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CLERK SUPREME COURT

IN THE COURT OF APPEALS OF IOWA

153

HARTMAN ROOFING, INC.,

Plaintiff-Appellee,

vs.

ATLANTIC LIMITED PARTNERSHIP-X, CAMBRIDGE CONSULTING AND DATA SERVICES, INC., AND FIRST PROPERTY MANAGEMENT CORPORATION,

Defendants-Appellants.

8-699
88-483

Appeal from the Iowa District Court for Johnson County (49325), Lynne E. Brady, Judge.

Defendants appeal a district court ruling granting plaintiff relief on its petition for breach of contract and dismissing defendants' counterclaim. **AFFIRMED.**

Steven P. Greiner and Stephen C. Nelson, Cedar Rapids, for defendants-appellants.

Robert F. Wilson, Cedar Rapids, for plaintiff-appellee.

Heard by Schlegel, P.J., and Hayden and Sackett, JJ.

SCHLEGEL, P.J. 154

This is an appeal by defendant Atlantic Limited Partnership-X and defendant Cambridge Consulting and Data Service, Inc., of a district court ruling granting plaintiff Hartman Roofing, Inc., relief on its petition for breach of contract and dismissing defendants' counterclaim. Defendants claim the district court erred by holding that the contract in question did not contemplate a written warranty by the manufacturer and by declining to hold that the evidence established inferior work and substitution of materials. We affirm.

Atlantic Limited Partnership-X (Atlantic) is the owner of Lakeside Manor Apartments in Iowa City, Iowa. Cambridge Consulting and Data Services, Inc. (Cambridge) is a duly-authorized agent of Atlantic. Hartman Roofing, Inc. (Hartman) is in the business of installing and repairing roofs. Atlantic decided to have new roofs installed on certain Lakeside apartment buildings. Hartman submitted a bid to install the new roofs, and presented Atlantic with a Firestone brochure describing the "Fastrac roofing system."

On or about June 1, 1984, agents of Atlantic and Hartman met to discuss Hartman's bid, at which time Hartman represented that it was an approved applicator for Firestone. During the meeting, the words "10 year no leak guarantee" were added to Hartman's proposal and initialed by both agents. Atlantic and Hartman executed the revised

proposal which became the contract that is the subject of this appeal.

While the work was in progress the defendants paid about half the contract price. However, when the work was completed, the defendants refused to pay the remainder of the contract price, alleging that the roofs were defective.

Hartman filed the present suit to recover the remainder of the contract price. The defendants counterclaimed, alleging (1) that Hartman had performed substandard work and had failed to use the materials contemplated in the contract; (2) that Firestone materials warranties had been contemplated by the contract but had never been delivered; and (3) that the work had not been done according to Firestone specifications, thereby rendering a Firestone materials warranty unavailable until modifications were made. The defendants sought, as counterclaim damages, the cost of bringing the roof up to Firestone warranty standards.

In response to the counterclaim assertions, Hartman alleged that the parties had never contracted for a Firestone warranty, that Hartman itself had warranted the labor and materials against leaks for ten years, and that the parties had not contemplated any further warranty.

The suit was tried to the court, which ruled in favor of Hartman and dismissed the defendants' counterclaim. The defendants have appealed.

I. The defendants first contend the district court erred by holding that the contract does not provide for a Firestone materials warranty. In connection with this issue, the defendants also assert that the written contract was ambiguous on the subject of whether the materials warranty was to be provided by Firestone or by Hartman; due to ambiguity, the defendants contend the court should have considered extrinsic evidence on the question whether the parties contemplated a Firestone materials warranty.

When the court is asked to interpret a contract which the parties made for themselves, the object is to ascertain the meaning and intention of the parties as expressed in the language used. State v. Starzinger, 179 N.W.2d 761, 764 (Iowa 1970). Courts will not resort to rules of construction where the intent of the parties is expressed in clear and unambiguous language. Allen v. Highway Equipment Co., 239 N.W.2d 135, 139 (Iowa 1976). Where the language is clear and unambiguous, the intention expressed in the agreement prevails over the intent or interpretation of a party. Ridinger v. State, 341 N.W.2d 734, 737 (Iowa 1983) (citing Mopper v. Circle Key Life Insurance Co., 172 N.W.2d 118, 124 (Iowa 1969)).

In the instant case, we agree with the trial court that the parties are bound by the plain language of the contract, which reads "ten year no leak guarantee." The evidence upon which the trial court relied indicates that

the contract was written by defendant's employee, and initialed by employees of both parties. We find substantial evidence in the record supporting the trial court's determination that the language unambiguously referred to a guarantee by Hartman for a ten year, no leak roof.

II. The defendants also contend that, regardless of the Firestone warranty issue, they should have prevailed on their counterclaim simply because the roofs were not completed in a workmanlike manner or with the materials contemplated in the contract. The defendants assert the district court erred by dismissing their counterclaim because the evidence established poor work and the substitution of inferior materials.

We find no merit to this claim.

AFFIRMED.