Limited Builder's Warranty Agreement

This Limited Warranty Agreement (this "Warranty") is extended by Habitat for Humanity Capital District, Inc. a 501 © 3 nonprofit corporation having an address at 207 Sheridan Ave, Albany, New York 12210 ("Habitat" or "Builder") to _____with an address at _____ ("Buyer"), who [is/are] the original Buyer(s) of the property with respect to improvements (the "improvements") constructed at the following address (the
Property"):_____
____

This limited warranty excludes incidental, consequential, secondary and/or punitive damages, and all other damages set forth in section 3B, limits the duration or implied warranties, and provides for liquidated damages as expressly hereafter set forth.

1. What is Covered by the Warranty

The Builder warrants that all construction related to the Improvements substantially co confirms with the plans and specifications and change orders for this job. The Builder warrants that during the first 30 days after the Buyer moves in, the Builder will adjust or correct minor construction defects, omissions, or malfunctions, such as missing equipment or hardware, sticking doors, drawers, and windows, dripping faucets, and other minor malfunctions reported by the buyer upon inspection of the Improvements.

Within one year from the date of closing or occupancy by the Buyer, whichever is first (the "Warranty Period"), the Builder will repair or replace, at the Builder's option, any latent defects in material or workmanship by the standards of construction relevant in (city, state). A latent defect is defined as one that was not ascertainable at the time of occupancy. The Buyer agrees to accept a reasonable match in any repair or replacement in the event the original item is no longer available.

2. What is Not Covered

This limited warranty does not cover:

A. Damage resulting from fires, floods, storms, electrical malfunctions, accidents, nor acts of God;

B. Damage from alterations, misuse, abuse negligence or failure to maintain or properly operate any of the covered items by any person;

C. Damage resulting from the Buyer's failure to observe any operating instructions furnished by the builder at the time of installation;

D. Damage resulting from a malfunction of equipment or lines of the telephone, cable TV or computer, gas, power, or water companies;

E. Any items listed as "Nonwarrantable Conditions" on the list that is attached as Exhibit A, incorporated into this contract; the Buyer acknowledges receipt of the list of "Nonwarrantable Conditions";

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_____/_____; (Buyer's Initials)

F. Any item furnished or installed by the Buyer; and

G. Any appliance, piece of equipment, or other item that is a consumer product for the purposes of the Magnuson-Moss Warranty Act, 15 U.S.C. 2301 et seq., installed or included in the Buyer's Improvement. The only warranties of items listed below are those that the manufacturer provides to the Buyer:

Roofing Brick, Siding
Plumbing Fixtures, Water Heater
Heating Equipment, Refrigerator
Cooling Equipment, Microwave
Kitchen Appliances, Ovens, Stove
Windows, Doors, Garbage Disposal
Light Fixtures, Floor Coverings

(i) The Builder has made any such warranties available to the Buyer for the Buyer's inspection and the Buyer acknowledges receipt of copies of any warranties requested.

_____/_____ (Buyer's initials)

(ii) Habitat hereby assigns (to the extent that they are assignable) and conveys to the Buyer all warranties provided to Habitat on any manufactured items that have been installed or included in the Buyer's Improvements. The Buyer accepts this assignment and acknowledges that the Builder's have no responsibility relating to such items other than any claim resulting from the installation of these products.

_____/_____ _____/_____
(Buyer's Initials) (Initial of Habitat's signing officer)

3. <u>Remedies and Limitations</u>

A. The Buyer understands that his/her sole remedy under this limited warranty agreement is repair and replacement as set forth herein

_____/_____
(Buyer's Initials)

B. With respect to any claim whatsoever asserted by the Buyer against the Builder, the Buyer understands that the Buyer will have no right to recover or request compensation for, and the Builder shall not be liable for any:

(1) Incidental, consequential, secondary, or punitive damages;

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(2) Damages from aggravation, mental anguish, emotional distress, or pain and suffering; nor

(3) Attorney's fees or costs.

_____/_____
(Buyer's initials)

C. The Builder hereby limits the duration of all implied warranties, including the implied warranties of fitness of purpose, habitability, and workmanlike construction to one year from the date of occupancy of the improvements, whichever comes first.

D. These limitations shall be enforceable to the extent permitted by law. Some states do not allow the exclusion or limitation of incidental or consequential damages or the limitation of implied warranties, so the limitations or exclusions listed above may not apply.

E. In no event shall Buyer have a damage claim against Builder for more than the corrective work as required by this Agreement.

The Buyer understands that this provision limits the amount of damages for which the Builder will be liable but agrees that (1) the damages provided for under this provision are fair and reasonable because damages under this limited warranty agreement would otherwise be uncertain as to amount and difficult to prove, (2) this limited warranty agreement as a whole is not so manifestly unconscionable, unreasonable, or disproportionate in amount as to justify the conclusion that it does not express the true intention of the parties, and (3) it is the intention of the parties that damages in the amount stated should follow the breach thereof. The Buyer further acknowledges acceptance of this liquidated damages provision (and has initialed the same below) in consideration for the limited warranties provided by the Builder and the other provisions of the construction contract.

_____/_____
(Buyer's initials)

F. This warranty is personal to the original Buyer and does not run with the property or the items contained in the house. The original Buyer may not assign, transfer, or convey this warranty without the prior written consent of Habitat, which Habitat may approve or deny in Habitat's sole discretion.

4. <u>How to Obtain Service</u>

If a problem develops during the Warranty Period, the Buyer shall notify Habitat in writing at the address given above of the specific problem. The written statement of the problem should include the Buyer's name, address, telephone number, and a description of the nature of the problem.

Habitat will begin performing the obligations under this warranty within a reasonable time of the Builder's receipt of such written request and will diligently pursue these obligations to completion.

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Repair work will be done during Builder's normal working hours. The Buyer agrees to provide the Habitat or Habitat's representative access to the house and the presence, during the work, of a responsible adult with the authority to approve any repair and sign a call-back ticket upon completion of the repair.

5. Specific Legal Rights

This Warranty gives the Buyer specific legal rights.

6. Where to Get Further Help

If the Buyer wishes further information concerning this Warranty, the Buyer should contact Habitat.

7. The Only Warranty Given by the Builder

The Buyer acknowledges (a) that the Buyer has thoroughly examined the property and Improvements to be conveyed, (b) that the Buyer relies solely on the Buyer's judgment in signing the limited warranty, and (c) that Habitat has made no guarantees, warranties, understandings, nor representations (nor have any been made by the representatives of Habitat) that are not expressly set forth in this document and there are no warranties except those expressly set forth in this document.

I/We acknowledge having read, understood, and received a copy of this Warranty, and have had the opportunity to review this Warranty with our legal advisor.

Buyer:

_____

Date: _____

Builder:
Habitat for Humanity Capital District, Inc.

_____

Print Name _____
Title _____

Date: _____

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