

**LIMITED WORKMANSHIP WARRANTY**  
**Non-Transferrable**

Owner: \_\_\_\_\_

Date of Completion: \_\_\_\_\_

Project description: \_\_\_\_\_

Location: \_\_\_\_\_

*This warranty is valid only if signed by the Owner/Customer and **Umbaré Pools, Inc.** ("Contractor"). This warranty is a part of the Agreement between Owner/Customer and Contractor and incorporates the terms of the contract.*

The work performed by Contractor is warranted for workmanship for **1 YEAR** from the date of completion shown above. Under this express workmanship warranty, the Contractor will at its own expense make any repairs necessary to correct defects or deficiencies in the installation of materials or in the workmanship provided by Contractor.

Contractor disclaims all liability for claims arising out of the exclusions listed below. Customer acknowledges that he/she is solely liable for all damages, whether actual or consequential, arising out of these claims. This express workmanship warranty does **NOT** cover the following:

- 1) Defects or damage caused by:
  - a) Natural disasters including, without limitation, floods, lightning, hurricanes, hail, windstorms, earthquakes, tornadoes, dry rot, etc.
  - b) Changes in original principal usage unless approved in advance in writing.
  - c) Erection or construction of any additional installation on or adjacent to the work performed by Contractor which impacts Contractor's work.
  - d) Repairs by others including, but not limited to, painting or coating unless prior written approval is obtained.
  - e) Acts of God, strikes, riots, war, civil disturbances, fire, vandalism or other damage beyond Contractor's control.
  - f) Termites or other pests.
- 2) Damage to the building or its contents.
- 3) Damage to person or property caused by mold, mildew, fungi, spores, algae, microscopic organisms, hazardous chemicals, biological agents or allergens.
- 4) Staining and/or discoloration of plaster material, tile brick, tile, brick and patio finishes, weathering, local water conditions, improper use of chemicals, lack of brushing, improper maintenance, settling of structures and resulting settlement cracks, discoloration, streaking, variations in appearance of color, pitting and variation in texture and color of travertine, and variations in plaster or pebble finish.
- 5) All warranties provided by Contractor, if any, shall be deemed null and void if Customer fails to strictly adhere to the payment terms contained in the contract.

It is the Customer's responsibility to notify Contractor in writing within ten (10) days of the occurrence of any claim, defect, or deficiency arising out of work performed or services supplied by Contractor under the contract. **Failure of the Customer to provide written notice of the Occurrence will result in the Customer waiving all claims that may be brought against Contractor because of or relating to the Occurrence, including claims arising in law, equity, contract, warranty, tort, or federal or state statutory claims.** Upon receiving notice, Contractor will inspect the work, and if the cause of the defect is within the coverage as stated above, the Contractor will arrange for repairs to be made at no cost to the Customer. If the cause of the damage is not covered by the warranty, Contractor will notify Customer that the damage is not covered, and Contractor shall not be liable to Customer for the cost of repairs or damage. Other than this express workmanship warranty: **THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE PROVIDED BY CONTRACTOR.**

**Customer/Authorized Agent Signature:** \_\_\_\_\_

**Umbaré Pools, Inc.**  
**Authorized Signature:** \_\_\_\_\_

Printed Name: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_