

BUILDER'S LIMITED WARRANTY

For purposes of this agreement the builder is Integrity Custom Homes INC, and the owner is _____. The coverage for this warranty is limited to certain defects in the house located at _____.

All defects that are covered by this warranty are listed under the "warranty coverage and standards" below. Emergency defects are those listed defects that, if not immediately corrected, would cause the house to become uninhabitable or would cause serious damage to the house. Non-emergency defects are those that cause a component of the house to be completely unworkable but do not present an emergency. Cosmetic or appearance problems are not covered by this warranty unless they are listed under "warranty coverage and standards".

This warranty constitutes an agreement between the builder and the original owner and is not transferable. This document is the only warranty agreement, expressed or implied, that exists for the subject house between the builder and the owner. **This warranty becomes effective on the date of final settlement (closing) or the date of first occupancy, whichever comes first.** Prior to the effective date, a final inspection of the home is to be completed by both the builder and the owner(s). All "punch list" items are to be mutually agreed upon. The extent of the builder's obligation is to honor this warranty and to evaluate and correct any written "punch list" items that exist.

Non-emergency defects covered by this warranty will be corrected by the builder within 90 days of proper notification. There will be no charge to the owner for labor or materials for covered warranty work. This warranty is not to be suspended or modified by any oral agreement.

Exclusions: The following are specifically excluded from this warranty:

(1) Any item that is not a part of the house. This includes: landscaping, either native or installed, non-structural earth settlement or erosion, retaining walls that are not a part of the structure of the house, driveways, sidewalks, fences, outside utilities. (2) Items furnished by the owner or work contracted by the owner. (3) Bodily injury, damage to furnishings or other personal property or damage to real property except that real property that is defined herein as being covered by this warranty. (4) Any damage caused or made worse by negligence, improper maintenance, or improper operation. (5) Damage caused by fire, smoke glass breakage, wind storm, hail, lightning, falling trees, vehicles, flood or earthquake. (6) Any damage caused or made worse by failure to promptly notify the builder. (7) Water damage to walls, floors, and ceilings unless an attempt is made to notify the builder within 12 hours of a

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Builder Owner(s)

leak. It is the responsibility of the owner to promptly shut off the main valve in the event of ruptured water lines. (8) Glass that becomes cracked or broken subsequent to date of final settlement. (9) "Rough-in only" systems such as pre-wired security system or roughed-in vacuum system unless the contractor who performed the rough-in also finishes the final installation. (10) Cracks in concrete slab floors.

Warranty Coverage and Standards

We will make repairs or replacements as necessary to correct the following defects, should they occur.

The coverage for this warranty is limited to the defects listed below. Our warranty is for a period of one year.

- (1) **CONCRETE SLAB ON GRADE:** We will patch any cracks that develop. See "structural" section of warranty coverage. Builder shall not be required to replaced any poured concrete if cracks develop.
- (2) **CONCRETE BASEMENT WALL:** We will patch any cracks that develop and we will correct any leaks that result in standing water on the slab. See "structural" section of warranty coverage.
- (3) **BRICK MASONRY:** We will repair loose bricks and any cracks in mortar joints.
- (4) **STONE MASONRY:** We will repair any veneer stones that come loose and repair any cracks in mortar joints.
- (5) **STUCCO:** We will repair any cracks, spalling, or delamination. We cannot guarantee a color match on patched stucco.
- (6) **WOOD FRAMING:** see "structural" section of warranty coverage.
- (7) **DECKS:** We will correct any problems developing from settling of footings. We will replace any deck boards that develop "pitch pockets". We will repair handrails that become loose or otherwise unsafe.
- (8) **EXTERIOR WALL TRIM:** We will caulk any joints over 1/8".
- (9) **INTERIOR TRIM:** We will caulk ay joints over 1/16".
- (10) **CABINETS:** We will repair any malfunction in operation of doors or drawers.
- (11) **ROOFING/FLASHING:** We will repair any rainwater leaks into the house
- (12) **WOOD SIDING:** We will repair or replace any boards that warp in excess of 3/8". We cannot guarantee a perfect color match.
- (13) **DOORS:** We will repair or replace any doors that fail to operate properly including the garage door.

