

Warranty

The Contractor shall expressly warrant that the improvements are to be free from defects in material or workmanship for one (1) year from the date of substantial completion, or Contractor will repair the defects at no additional cost to Customer/Owner. The contractor's warranty excludes all existing conditions of the property. Contractor makes no other warranties with respect to the fitness, merchantability, workmanship, construction, or physical condition of the property, any Homeowner Association property or any other real or personal property whatsoever. This warranty is expressly in lieu of any other warranties expressed or implied except for the warranties provided by the Contractor's warranty and the manufacturer's warranty for appliances, equipment, and fixtures.

1. No later than thirty (30) days after substantial completion or occupancy, whichever comes first, the Customer/Owner shall deliver a written list of any minor omissions or malfunctions not previously made known in writing to the Contractor.
2. Nonemergency warranty requests must be made in writing to the Contractor. For emergency items, such as plumbing, electric and HVAC, Customer/Owner must contact the subcontractor or municipality directly.
3. Contractor hereby assigns to Customer/Owner all of Contractor's rights, if any, under manufacturer's warranties on appliance and items of equipment included in the project. Contractor assumes no responsibility for such manufacturers' warranties, and Customer/Owner should follow the procedures in these warranties if defects appear in such appliances and items of equipment.
4. Contractor does not assume responsibility for any of the following, all of which are expressly excluded from coverage under this Limited Warranty:
 - A. Defects in appliances, equipment, and fixtures which are covered by a manufacturer's warranty.
 - B. Incidental, consequential, or secondary damages caused by a breach of this warranty.
 - C. Defects which are the result of characteristics common to the materials used, such as (but not limited to) warping and deflection of wood; mildew and fading, chalking and checking of paint due to sunlight; cracks due to drying and curing of concrete, stucco, plaster, bricks and masonry; drying, shrinking and cracking of caulking and weather-stripping.
 - D. Conditions resulting from condensation on, or expansion or contraction of materials.
 - E. Defective design or materials supplied by Customer/Owner or installed under his direction, or defects caused by anything not built into, or installed in the project pursuant to contract between Contractor and Customer/Owner.
 - F. Damages due to ordinary wear and tear, abusive use, or lack of proper maintenance of the project.
 - G. Loss or injury due to the elements.
 - H. Landscaping warranty. Trees and shrubs one year. Sod 90 days. Excluded is damaged cause by lack of maintenance, irrigation and pests
 - I. Insect damage of any nature whatsoever.
 - J. Non-uniformity in appearance of natural or simulated brick, stone, granite, tile, wood, etc.
 - K. Chips, scratches or mars in tile, woodwork, walls, porcelain, brick, plumbing fixtures, plastic laminate and glass not expressly identified to Contractor prior to occupancy.
 - L. Utility service lines installed by developer, municipality or service company and settling, back filling or slumping thereof.
 - M. Deterioration or defects in asphalt paving.
 - N. Movement, shifting, expansion, or plasticity of the soils beneath the project and changes in the underground water table and subsurface soil structures beyond Contractor's control.
 - O. Existing conditions of property or repairs to such.

GREEN MOUNTAIN BUILDERS, LLC LIMITED WARRANTY

This Agreement made this ___th day _____ of 20__ by and between GREEN MOUNTAIN BUILDERS OF FLORIDA, LLC DBA GREEN MOUNTAIN BUILDERS and **CUSTOMER NAME** for the property located at **STREET ADDRESS, CITY, FL ZIP**.

TERM - The Company warrants to the Purchaser/ homeowner under the terms of this limited warranty the home or dwelling identified above for the period of One Year from the date of substantial completion, original conveyance of the Title, or the date of occupancy, whichever occurs first. The project will be deemed substantially complete when the contract terms are complete, or the local municipality has completed all required inspections.

COVERAGE - Purchaser/ homeowner acknowledges that they received, prior to or at closing/ completion, the Homeowner's Manual containing the printed Green Mountain Limited Warranty in its entirety. Coverage is provided for (1) Faulty workmanship and materials as defined in Home Owner's Manual (2) Defects in wiring, piping and ductwork in the electrical, plumbing, heating and cooling systems. (3) Major structural defects. A "major structural defect" is actual damage to the load bearing portion of the home (including damage due to settlement, expansion or lateral movement of soil from causes other than flood or earthquake or sinkhole) which affects its load bearing function and which vitally affects (or is imminently likely to produce a bottle effect on) the use of the Home for residential purposes. It is stressed, however, that normal characteristic behavior of building materials, wear and tear, general procedure, and like items, will not constitute a defect. Both "defects and faulty materials and workmanship" are explained in the Homeowner's Manual. The Approved Standards adopted by Green Mountain, Inc meets or exceeds the published Codes and Standards used by local jurisdictions throughout the state in order to regulate building practices.

