

DISCLAIMER

The following sample warranty document has been prepared by attorney Hunter Emerick of Saalfeld, Griggs PC for HBA members to use in drafting their own warranty documents. This sample warranty document is for consideration by contractors in preparing their own warranty documents. The HBA does not suggest that this form is appropriate in all circumstances. Before using this document, contractors should consult with their own attorney to determine whether this document is appropriate for use in each circumstance.

Limited Express Warranty – Not For Recording

The said Improvement and any improvements constructed by Contractor are covered by limited express warranties as follows: All labor has been performed in a good and workmanlike manner in compliance with the plans, specifications, change orders, and the applicable building code and, when applicable, FHA or VA standards. Contractor will make, at Contractor's expense, repairs and/or replacements due to defective materials or workmanship, if notice of such is given in writing to Contractor within one (1) year from the date of occupancy by Owner. The repairs and/or replacements will be made by Contractor within a reasonable amount of time after Contractor's receipt of the Owner's written notice of the defective materials or workmanship. The warranties herein shall not apply to damages or defects as a result of ordinary wear and tear, natural disaster, changes made to grade elevation or structure by Owner, or any negligent acts of Owner. No other warranties, express or implied, are given, including, but not limited to, a warranty of fitness for habitation, quality or conditions, except as expressly given herein. The provisions of this Section shall survive the closing, but does not extend to any subsequent purchaser of the said Improvement, or to any other person or entity. Warranty to extend for a period of one (1) year.

This warranty does not cover any appliance, piece of equipment or other item which is a consumer product for the purposes of the Magnuson-Moss Warranty Act (15 U.S.C. Sec. 2301 through 2312). The Contractor hereby assigns to the Owner all rights under manufacturer's warranties on all appliances and items of equipment included in the said Improvement.

1. Non-Warranted Items

The Contractor shall not warrant the material or labor for the following items, because of the natural characteristics of new construction, including but not limited to, expansion and contraction caused by weather, temperature, and natural settling. The items not warranted by the Contractor are as follows:

- 1.1** Infiltration of radon gas.
- 1.2** Survival of any uncut trees on building site.
- 1.3** Maintenance work of any kind.
- 1.4** Discoloration of brick stone or stucco type exteriors.
- 1.5** Grading due to settlement of backfill.
- 1.6** Utilities installed by developer or utility companies.
- 1.7** Presence or any damage from insects, birds or rodents.
- 1.8** Outside sillcocks or any other hose connection.
- 1.9** Glass breakage.
- 1.10** Defects in materials and workmanship supplied by anyone other than the Contractor or its employees agents, or subcontractors.

1.11 Damage due to the abuse or neglect of the Owner or the Owner's failure to provide for proper maintenance.

1.12 Changes in the level of the underground water table which were not at the time of the construction.

1.13 Soil movement which was not reasonably predictable at the time of construction.

1.14 Cosmetic damage to such items as:

1.14.1 sinks, tubs and plumbing fixtures;

1.14.2 counter tops and cabinet doors;

1.14.3 light fixtures, mirrors, and glass;

1.14.4 windows and screens;

1.14.5 tile, carpet, hardwood and resilient flooring;

1.14.6 doors, trim and hardware;

1.14.7 finish on appliances;

1.14.8 exterior hardware;

1.14.9 concrete cracking.

On the ____ day of _____, 20____, Contractor offered the above stated warranty to _____ (owner/purchaser) concerning the new residential structure or zero lot line dwelling located at _____ (site address).

Owner/purchaser rejected/accepted (select one) the above stated warranty on the ____ day of _____, 20____.

Contractor

Owner/Purchaser

Date

Date