

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 City of _____ 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, whichever event comes first, upon the following condition.

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

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

2. Contractor warrants the above Project to be free of any defects for one (1) year following closing or occupancy, whichever event shall occur first. Any defect in construction is herein defined as a defect not apparent to the Buyer at the time of closing or occupancy, whichever event shall first occur, and such defect has been caused by Contractor. This warranty shall be in accordance with the standard industry practice. It is stressed, however, that this warranty does not cover general maintenance, and like items.

PROCEDURE: Should it appear that a defect exists, Buyer shall outline pertinent details in writing. Following receipt of such notice, Contractor shall, at Contractor's sole expense, repair or replace, at a reasonable cost of such repair or replacement, any such defect. Contractor shall not be obligated to spend more than the fair market value of the land upon which the Project is situated.

Professional Construction Forms

This download includes a sample Limited Warranty for construction projects.

CA12 Limited Warranty

Updated annually, UDA Contracts and Forms are structured in clear, concise terms that allow all parties to fully understand expectations and avoid costly disagreements that can ruin or delay a project.

Specifically written for residential and light commercial projects, UDA Contracts and Forms combine the skills of experienced construction professionals and attorneys to create expert agreements designed to save time, save money and limit liability.

Industry Leaders

UDA clients range from Fortune 100 member Marriott, the world's leading hospitality company, with 21 brands in 60 countries including: Ritz-Carlton, Marriott, Renaissance, Courtyard, Fairfield Inn, Ramada and Residence Inn, to tens of thousands of successful Construction Professionals across North America and 33 countries worldwide.

Notwithstanding anything to the contrary stated herein. This warranty does not cover any appliance, piece of equipment, or item which is a consumer product for purposes of the Magnuson-Moss Warranty Act (15 USC, 2301 through 2312.)

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

3. The Contractor defect shall have been taken by the Contractor to correct any of described hereunder.

Designed to Work Together

UDA designs contracts, forms and specifications structured to work together and provide clear expectations for contractors, owners, subcontractors and suppliers.

4. The Buyer shall have 90 days after legal action hereunder.

5. Contractor hereby assigns to Buyer warranties on appliance and items of equipment responsibility for such manufacturers warranties if defects appear in such appliances.

We are in business to make our customers successful. This is our fundamental philosophy. Explore our website to learn more about how leading organizations are using UDA Tools to increase revenue, customer satisfaction and productivity.

6. Contractor does not assume responsibility excluded from coverage under this Limited Warranty.

A. Defects in appliances or equipment.

B. Incidental, consequential, or secondary damages caused by a breach of this warranty.

C. Defects which are the result of characteristics common to the materials used, such as (but not limited to) warping and deflection of wood; mildew and fading, chalking and checking of paint due to sunlight; cracks due to drying and curing 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 materials.

E. Defective design or materials supplied by Buyer or installed under his direction, or

Defects caused by anything not built into

between Contractor and

F. Damages due to or

Engineered for Construction Professionals

Project.

G. Loss or injury due to the elements.

H. Landscaping or any portion thereof including sod, seeding, shrubs, trees and

I. Insect damage of any nature whatsoever

J. Non-uniformity in appearance of used

K. Chips, scratches or mars in tile, wood plastic laminate and glass not expressly

L. Dripping faucets and toilet adjustments

described herein.

Initially released in 1994, UDA Construction Office™ has grown into the industry's most widely used collection of Construction and Project Management Tools for Builders, Remodelers, Developers, Architects, Designers, Homeowners, Light Commercial, CM and Design-Build Professionals.

M. Utility service lines installed by developer, municipality or service company and settling, back filling or slumping thereof.

N. Deterioration or defects in asphalt paving.

O. Movement, shifting, expansion or contraction of the soil beneath the Project and the Project in the underground

Integrates with Microsoft Office and Word

All warranty work shall be scheduled

This warranty is extended only to the Project.

Should any term of this Agreement such determination shall not affect

Use of one gender shall include all the plural shall include the singular

IN WITNESS WHEREOF, the parties written,

Contractor's Company Name

Contractor's Name

Buyer's Name

UDA Construction forms are designed as a system of integrated documents engineered to provide expert solutions for Construction Professionals in a wide range of fields.

Using UDA Forms is as simple as 1,2,3.

1. Open the Form using your word processing application
2. Review and Modify the Form to meet your specific needs
3. Print the Form directly onto your letterhead

UDA Contracts and forms are provided as Microsoft Word and Works files that can be opened in most word processors and modified to reflect revised, deleted or added text, company logos, personalization, varied fonts, types, styles and sizes.

Questions? Call UDA Customer Assistance
1-800-700-8321 M-F, 9-7 EST
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