

APPENDIX D – FORM OF WARRANTY OF SYNTHETIC TURF

Warranty jointly provided by:

Synthetic Turf Contractor:	Turf Manufacturer (if not Contractor):
Name:	Name:
Address:	Address:
Contact:	Contact:
Tel:	Tel:
Fax:	Fax:
Email:	Email:

Warranty provided to:

Owner:	Location of Installation:
Name:	Facility:
Address:	Address:
Contact:	
Tel:	
Fax:	
Email:	

PART 1: GENERAL

- 1.1 The Warranty shall cover, in general, the usability of the turf surface, accessories, use characteristics, and suitability of the installation. The field is to perform as a high capacity, multi-use sports field accommodating in the order of 3,000 hours of physical education and organized sport related use per year. All items covered by the Warranty are to be replaced or repaired with new materials, including installation at the sole expense of the warranting Contractor for the period of eight (8) years following substantial performance. The designated uses are enumerated as follows:
 - .1 Soccer
 - .2 Football
 - .3 Lacrosse
 - .4 Ultimate (Frisbee)
 - .5 Field Hockey

- .6 Rugby
- .7 Baseball
- .8 Softball
- .9 Marching band
- .10 Physical exercises
- .11 Physical education activities
- .12 Field cover for special events
- .13 Pedestrian traffic and similar uses
- .14 Pneumatic rubber-tired maintenance and service vehicles
- .15 Other miscellaneous community, sport and recreation activities

1.2 Any products replaced or repaired under warranty shall have the warranty period renewed, starting from the date that the warranty works have been tested and are accepted by the Owner.

1.3 The Warranty shall cover other additional physical education, sport, and training related activities, including new sports that are developed, except where the Contractor, acting reasonably, has provided written notice to the Owner prohibiting any such activity.

1.4 The Warranty shall be signed by a principal of the applicable firm(s), duly authorized to make contracts.

1.5 The term "Contractor" contained in the Warranty means the firm furnishing the Warranty. "Owner" is the government body, individual, corporation or other entity indicated on the first page of this document.

1.6 If the firm manufacturing and supplying the synthetic turf system is not the same entity as the Contractor, the Warranty shall be co-signed by the turf manufacturer/supplier. Should the Warranty be co-signed by the turf manufacturer/supplier, both the Contractor and the turf manufacturer/supplier will be jointly and equally liable for all commitments made under the Warranty.

1.7 All claims by the Owner under this Warranty must be made in writing to Contractor's address within 60 days after the Owner learns of the defect giving rise to the claim. This Warranty shall constitute a Contract made in the Province of British Columbia and shall be governed by the laws

thereof.

PART 2: FORM OF WARRANTY

- 2.1 Contractor hereby warrants to the Owner, subject to the limitations and conditions set forth below, that its synthetic turf system consisting of synthetic turf described as _____, and the adhesives and underlying shock pad (if applicable) described as _____ used in the installation, are free from defects in material and workmanship and shall, remain serviceable over the length of the warranty.
- 2.2 Contractor warrants to the Owner that its synthetic turf materials shall not fade, fail, shrink, wrinkle, or reflect excessive wear. Contractor shall, at the Contractor's sole expense and cost, repair or replace such areas of the synthetic turf system not performing to these standards for the life of the Warranty.
- 2.3 Definitions
 - .1 The term "not fade" in the context of this Warranty shall mean that the synthetic turf material(s) shall remain a uniform shade of green, or other colors installed, with no significant loss of color.
 - .2 The term "not fail" or "excessive wear" as used in the context of this Warranty shall mean that the length and weight of the face yarn or pile material in the synthetic turf surface(s) above the infill materials shall not have been decreased by more than 10% per year according to ASTM D418, D1335, and D5848, nor exceed 50% during the Warranty period. If the synthetic turf system does not retain fiber volume, pile height, pile weight, and shock absorbency, the Contractor shall, at the Contractor's sole expense, replace such portion of the system.
 - .3 The term "serviceable" in the context of this Warranty shall mean that the synthetic turf system shall have a maximum "G" value according to ASTM F1936-98 and Procedure A, ASTM F355, not to exceed 100G's at any location upon installation and shall not exceed 130G's throughout life of the Warranty period.
- 2.4 Where applicable, the fabric seams shall remain attached to the underlying surface over the Warranty period and shall not separate or become unglued or unattached, as applicable.
- 2.5 Contractor warrants to the Owner that the permeable synthetic system shall drain vertically a minimum of 500 mm of precipitation per hour without visible surface ponding or saturation of the

infill material.

