

## CONTRACTOR'S GUARANTEE

CONTRACTOR'S NAME and ADDRESS

OWNER'S NAME and ADDRESS


Long Island University  
700 Northern Boulevard  
Brookville, New York 11548

PROJECT:

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LOCATION:

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CONTRACT FOR :

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CONTRACT DATE:

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Contractor hereby guarantees that all Work performed and/or materials installed under the above referenced contract is of the quality that complies with all specific requirements of the Contract Documents, and hereby insures University against all defects of material and workmanship for a period of one (1) year from the date of Final Payment. This guarantee does not waive the requirements of University Contract Documents or manufacturer warranty clauses which specify guarantee terms in excess of those stated herein.

Contractor further agrees that if, after due inspection in accordance in Construction Services Contract 5(e), 6(a) or 8, University shall decide that the replacement or repair of any of the work is, in its sole opinion, necessary, such defective work shall be repaired or removed and replaced with New Work, meeting all requirements of the Contract Documents, the same being done promptly and without expense to the University. Repairs and replacements are to include all costs of replacing or repairing other work damaged by the removal and replacements of the work covered by this guarantee, and all costs necessary for restoring any portion of the building and its contents which are damaged due to defects in this Contractor's Work or materials.

Contractor agrees to perform all corrective work necessary promptly upon receipt of written notification from University unless University has previously given Contractor a written acceptance of such condition.

Contractor stipulates and agrees that if it fails or neglects to carry out promptly the provisions of this guarantee or any part thereof, University may cause all defects to be remedied and all repairs to be made without further notice to the Contractor and shall charge to and recover the expense thereof from the Contractor and /or Sureties without need for formal legal action.

CONTRACTOR:

CORPORATE SEAL:

By: \_\_\_\_\_

Dated: \_\_\_\_\_

STATE OF NEW YORK            )  
COUNTY OF \_\_\_\_\_) ss:

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally came \_\_\_\_\_, to me known, who being by me duly sworn, did depose and say that s/he resides at \_\_\_\_\_, that s/he is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in and which executed the foregoing instrument; that s/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of said corporation, and that s/he signed his name thereto by like order.

STATE OF NEW YORK            )  
COUNTY OF \_\_\_\_\_) ss:

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally came \_\_\_\_\_, to me known, and known to be the individual described in, and who executed the foregoing instrument; and \_\_\_\_\_ acknowledged to me that \_\_\_\_\_ executed same.

\_\_\_\_\_  
NOTARY PUBLIC, State of New York