ARBITRATION – Green Mountain and the Purchaser/Homeowner acknowledge that this Agreement necessarily involved interstate commerce by virtue of the materials and components contained in the Dwelling and each of the undersigned hereby agrees to arbitrate any and all disputes arising under this Agreement and to be bound by the decision of the arbitrator which shall be conducted pursuant to the Construction Industry Rules of the American Arbitration Association.

HOMEOWNER'S MANUAL - Purchaser/ homeowner will be given, prior to or at closing/ completion, a Homeowner's Manual disclosing the list of major subcontractors and their phone numbers with a general description of their work... This information may be used in the case of emergencies that occur at night, during holidays and on weekends. Otherwise, Purchaser/ homeowner shall coordinate warranty work to be done by the subcontractor through the procedure hereinafter set forth.

CLAIMS PROCEDURE ~ If a defect appears which you think is covered by this Limited Warranty you must fill out the enclosed "Service Request Form" and mail it to our office at the address appearing on the back of this Limited Warranty. We request that you occupy the home for thirty (30) days before sending in a Service Request Form. This enables you to complete a list of the items, if any, that need to be corrected. The Company already had your initial orientation list. Please remember that cosmetic items aren't covered under your warranty.

After the initial thirty (30) day Service Request, the Company requests that you wait until the eleventh month of your warranty period to submit your final Service Request Form. If you have an emergency (i.e., a pipe burst, a roof leak, etc.) telephone the Company immediately.

Note: Only emergency repairs will be taken by phone. Contact the subcontractors directly only if there is an emergency.

REPAIR ~ Upon receipt of your Service Request Form the Company may make an inspection. If the defective item is covered by this Limited Warranty, the company will (at Company's sole option) either (1) repair such defect, or (2) replace or pay to Purchaser/ Homeowner the reasonable cost of such repair or replacement due to such defect. The Company will perform Service Calls, with someone present, Monday through Friday between 8:00 a.m. & 4:00 p.m.

NOTWITHSTANDING ANYTHING TO THE CONTRARY STATED HEREIN, THIS WARRANTY DOES NOT COVER ANY APPLIANCE, PIECE OF EQUIPMENT, OR ITEM WHICH IS A CONSUMER PRODUCT FOR PURPOSES OF THE MAGNUSON-MOSS WARRANTY ACT (15 USC, & 2301 THROUGH 2312),

DATE

PURCHASER/ HOMEOWNER'S Initials

THE PURCHASER/HOMEOWNER AGREES THAT THE LIMITED WARRANTY AGREEMENT IS GIVEN IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANT ABILITY, FITNESS FOR A PARTICULAR PURPOSE, HABIT ABILITY AND WORKMANSHIP, AND IS ALSO IN LIEU OF ANY CLAIMS FOR CONSEQUENTIAL DAMAGES, MENTAL ANGUISH OR DISTRESS, AND FOR DAMAGES BASED UPON NEGLIGENCE, FRAUD OR MISREPRESENTATION, AND THE PURCHASER/HOMEOWNER HEREBY EXPRESSLY WAIVES AND DISCLAIMS ANY SUCH WARRANTIES AND CLAIMS WITH RESPECT TO BOTH THE DWELLING AND THE PROPERTY.

DATE

PURCHASER/ HOMEOWNER'S Initials

NOTICE: The Company shall not be liable under this Agreement unless written notice of a latent defect has been given by Purchaser/ Homeowner to company within the one (1) year warranty period. Steps taken by the Company to correct any defect or defects shall not act to extend the warranty period described hereunder.

MANUFACTURERS' WARRANTY: Company hereby assigns to Purchase all of Company's rights, if any, under manufacture's warranties on appliances and items of equipment included in the Home. Company assumes no responsibility for manufacture's warranties and Purchaser/ Homeowner should follow the procedures in these warranties if defects appear in such appliances and items of equipment.