- 2.6 Contractor warrants to the Owner that the synthetic turf system (synthetic turf fiber, backing, infill, shock pad (if applicable), adhesives and all other components) will meet all Canadian environmental regulations (for public sports field/playground use) with respect to contaminants such as lead and other hazardous materials upon installation and throughout the life of the Warranty.
- 2.7 Contractor shall replace with new materials, at their sole expense, any damage to the synthetic turf system(s) that extends more than 1 meter beyond the location of foreign combustibles, which may ignite and fire-damage the synthetic turf system.
- 2.8 The Contractor shall not be held liable for any incidental or consequential damages. These warranties and the Contractor's obligations here-under are expressly conditioned upon:
 - .1 The Owner maintaining and properly caring for the synthetic turf system in accordance with the Contractor's maintenance manual and instructions;
 - .2 The Owner complying with the dynamic and static load specifications established by the Contractor.
- 2.9 The Warranty is not to cover any defect, failure, damage, or undue wear in or to, the synthetic turf system caused by, or connected with, abuse, neglect, deliberate acts, act of God, casualty, static or dynamic loads exceeding Contractor's recommendations, footwear having metal spikes, or similar projections other than conventional sport shoes, or use of improper cleaning methods.
- 2.10 The Contractor shall be allowed to examine the synthetic turf system regarding any claim that the Owner makes, to be present at any time, to analyze the results of all tests conducted by the Owner or others, and to conduct such tests of their own. Except where expressly provided for in the Warranty, the Contract or other binding agreement between the Contractor and the Owner, the Contractor shall not be responsible for any costs or expenses incurred by the Owner or others with respect to such tests, except the Contractor shall pay for costs of all tests and analysis conducted or directed by their representative.
- 2.11 In the event the Contractor does not respond to the Owner's written notice within 10 days of receipt of notice or does not submit, schedule and execute corrective work within 30 days of receipt of notice, the Owner has the option of having the Work performed at the expense of the Contractor. The work will not unreasonably affect the original warranty of the overall synthetic

surface due to the Owner undertaking the work.

2.12 The Warranty included herein is the form to be used by the Contractor. Manufacturer's standard form of Warranty will not be acceptable. Any amendments, exclusions or additional conditions proposed to the form of Warranty by the Contractor must be submitted in writing for the Owner's consideration and approved by the Owner in writing within seven (7) days of being notified of the Owner's intent to award the Contract.

PART 3: WARRANTY TESTING

3.1 The Contractor must accept the use of the Owner's selected experienced independent licensed testing agencies, as noted in the performance specification for all testing noted herein. The Turf Contractor is to instruct the testing agency to deliver the testing results directly to the Owner.

3.2 The turf is to be tested prior to substantial completion, at the Contractor's expense, for dynamic cushioning ("G" Test), and infiltration.

3.3 The Owner may choose to complete additional dynamic cushioning tests at the Owner's expense.

3.4 If test results from the Warranty tests or any additional tests completed by the Owner indicate that the conditions of the Warranty are not met, the Contractor has the option of corrective work or replacement. In the event corrective work does not meet the requirements of the Warranty after a second attempt to bring the system within these limits, then the Contractor is to replace non-conforming areas or sections, solely at the Owner's discretion and direction.

3.5 Dynamic cushioning tests shall be performed prior to substantial completion in accordance with ASTM F-1936-98 and F355. Test locations as designated in F-1936-98, Paragraph 8.1. Included in the report shall be the measured depth of the infill material at all test locations.

3.6 Infiltration tests shall be performed prior to substantial completion to ASTM F2898.

3.7 All costs for testing shall be paid by the Contractor unless specifically noted otherwise.

3.8 After the completion of corrective work arising out of failed testing, the Contractor shall re-test the field in the area of the corrective work within 10 days of the corrective work being completed. The re-testing shall be completed to the same standards as the Warranty testing requirements. All costs for re-testing shall be paid for by the Contractor.

3.9 If the Contractor does not have the tests performed within 10 days of specified time(s) listed, the

Owner has the option of ordering the testing work at the expense of the Contractor.

AS EVIDENCED WHEREOF, the Contractor has executed this Warranty:

For the Contractor:

Signature of Contractor (Signing Officer)

Date

Name and Title (please print)

For the Turf Manufacturer/Supplier:

Signature of Contractor (Signing Officer)

Date

Name and Title (please print)

For the Owner:

Substantial Completion Date (Effective Date)