



CONTRACTOR'S WARRANTY

The contractor signatory below \_\_\_\_\_ (Contractor) hereby guarantees \_\_\_\_\_ (Owner) that the basement finish (Improvements) performed at \_\_\_\_\_ to be free from defects in material and workmanship for a period of one year from the date of commencement of use and upon payment in full of the contract.

The Contractor warrants that all construction work has been performed in a good and workmanlike manner and in compliance with the construction documents, and is free of defects; that the materials used to construct the Improvements and the equipment installed upon or within the Improvements are new and of good quality and compliant with the construction documents and the manufacturer's requirements; and that all work on the Improvements was completed in accordance with the Contract, is materially consistent with the Plans and Specifications, and was completed in accordance with any applicable building permits and licenses, local laws, ordinances, statutes, rules, regulations, permits, licenses and approvals pertinent to the construction of the Improvements, including, without limitation, applicable local building and zoning code requirements in effect on the date of this Warranty Agreement, as interpreted by the local building officials.

This Standard Limited Warranty applies and is limited as follows:

1. To the property only as long as it remains in the possession of the original Owner named above.
2. To the construction work that has not been subject to accident, misuse or abuse.
3. To the construction work that has not been modified, altered, defaced, or had repairs made or attempted by others.
4. That the contractor be immediately notified in writing, complete with substantiating photographs, within ten (10) days of first knowledge of defect by Owner or his agent.
5. That the contractor shall be given first opportunity to make any repairs, replacements or corrections to the defective construction at no cost to Owner within a reasonable period of time.
6. 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 damages of any nature however arising out of the use or inability to use because of the construction defect.
7. To the terms and conditions of use of the equipment issued by the manufacturer and installer of any equipment.

\_\_\_\_\_  
 Contractor Name

\_\_\_\_\_  
 Address/Telephone Number

\_\_\_\_\_  
 Signature/Date

