

LIMITED WARRANTY

1. NOTE: CONSEQUENTIAL AND INCIDENTAL DAMAGES ARE EXCLUDED.
2. TERM: The terms of the various coverages of this Warranty begins on the date on which your home is deeded to you or when it is occupied, whichever comes first. That date is referred to in this Limited Warranty as CLOSING.
3. CONSTRUCTION QUALITY STANDARDS: Determinations as to defects in materials or workmanship shall be made according to the Construction Quality Standards set forth in the Memphis Area Home Builders Association Registered Builders Warranty. Reference to the said Registered Builders Warranty shall not be deemed to create by implication or otherwise, a Registered Builder Warranty.
4. COVERAGE: We warrant that: For a period of one year after Closing, the floors, ceilings, walls, and other internal structural components of the home which are not covered by other portions of this Limited Warranty will be free of defects in materials or workmanship; and that
 - (a) For a period of one year after Closing, the plumbing, heating and electric wiring systems will be free of defects in materials or workmanship; and that
 - (b) For a period of one year after Closing, the roof will be free of leaks caused by defects in materials or workmanship; and furthermore that
 - (c) For a period of one year after Closing, the following items will be free of defects in material or workmanship: doors (including hardware), windows, electric switches, receptacles and fixtures; plumbing fixtures; and cabinets.
 - (d) For a period of ninety days after Closing, landscaping shall not die if proper care is used.
5. MANUFACTURERS WARRANTIES: The manufacturers of certain appliances and equipment may issue their own warranty directly to you. The manufacturers of other appliances and equipment may issue their own warranty to us which we hereby assign and pass through to you. Each will be for its own period of time and will cover such usage as is specifically outlined in each separate warranty and to which you are directed. The following are examples of such appliances and equipment though not every home includes all of these items and some homes may include appliances or equipment not in this list: air conditioner, heat pump, exhaust fan, furnace, smoke detector, garbage disposal, water heater, range, oven, dishwasher and oven hood.
6. EXCLUSIONS FORM COVERAGE: This Limited Warranty does not extend to, and we assume no responsibility for any of the following:
 - (a) Defects in appliances and pieces of equipment which are covered by manufacturers warranties and are listed as a “consumer product” for the purposes of the Maguson-Moss Act (15 U.S.C. Sections 2301 through 2312).

- (b) Damage due to ordinary wear and tear, abusive use or lack of proper maintenance of your home.
- (c) Minor defects which are the result of characteristics common to the materials used, such as (but not limited to) warping and deflection of wood; fading, chalking and checking of paint due to weather conditions; cracks due to drying and curing of concrete, drywall, bricks and masonry; drying, shrinking and cracking of caulking and weather-stripping. In the event a dispute arises over the term “minor defects” as used herein, a condition which otherwise falls within the guidelines as set forth above shall be considered a minor defect if it does not violate the Construction Quality Standards set forth in the Memphis Area Home Builders Association Registered Builder Warranty. Reference to the said Registered Builder Warranty shall not be deemed to create by implication or otherwise, a Registered Builder Warranty.
- (d) Defects in items installed by you or anyone else except us.
- (e) Work done by you or anyone else except us.
- (f) Loss or injury due to the elements.
- (g) Conditions resulting from condensation on, or expansion or contraction of materials.
- (h) Minor cracking of exterior concrete due to natural causes such as the normal “freeze-thaw” cycle, which is common in this geographical area, and also “frost heave,” due to said “freeze-thaw” cycle.
- (i) Damages caused by mold, or by some other agent that may be associated with defects in our construction, to include, but not be limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and adverse health effects, or any other effects.
- (j) Damage caused by termites. We will furnish a soil treatment certificate from a licensed and bonded termite control operator at closing. Thereafter, We will not be responsible for any damage to the home caused by termites or other pests.
- (k) Any natural trees and/or natural growth on the property.

7. NO OTHER WARRANTIES: This warranty is given as a part of the above sale and shall survive the closing. All other warranties, both express and implied, specifically including any and all warranties of merchantability, fitness for a particular purpose and other warranties, are superseded hereby. We are not liable for any consequential or incidental damages arising as a result of a warranty claim.

8. CLAIMS PROCEDURE: If a defect appears which you think is covered by this Limited Warranty, you must write a letter describing it, and send it to us at the address appearing on the Limited Warranty. If delay will cause extra damage (i.e., if a pipe has burst), telephone us. Only emergency reports will be accepted by phone.

9. **REPAIRS:** Upon receipt of your written report, within one year from the date of closing, of any substantial latent defect in material and/or workmanship, we will repair or replace any item covered by this Limited Warranty which proves to be defective by our examination. We will do so at no charge to you within thirty (30) days (longer if weather conditions, labor problems or material shortage causes delays). The work will be done by us or sub-contractors chosen by us. The choice between repairs or replacements is ours. Any corrective work performed by you or those employed by you within the thirty (30) day period shall invalidate this warranty.

10. **DISPUTE RESOLUTION:** Any dispute arising from a claim made under this warranty shall be determined by submitting such claim to Resolute Systems, Inc. for mediation and binding arbitration. The parties agree that the aggrieved party shall exhaust all such remedies prior to filing a suit in any court.

11. **NOT TRANSFERABLE:** This Limited Warranty is extended to you only if you are the first purchaser of the home. When the first purchaser sells the home or moves out of it, this Limited Warranty automatically terminates.

This agreement entered into this _____ DAY OF _____, 20_____.

BY AND BETWEEN:
OWNER:

David Moore Construction, LLC.

By: David A Moore, Chief Manager

Property Address: _____

Builder's Address: _____

WARRANTY POLICY

We hope you will be happy in your new home. It has been constructed in accordance with accepted homebuilding practices. It has been inspected by our trained personnel and the building department of the village, city, township or county within which jurisdiction it is situated.

As company policy, we will inspect your house as promptly as possible upon your written request to our office. Where such inspection reveals that it requires repairs or adjustments because of defects in workmanship or material, we will make reasonable and necessary repairs or adjustments without cost to you except where these are the responsibility of a manufacturer, subcontractor, or other person or firm.

This Limited Warranty is nontransferable. Any obligation under it terminates if the property is resold or shall cease to be occupied by the home owner to whom it is originally issued.