



SAMPLE DOCUMENT

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LIMITED WARRANTY

THIS AGREEMENT, Made as of **(Current Date)**, In the Year of **(Current Year)**

Between the Owner: **Owner's Name**
Address
Phone Number

And the Contractor: **Contractor's Name**
License Number
Address
Phone Number

For the Project: **Project Name**
Address

WHEREAS, Contractor has built a Project located in the County of **(county name)**, **(state name)**, at the above mentioned property address and

WHEREAS, Contractor does hereby agree to give a limited warranty on the above property for a period of **(number of years)** year following closing of Buyer, whichever comes first, upon the following condition.

NOW THEREFORE, in consideration of the payment of the purchase price of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the premises and agreements hereinafter set forth, the parties hereby

1. Not later than thirty (30) days after closing or occupancy, which event shall occur first, Buyer shall deliver a written list of any minor omissions or malfunctions made known in writing to the Contractor. To the extent that such items are the Contractor responsibility or not otherwise excluded hereunder, corrected adjustments will be made by the Contractor.

2. Contractor warrants the above Project to be free from latent defects for one (1) year following closing or occupancy, whichever event shall first occur. A latent defect in construction is herein defined as a defect not apparent at time of closing, but which becomes apparent within one (1) year from date of occupancy, whichever event shall first occur, and such defect has been caused by Contractor's failure to construct in accordance with the standard of care prevailing in the geographical area of the Project. It is stressed, however, that the normal characteristic behavior of building materials, wear and tear, general maintenance items, will not constitute a latent defect.

PROCEDURE: Should it appear that a possible latent defect (non-emergency) has developed, Buyer shall outline pertinent details in writing, and deliver such notice to Contractor. Following receipt of such notice, Contractor will make an attempt to repair. If a latent defect exists, the Contractor will (at Contractor's sole option) either repair, replace, or (3) pay to Buyer the reasonable cost of such repair or replacement.

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Limited Warranty
Project Name

such latent defects(s); however, Contractor shall not be obligated to pay the purchase price of the Project less the value of the land upon which the Project is situated.

Notwithstanding anything to the contrary stated herein. This warranty shall not cover any appliance, piece of equipment, or item which is a consumer product within the purposes of the Magnuson-Moss Warranty Act (15 USC, 2301 through 2309).

This warranty is given in lieu of any and all other warranties, either express or implied, including any implied warranty or merchantability, fitness for a particular purpose, habitability and workmanship, except, if applicable, such as specifically stated in any required VA/FHA warranty delivered simultaneously with this Agreement herewith.

3. The Contractor shall not be liable under this Agreement unless written notice of any latent defect shall have been given by Buyer to Contractor within one (1) year period. Steps taken by the Contractor to correct any defect or defects shall not extend the warranty period described hereunder.
4. The Buyer shall have 90 days after expiration of the one (1) year warranty period to bring any legal action hereunder.
5. Contractor hereby assigns to Buyer all of Contractor's rights, if any, in any manufacturers warranties on appliance and items of equipment included in this Agreement. Contractor assumes no responsibility for such manufacturers warranties. Buyer should follow the procedures in these warranties if defects appear in any appliance and items of equipment.
6. Contractor does not assume responsibility for any of the following which are expressly excluded from coverage under this Limited Warranty:
 - A. Defects in appliances or equipment which are covered by a manufacturer's warranty.
 - B. Incidental, consequential, or secondary damages caused by any appliance or equipment.
 - C. Defects which are the result of characteristics common to the materials, such as (but not limited to) warping and deflection of wood; mildew, mold, chalking and checking of paint due to sunlight; cracks due to drying of concrete, stucco, plaster, bricks and masonry; drying, shrinking and cracking of caulking and weather-stripping.
 - D. Conditions resulting from condensation on, or expansion or contraction of, any materials.
 - E. Defective design or materials supplied by Buyer or installed under this Agreement or Defects caused by anything not built into, or installed in the Project under the contract between Contractor and Buyer.
 - F. Damages due to ordinary wear and tear, abusive use or lack of proper maintenance of the Project.



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Limited Warranty
Project Name

- G. Loss or injury due to the elements.
- H. Landscaping or any portion thereof is hereby expressly excluded warranty including sod, seeding, shrubs, trees and plantings.
- I. Insect damage of any nature whatsoever.
- J. Non-uniformity in appearance of used or simulated used brick
- K. Chips, scratches or mars in tile, woodwork, walls, porcelain, b fixtures, plastic laminate and glass not expressly identified to Con closing.
- L. Dripping faucets and toilet adjustments after the initial thirty (period described herein.
- M. Utility service lines installed by developer, municipality or serv settling, back filling or slumping thereof.
- N. Deterioration or defects in asphalt paving.
- O. Movement, shifting, expansion or plasticity of the soils beneath changes in the underground water table and subsurface soil struc Contractor's control.

All warranty work shall be scheduled during normal weekday working hours except in emergencies.

This warranty is extended only to the Buyer named herein. It is not transferable to other Buyers of the Project.

Should any term of this Agreement be deemed by a Court of competent jurisdiction to be unenforceable, such determination shall not affect the enforceability of the remaining terms. Use of one gender shall include all other genders; use of the singular shall include the plural and use of the plural shall include the singular; all as may be appropriate.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written,

Company Name

Contractor's Name

Date

Buyer's Name

Date

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