

BUILDER'S/CONTRACTOR'S WARRANTY

The contractor signatory below _____ warrants
(Contractor)
to _____ that all materials, facilities, workmanship,
(Owner)
and equipment located at _____
will be free of defects, will be of specified quality, and will operate properly for a period of
one year from the date of commencement of use, substantial completion of the project,
or date of notice of completion of the project, whichever is the first to occur.

Contractor will assign and deliver to Owner all guarantees, warranties, and operating
instructions of all subcontractors, equipment manufacturers, and material suppliers that
are applicable to portions of the work.

Within ten (10) days of first knowledge of any defect, or failure to operate properly, Con-
tractor is to be notified, in writing, of same by owner or his/her agents. Contractor shall
be given first opportunity to promptly repair, replace and/or correct any item found to
be defective, or that fails to function properly, at no cost to owner, within a reasonable
period of time. This warranty does not apply to any construction work that has been sub-
ject to accident, misuse and abuse, nor to any construction work that has been modified,
altered, defaced and/or had repairs made or attempted by others.

**Under no circumstances shall Contractor be liable by virtue of this warranty
or otherwise for damage to any person or property whatsoever for any special,
indirect, secondary or consequential damaged of any nature however arising
out of the use or inability to use because of the construction defect.**

**THIS WARRANTY IS IN LIEU OF ALL OTHER
WARRANTIES, EXPRESS OR IMPLIED.**

Dated the _____ day of _____ , _____

(Owner's Name)

(Contractor's Name)

(Owner's Address)

(Contractor's State License Number)

(City, State & Zip)

(Contractor's Company Name)

(Owner's Telephone Number)

(Contractor's Telephone Number)

(Owner's Email)

(Contractor's Email)

X

(Owner's Signature)

X

(Contractor's Signature)