface. If unusable concrete is revealed after the initial prep we will stop the project and advise you on any options available. We will not coat unusable concrete.
5. We collect an initial payment of 50% when the contract is signed. The balance of the payment is due at install. Credit card transactions are processed the morning the job is started.

I have read and understand my responsibilities and if there are any changes I will contact the office at 720-377-8882 as soon as possible to update my paperwork.

CUSTOMER SIGNATURE

CUSTOMER SIGNATURE

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/10/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Moody Insurance Agency, Inc. 8055 East Tufts Avenue Suite 1000 Denver CO 80237		CONTACT NAME: Justin Nightengale, CRIS PHONE (A/C, No, Ext): (303) 824-6600 FAX (A/C, No): (303) 370-0118 E-MAIL: justin.nightengale@moodyins.com ADDRESS:	
INSURED Castle 1 Day Coatings, LLC 8889 Mad River Rd Parker CO 80134		INSURER(S) AFFORDING COVERAGE INSURER A: Westfield Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 24112	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		CWP8411559	10/10/2017	10/10/2018	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CWP8411559	10/10/2017	10/10/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
						\$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$
						AGGREGATE \$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE OTH-ER
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

****For Information Only******CERTIFICATE HOLDER****CANCELLATION******For Information Only****

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

J Nightengale, CRIS/J

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Residential Life Time Limited Warranty

1. We warranty that our Penntek Industrial Coatings products will not yellow or fade due to UV rays for a lifetime of the original purchaser and will not chip, peel, separate or delaminate from its properly installed and prepared, vertical or horizontal, interior or exterior surface for fifteen (15) years after installation to the original purchaser.
2. Penntek Industrial Coatings warrants that all PIC products will be free from defects under these conditions and will perform without failure for 15 years. Replacement is limited to original cost of materials or replacement, at the choice of Penntek Industrial Coatings (excluding shipping, taxes, and/or tariffs). Penntek Industrial Coatings sole responsibility under this warranty shall be the cost of replacement materials to fix or repair the failed areas only. A representative or original factory trained installer must be present to assess the failed areas and judge the cause and mode of failure prior to any fix or repairs being made. Installers shall make their best effort to repair any issues in a timely manner.

WARRANTY CONDITIONS

This warranty applies to the material at its original place or installation. The warranty will be void if the materials are installed in violation of applicable local codes or ordinances, or if installed in a particular situation not intended for product use.

WARRANTY EXCLUSIONS

1. Abuse, alterations, damage due to animal chewing or clawing, cutting, chopping, accident, fire, extreme heat damage (over 250 degrees F), smoke damage and the like.
2. Failure to properly prepare the substrate surface as per Penntek Industrial Coatings instructions or advisories, or if products are installed or applied on top of, or mixed with other products not approved within the supplied instructions such as mixing PIC products with unapproved solvents or thinners, or applying PIC products over existing inferior paints or coatings, or otherwise using the products for other than their approved intended use. Proper concrete surface preparation by mechanical grinding includes removing all previous coatings, sealers, laitance, efflorescence, water repellants, curing compounds, oils, grease, waxes, and any other impediments to adhesion. The required surface profile must have a minimum 50 to 100 grit, a neutral pH of 7 and a moisture vapor transmission not to exceed 3 pounds. Penntek Industrial Coatings is not responsible for determining if moisture transmission exists within the concrete substrate. Penntek Industrial Coatings warranty liability will not exceed the cost of replacement materials.

HOW TO MAKE A CLAIM

Promptly notify the installer from whom the surface was installed and purchased, supply type of material, date of purchase and a description of the problem. The dealer should then contact Penntek Industrial Coatings. If the installer for any reason is not available, call or write Penntek Industrial Coatings directly at the address on reverse, Attention: "Warranty Service". After notification, send coating samples and photos freight prepaid to the nearest Penntek Industrial Coatings distribution location (which may be the local installer).

Penntek Industrial Coatings reserves the right at all times to inspect the claimed defective material and verify warranty coverage at its factory laboratory. This warranty shall be limited to replacement materials to the original purchaser of the product cost as determined by the amount of replacement materials required to repair or replace the defective product. The customer shall be responsible for the remainder of any costs of installation or product price increase over and above the original purchase price.

Any surface can be slippery, especially when wet with any fluid. In no event shall Penntek Industrial Coatings be responsible for injury incurred by a slip or fall situation. It is the purchasers sole responsibility to provide for their own safety and the safety of their guests. While slip resistant additives assist slip/fall prevention, there is no guarantee that someone will not slip while walking on coated areas. Penntek Industrial Coatings assumes no responsibility for slip-fall accidents.

