

HOME BUILDER'S WARRANTY

ONE (1) YEAR

Property location: _____

(1) The above-described house has been constructed in accordance with accepted home building practices. It has been inspected by contractor's trained personnel and, where required, by the building department of the area in which it is situated.

(2) Contractor guarantees against defects in the quality of work and materials for a period of one (1) year the following items:

- (a) the plumbing system;
- (b) the heating system, if installed;
- (c) the roof against leaks;
- (d) the electric wiring system; and
- (e) the septic tank, if installed.

(3) Contractor agrees that upon receipt of a written request from owner within sixty (60) days of the date of this warranty contractor will make an inspection of owner's house and adjust the following items no more than twice within the year:

- (a) doors, including hardware;
- (b) windows;
- (c) electric switches, receptacles and fixtures;
- (d) caulking around exterior openings;
- (e) plumbing fixtures; and
- (f) cabinet work.

(4) Contractor shall be liable only to the limit of the manufacturer's warranty for appliances and equipment such as refrigerator, range space heater, hot water heater, washing machine, dishwasher, garbage disposal, ventilating fan and air conditioner.

(5) Contractor does not assume responsibility for:

- (a) damage due to ordinary wear and tear, or abusive use;
- (b) defects that are the result of characteristics common to the materials used;
- (c) loss or injury caused in any way by the elements;
- (d) conditions resulting from condensation on, or expansion or contraction of, materials; or

(e) paint or stain of any kind

(f) any damage due to acts of God. This is to include settling of the ground (dirt) and the washing of gravel in, on or around driveways

(6) This warranty is not transferable. Any obligation under it terminates if the property is resold or shall cease to be occupied by owner to whom it is originally issued.

(7) Any request for service must be sent in writing to contractor's office at

Modern Structures, LLC
800 Galen Rd
Lafayette, TN 37083

(8) All repairs and adjustments will be confined to the limit set forth in this warranty.

(9) THE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, STATUTORY OR OTHERWISE, EXPRESSED OR IMPLIED, ALL OTHER REPRESENTATIONS MADE BY THE UNDERSIGNED AND ALL OTHER OBLIGATIONS OR LIABILITIES WITH RESPECT TO THE HOUSE COVERED BY THIS WARRANTY. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE EXPRESSLY EXCLUDED FROM THIS WARRANTY AND THE UNDERSIGNED'S OBLIGATION SHALL NOT EXCEED ITS OBLIGATION SET FORTH IN THIS WARRANTY.

MARCUS SMITH / MODERN STRUCTURES

Dated _____