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- (14) **WINDOWS:** We will repair or replace any windows that fail to operate properly, windows that may temporarily fog up during damp weather and is not a defect. Do not direct lawn sprinklers or other artificial water sources against windows or doors.
- (15) **DRYWALL:** We will repair any cracks or “nail pops” that open up. We do not guarantee a perfect texture match to drywall. It is the owners’ responsibility to paint all drywall repairs.
- (16) **PAINT AND STAIN:** Interior and exterior paint and stains are not covered by this warranty. Should any painting be done by builder, there is no guarantee on color matches.
- (17) **WOOD FLOORS:** We will caulk any joints that open up wider than 1/16” except during periods of prolonged cold weather (low humidity). Squeaks in wood floors or stair treads are not covered by this warranty.
- (18) **CARPET:** We will tighten any stretched areas and repair any seams that separate.
- (19) **CERAMIC TILE:** We will regrout any joints that fail to retain their original grout. This warranty does not cover cracks across actual tiles that develop subsequent to the closing.
- (20) **FIREPLACE:** If your fireplace fails to draw, we will fix it.
- (21) **FIREPLACE WARNING! Per the manufacture: Hot Glass WILL cause burns. DO NOT TOUCH glass until cooled. NEVER allow children to touch glass. Builder/Seller is not responsible for injury or harm.**
- (22) **CENTRAL VACUUM:** We will correct any malfunction in the central vacuum system that is not caused by misuse.
- (23) **PLUMBING:** We will fix any leaks in valves or pipes except frozen outdoor spigots. It is the responsibility of the owner to cut off water to outside spigots during cold weather.
- (24) **APPLIANCES:** We assign the manufacturer’s warranty to you. Contact the supplier for repairs.
- (25) **HEATING AND AIR CONDITIONING:** We warranty that the heating system will be able to maintain 70 degrees F when the outdoor temperature is 10 degrees F and that the cooling system will be able to maintain an indoor temperature that is 15 degrees cooler than the outside temperature. Measurements to be made in the center of the room, five feet above the floor. Cooling system warranty is valid for areas with skylights only if the skylights are equipped with “mini-blinds” or a similar sun control device. We do not warrant compliance with the national energy code.
- (26) **ELECTRICAL:** We will fix any electrical problems.
- (27) **LIGHT FIXTURES:** We will repair or replace any electrical fixtures that fail to function properly.
- (28) **SECURITY SYSTEM:** We will fix any problem that develops with the security system if it was installed by us.
- (29) **STRUCTURAL:** We will replace or repair any component of the structural system that fails during the warranty period. A failure is manifest by a substantial displacement (over one inch) of the component in question and the portion of the house that bears on that component.

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Builder		Owner(s)

How to make a claim

Non-emergency defects must be submitted to the builder in writing. Emergency defects may be phoned in to the builder, but must always be followed by a written claim.

All claims for warranty work must make reference, by paragraph number, to the particular part of this document that covers the defect.

The owner agrees to provide reasonable access to the house for the purpose of having warranty work performed. It is the responsibility of the owner to remove furniture and personal items from the area in which warranty work will be performed. The builder will not be responsible for damage to any item of personal property.

This document constitutes the entire warranty agreement and is the only warranty which will be honored. No other document or oral agreement will be honored unless expressed indicated herein.

This warranty constitutes the entire liability and responsibility of the builder subsequent to final settlement. The owner, by accepting this warranty, agrees that he/she will not make, nor cause to be made, any complaint nor claim against the builder, or agent of the builder, for any cause except failure to honor this warranty. This warranty is not valid unless signed by both builder and owner of their designated agents.

In the event the builder and owner cannot reach an agreement on a dispute concerning this warranty, all disputes, differences and controversies arising under and in connection with this agreement shall be settled and finally determined by arbitration in Marion, Iowa, according to the Commercial Rules of the American Arbitration Association now in force or hereafter adopted.

No warranty work will be performed if there is an outstanding balance due to the builder.

Builder: Integrity Custom Homes INC _____

By:

Title: _____

Date: ____/____/____

Owner: _____

Owner: _____

Date: ____/____/____