MISCELLANEOUS

No one is authorized to make any other warranties on our behalf, ANY IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL NOT EXTEND BEYOND THE APPLICABLE WARRANTY PERIOD SPECIFIED ABOVE PENNTEK INDUSTRIAL COATINGS INC. SOLE LIABILITY WITH RESPECT TO ANY DEFECT SHALL BE AS SET FORTH IN THIS WARRANTY AND ANY CLAIMS FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGE FROM WATER LEAKAGE) ARE EXCLUDED. Some states do not allow limitations on how long an implied warranty lasts, or for the exclusion of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

We suggest you print this certificate and complete the information on the reverse and retain this warranty certificate in the event this warranty information is needed. Reasonable proof of purchase and/or the effective date of the warranty must be presented and/or product batch numbers, otherwise the effective date will be based upon the date of the identified batch manufacture.



Commercial Limited Warranty

1. We warranty that our Penntek Industrial Coatings products will not yellow or fade due to UV rays for a lifetime of the original purchaser and will not chip, peel, separate or delaminate from its properly installed and prepared, vertical or horizontal, interior or exterior surface for five (5) years after installation to the original purchaser.
2. Penntek Industrial Coatings warrants that all PIC products will be free from defects under these conditions and will perform without failure for 5 years. Replacement is limited to original cost of materials or replacement, at the choice of Penntek Industrial Coatings (excluding shipping, taxes, and/or tariffs). Penntek Industrial Coatings sole responsibility under this warranty shall be the cost of replacement materials to fix or repair the failed areas only. A representative or original factory trained installer must be present to assess the failed areas and judge the cause and mode of failure prior to any fix or repairs being made. Installers shall make their best effort to repair any issues in a timely manner.

WARRANTY CONDITIONS

This warranty applies to the material at its original place or installation. The warranty will be void if the materials are installed in violation of applicable local codes or ordinances, or if installed in a particular situation not intended for product use.

WARRANTY EXCLUSIONS

1. Abuse, alterations, damage due to animal chewing or clawing, cutting, chopping, accident, fire, extreme heat damage (over 250 degrees F), smoke damage and the like.
2. Failure to properly prepare the substrate surface as per Penntek Industrial Coatings instructions or advisories, or if products are installed or applied on top of, or mixed with other products not approved within the supplied instructions such as mixing PIC products with unapproved solvents or thinners, or applying PIC products over existing inferior paints or coatings, or otherwise using the products for other than their approved intended use. Proper concrete surface preparation by mechanical grinding includes removing all previous coatings, sealers, laitance, efflorescence, water repellants, curing compounds, oils, grease, waxes, and any other impediments to adhesion. The required surface profile must have a minimum 30 to 70 grit, a neutral pH of 7 and a moisture vapor transmission not to exceed 3 pounds. Penntek Industrial Coatings is not responsible for determining if moisture transmission exists within the concrete substrate. Penntek Industrial Coatings warranty liability will not exceed the cost of replacement materials.

HOW TO MAKE A CLAIM

Promptly notify the Installer from whom the surface was installed and purchased, supply type of material, date of purchase and a description of the problem. The dealer should then contact Penntek Industrial Coatings Inc. If the Installer for any reason is not available, call or write Penntek Industrial Coatings directly at the address on reverse, Attention: "Warranty Service". After notification, send coating samples and photos freight prepaid to the nearest Penntek Industrial Coatings distribution location (which may be the local installer).

Penntek Industrial Coatings reserves the right at all times to inspect the claimed defective material and verify warranty coverage at its factory laboratory. This warranty shall be limited to replacement materials to the original purchaser of the product cost as determined by the amount of replacement materials required to repair or replace the defective product. The customer shall be responsible for the remainder of any costs of installation or product price increase over and above the original purchase price.

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MISCELLANEOUS

No one is authorized to make any other warranties on our behalf, ANY IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL NOT EXTEND BEYOND THE APPLICABLE WARRANTY PERIOD SPECIFIED ABOVE PENNTEK INDUSTRIAL COATINGS INC. SOLE LIABILITY WITH RESPECT TO ANY DEFECT SHALL BE AS SET FORTH IN THIS WARRANTY AND ANY CLAIMS FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGE FROM WATER LEAKAGE) ARE EXCLUDED. Some states do not allow limitations on how long an implied warranty lasts, or for the exclusion of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

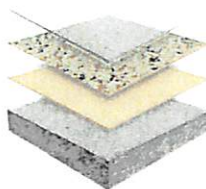
We suggest you print this certificate and complete the information on the reverse and retain this warranty certificate in the event this warranty information is needed. Reasonable proof of purchase and/or the effective date of the warranty must be presented and/or product batch numbers, otherwise the effective date will be based upon the date of the identified batch manufacture.



