



Manufacturer's Limited Warranty

FieldTurf warrants that if **FieldTurf** XT-50 (Product) for multi-sport use synthetic turf proves to be defective in material or installation workmanship, UV degradation, resulting in premature wear, during normal and ordinary use of the Product for the sporting activities provided herein or for any other uses for which FieldTurf provides its written authorization, within eight (8) years from the date of completion of installation (as indicated in this Warranty), FieldTurf shall either repair or replace the affected area of the Product in accordance with the terms of this Warranty. FieldTurf's sole liability under this Warranty shall be limited to either repair or replacement of the affected area of the Product, at its sole discretion, and FieldTurf shall have no other obligations or liabilities with respect to defects of the Product. FieldTurf will, at FieldTurf's option, either repair or replace the affected area to the extent required to meet the Warranty period, but no cash refunds will be made. **FieldTurf** warrants that all materials installed meet or exceed the product specifications and further warrants that replacement material will be available through the Warranty period. **FieldTurf** will verify that their representative has inspected the installation and that the work conforms to **FieldTurf's** requirements and further warrants that the installation was done in accordance with both **FieldTurf's** recommendations and any written directives of FieldTurf's representative. This Warranty shall commence upon the date of completion indicated in this Warranty. The accompanying Warranty service will not come into effect unless and until FieldTurf's Certificate of Completion is sent for validation to the corporate office of FieldTurf indicated herein within thirty (30) days of the date of completion or Purchaser's first use, whichever occurs first. In all cases, the Warranty shall be deemed to commence upon the date of completion indicated in this Warranty. The acceptance form of the terms and conditions contained in FieldTurf's Maintenance Guidelines must also be provided to FieldTurf's corporate office within thirty (30) days of completion of installation. This Warranty is limited to the remedies of repair or replacement, which shall constitute the exclusive remedies available under this Warranty; all other remedies or recourse which might otherwise be available are hereby waived by the Purchaser. FieldTurf will have no other obligations or liability for damages arising out of or in connection with the use or performance of the Product, including, without limitation, damages for personal injury and/or economic losses. This Warranty shall not come into effect, and FieldTurf shall have no obligations under this Warranty, unless and until FieldTurf is paid in full for the Product to be warranted hereunder.

Field Markings: Soccer

Other Exclusions

EXCEPT AS EXPRESSLY SET FORTH IN THE MANUFACTURER'S LIMITED WARRANTY ABOVE, FIELDTURF DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

THIS WARRANTY SHALL BECOME NULL AND VOID IF THE PURCHASER FAILS TO MAINTAIN THE FIELD IN ACCORDANCE WITH THE FIELDTURF MAINTENANCE GUIDELINES AND SCHEDULE PROVIDED BY FIELDTURF THEREIN. ALL MAINTENANCE SHALL BE PERFORMED BY FIELDTURF-TRAINED AND/OR FIELDTURF-AUTHORIZED MAINTENANCE PERSONNEL ONLY.

Furthermore, this Manufacturer's Limited Warranty **does not cover**:

1. Damage resulting from accident, *force majeure*, misuse, intentional and unintentional abuse, infill displacement, and neglect or from other than normal play and ordinary use of the Product. For purposes of this Warranty, normal play and ordinary use shall mean usage up to 3,000 hours per year of regular play and utilization for the sporting activities provided herein; normal play and ordinary use also includes a reasonable number of users or participants, but does not include repetitive marching, repetitive training or high-intensity drills on the same part of the field, especially in the areas of, but not limited to, home plate, pitcher's mound, base areas, base paths, soccer penalty mark/spot areas, goal areas, sideline areas and lacrosse crease areas, all of which require frequent maintenance in accordance with FieldTurf Maintenance Guidelines and may require regular replacement.

This warranty is insured by a third party.

For more information please contact Customer Service at FieldTurf at the number listed below.
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2. Damage resulting from failure to maintain the Product in accordance with FieldTurf's Maintenance Guidelines provided to the Purchaser. The Purchaser shall keep a log of all maintenance performed on the Product and supply FieldTurf with a copy upon request.
3. Damage resulting from repair, attempted repair and/or maintenance by anyone other than FieldTurf or an authorized FieldTurf distributor or authorized FieldTurf maintainer.
4. Damage due to causes which include, but are not limited to, the application of chemicals and/or cleaning agents, adhesive backing, dirt, traffic, negligence, vandalism, fire, flood, windstorm, animals, improper care and Acts of God.
5. Failure and/or improper design of the base; depression of the soil, subsurface or other matter upon which the base or Product rests; and any and all resulting damage to the Product arising therefrom.
6. FieldTurf does not warrant the percolation rate, long term planarity and/or compaction of the base which the product is installed. **FIELDTURF DISCLAIMS ALL WARRANTIES AS TO THE BASE, EXPRESS OR IMPLIED, AND ANY AND ALL RESULTING DAMAGE TO THE PRODUCT ARISING THEREFROM.**
7. Damage resulting from the use of improper footwear such as long-spiked track shoes, regular and repeated use of steel cleats, and flat-soled shoes. Standard molded soccer or football cleats are recommended.

All synthetic turf is subject to normal wear and tear, which is not a manufacturing defect and is not covered by this Warranty. In addition to the other factors listed in this Warranty, wear and tear depends on, without limitation, the construction of synthetic turf (fiber face weight, stitch rate, fiber pile height and gauge, infill components and maintenance of the field) and the intensity of use of the synthetic turf. The Product will be stable to light fading with the maximum fading of the Product during the Warranty period not to exceed fifteen percent (15%) of color loss annually based upon an acceptable grey scale. This Warranty does not cover slight variations or gradations of color within the Product and/or face distortion. Normal behavior of the fiber and infill with respect to the wear pattern of a field can be found in the "Field Settling" document, provided in the FieldTurf after-sales service package.

FieldTurf disclaims all liability for incidental and consequential damages for breach of any express or implied warranty, including any implied warranty of merchantability, with respect to the Product. In the event that the Product is used for purposes other than the sporting activities provided herein or any other uses for which FieldTurf gives its written authorization, it being understood that FieldTurf has tested the Product for use in connection with these sporting activities and may not have tested it for other uses, FieldTurf shall not be responsible for any and all damages incurred and the Manufacturer's Limited Warranty, as well as all legal warranties, shall become null and void. Any Product repairs or replacements performed under the terms of this Warranty shall not extend the term of this Warranty.

Name of Purchaser: **City of Doral, 8401 NW 53rd Terrace, Doral, FL 33166**

Date of completion: **June 15th, 2016**

Sporting Activities: **Multi-sport use**

Location: **Legacy Park Soccer Fields**

Installed by: **FieldTurf USA Inc.**

Address: **11400 NW 82nd Street**

City: **Doral**

State: **Florida**

Zip: **33178**

Tel: **305-593-6600**

Fax:

Signature: 

(Please Print Name) **Darren Gill**

Date: **July 5th, 2016**

Reference: **88003178**



This warranty is insured by a third party.

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