

## **EXPRESS LIMITED WARRANTY AGREEMENT**

Contractor extends the following one-year limited warranty (the “Warranty”) attached to the Contract between the undersigned **OWNER** and the undersigned **CONTRACTOR** dated the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_ (the “Contract”) relating to the construction of a single-family residence located at \_\_\_\_\_ (the “Home”).

The commencement date of this Warranty shall be on even date with the date of Substantial Completion of the Work and shall extend for a period of one (1) year.

### **SCOPE OF WARRANTY**

The Contractor expressly warrants to the original Owner, and to the subsequent Owner, of the Home that the Home will be free from defects in materials and workmanship resulting from noncompliance with the Contract and/or industry standards.

### **OWNER’S ACKNOWLEDGMENT OF ASSIGNMENT OF MANUFACTURER’S WARRANTIES**

Contractor has assigned to Owner all existing assignable warranties of manufacturers’ equipment, products, or items purchased by or through Contractor, and incorporated in the Home. For purposes of this Warranty, the term manufactured products shall include all tangible personal property such as appliances, equipment, and other items that are consumer products under the Magnuson-Moss Warranty Act, 15 U.S.C., sections 2301-2312, and that are located in the Home on the commencement date of this Warranty. Defects in items covered by manufacturer’s warranties are excluded from coverage of this Warranty, and the Owner must follow separate procedures in the manufacturers’ warranties if such products become defective.

### **CONTRACTOR’S DUTIES**

If a covered defect occurs during the one-year period, the Contractor may elect to repair, replace, or pay the Owner the reasonable cost of repairing or replacing the defective item. The Contractor’s total liability under this Warranty is limited to Contractor’s estimated costs of repairing or replacing the defect. The choice among repair, replacement, or payment is the Contractor’s. Any steps taken by the Contractor to correct defects shall not act to extend the term of this Warranty. All repairs by the Contractor shall be at no charge to the Owner and shall be performed within a reasonable length of time, defined as thirty (30) days from the date of Contractor’s receipt of the Warranty Defect Notice, as defined in the Contract.

### **OWNER’S DUTIES**

Owner must provide normal maintenance and proper care of the home according to this Warranty and generally accepted standards of the state of Washington. The Contractor must be notified in writing, by the Owner, of the existence of any defect before the Contractor is

responsible for the correction of that defect. Written notice of a defect, as required by the Contract, must be received by the Contractor prior to the expiration of the warranty on that defect and no action at law or in equity may be brought by the Owner against the Contractor for failure to remedy or repair any defect about which the Contractor has not received timely notice in writing. The Owner must provide the Contractor with access to the Home during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., to inspect the defect reported and, if necessary, to take corrective action.

### **ASSIGNMENT OF INSURANCE PROCEEDS**

In the event the Contractor repairs or replaces or pays the cost of repairing or replacing any defect covered by this Warranty for which the Owner is covered by insurance, or a warranty provided by another party, Owner must, upon request of the Contractor, assign the proceeds to the Contractor to the extent of the costs paid by Contractor.

### **WAIVER OF CONSEQUENTIAL AND INCIDENTAL DAMAGES**

In accordance with the Contract, consequential or incidental damages are waived under this Warranty.

### **EXCLUSIONS FROM WARRANTY**

The following defects are excluded from this Warranty:

- Defects in any item that was not part of the original Home as constructed by the Contractor.
- Any defect caused by or worsened by negligence, improper maintenance, lack of maintenance, improper action, or inaction, or willful or malicious acts by any party other than the Contractor, its employees, agents, or subcontractors.
- Normal wear and tear of the Home.
- Loss or damage caused by acts of God, including but not limited to fire, explosion, smoke, water escape, changes that are not reasonably foreseeable in the level of underground water table, glass breakage, windstorm, hail, lightning, falling trees, aircraft, vehicles, flood, and earthquakes.
- Any defect or damage caused by changes in the grading or drainage patterns or by excessive watering of the ground of the Owner's property or adjacent property by any party other than the Contractor, its employees, agents, or subcontractors.
- Any loss or damage that arises while the Home is being used primarily for nonresidential purposes.

- Any damage to the extent it is caused or made worse by the failure of anyone other than the Contractor or its employees, agents, or subcontractors to comply with the requirements of this Warranty.
- Any defect or damage that is covered by a manufacturer’s warranty that has been assigned to Owner pursuant to the Contract.
- Failure of Owner to take timely action to minimize loss or damage or failure of Owner to give the Contractor timely notice of the defect.
- Insect or animal damage.

**EXCLUSIVE WARRANTY**

Owner and Contractor agree that this Warranty expressly excludes all other warranties available under Washington or federal laws, including any express or implied warranties of fitness, merchantability, or habitability, or otherwise.

Dated the [redacted] day of [redacted], [redacted]

Owner [redacted] Contractor [redacted]