- 
- ✓ **4X Stronger Than Epoxy**
 - ✓ **Will Not Chip or Peel**
 - ✓ **1 Day Installation**
 - ✓ **15 Year Residential Warranty**
 - ✓ **Easy To Keep Clean**
 - ✓ **100% Antibacterial, Antimicrobial and Easy on the Feet**



PENNTek®
INDUSTRIAL COATINGS



Expert Preparation & Application



STEP 1 PREPARATION

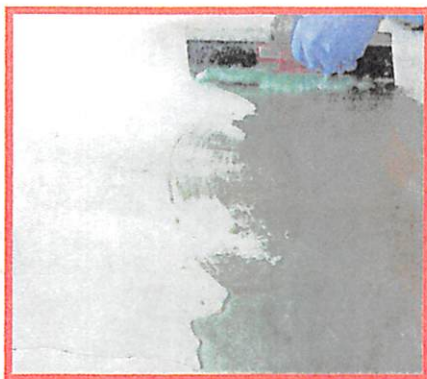
Preparation includes shot blasting and/or diamond grinding.

Dust is minimized by having all grinders hooked up to vacuum systems.



STEP 4 BROADCASTING THE CHIP

Immediately after the basecoat application, the chip is generously broadcast by hand, providing both color and texture to the floor.



STEP 2 CONCRETE RECONSTRUCTION

Penntek menders and fillers are used to fix pits and cracks before the process begins.



STEP 5 SCRAPING THE CHIP

Once the basecoat is fully cured the floor is scraped and vacuumed to remove any loose or vertical standing flakes.



STEP 3 BASECOAT

Penntek's 100% solids, self-priming pure polyurea basecoat is mixed and applied.



STEP 6 CLEAR COAT

The final step is to roll out the UV stable polyaspartic clear coat.



Pecan



Driftwood



Domino



Aztec Beige



Slate Stone



Chestnut



APPLICATIONS:

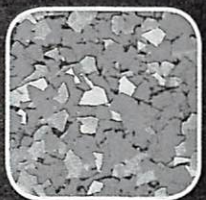
- ✓ Garage Floors
- ✓ Warehouses
- ✓ Laundry Rooms
- ✓ Patios
- ✓ Retail Areas
- ✓ Locker Rooms
- ✓ Storage Facilities
- ✓ Kennels
- ✓ Laboratories
- ✓ Basements
- ✓ Restrooms
- ✓ Hospitals
- ✓ Showrooms



After



Before



Silver Creek



Cordwood



Mediterranean



Sandstone

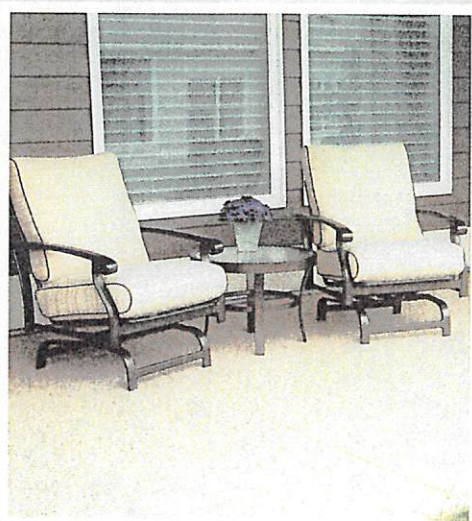
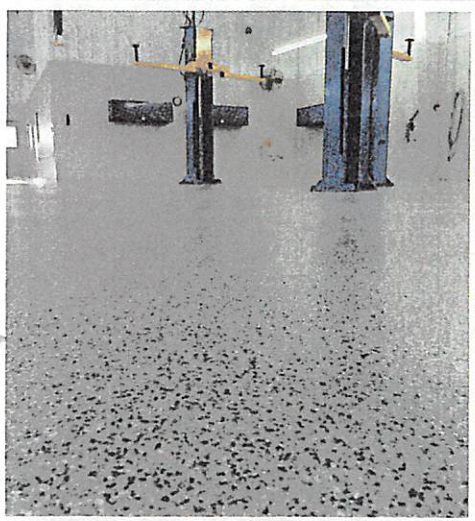


Pebble Beach



Smoke

UNLIMITED APPLICATIONS



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