

**EXPRESS LIMITED WARRANTY AGREEMENT
EXHIBIT "E"**

This Express Limited Warranty Agreement between _____,
Contractor, and _____, Owner(s)
pertains to the construction of a Home at the following address:

and is extended by the Contractor to the above-named, original Owner(s) of this property.

1. What is Covered by the Warranty?

The Contractor warrants that all construction related to the Home substantially conforms to the plans, specifications and change orders for this project.

Within one (1) year from the date of occupancy by the Owner(s) the Contractor will repair or replace, at the Contractor's option, any latent defective condition, not apparent or ascertainable at the time of occupancy, with the building materials or workmanship. A defective condition shall be determined and defined by the standards of construction set out in "Residential Construction Performance Guidelines", a publication of the National Association of Home Builders, current edition at the time of substantial completion. The Owner(s) agrees to accept reasonable matches in any repair or replacement in the event the specified or originally used item is no longer available.

2. What is Not Covered

This Express Limited Warranty Agreement does not cover the following items:

- A. Damage resulting from fires, floods, storms, accidents, or acts of God.
- B. Damage from alterations, misuse, or abuse of the covered items by any person.
- C. Damage caused by insects, mold, and other organic materials or substances, and damage resulting from the Owner(s)' failure to perform reasonable home maintenance.
- D. Damage resulting from the Owner(s)' failure to observe any operating instructions furnished by the Contractor at the time of installation.
- E. Damage resulting from a malfunction of equipment or lines of the telephone, gas, electric, or water companies.
- F. separate and apart from the structure of the Home. These features or accessories will have structural the Home.
- G. Any item furnished or installed by the Owner(s).
- H. These additional items, listed as follows, shall be Non-warrantable Conditions:

-
-
- I. Any appliance, piece of equipment, or other item that is a consumer product for the purposes of the Magnuson-Moss Warranty Act, 15 United States Code §2301 et seq., installed or included in the Owner(s)'s property. Examples of consumer products include, but are not limited to, a dishwasher, garbage disposal, gas or electric range, range hood, refrigerator, microwave, trash compactor, garage door opener, washer, dryer, water heater, furnace, or heat pump. The only warranties for any appliance, pieces of equipment, or other item that is a consumer product for the purposes of the Magnuson Moss Act are those provided by the manufacturer.

The Contractor hereby assigns (to the extent that they are assignable) and conveys to the Owner(s) all warranties provided to the Contractor on any manufactured items that have been installed or included in the Owner(s)'s property. The Owner(s) accepts this assignment and acknowledges that the Contractor's only responsibility relating to such items is to lend assistance to the Owner(s) in settling any claim resulting from the installation of these products.

3. Remedies and Limitations

- A. The Owner(s) understands that the sole remedies under this Express Limited Warranty Agreement are repair and replacement, as set forth herein.
- B. With respect to any future claim whatsoever that may be asserted by the Owner(s) against the Contractor, or the Contractor's employees, the Owner(s) understands that the Owner(s) will have no right to recover, or to request compensation for, and the Contractor shall not be liable for any of the following:
- (1) Incidental, consequential, secondary, or punitive damages;
 - (2) Damages for aggravation, mental anguish, emotional distress, or pain and suffering;
 - (3) Attorney's fees or costs.
- C. **THE OWNER(S) UNDERSTANDS AND AGREES THAT NO IMPLIED WARRANTIES WHATSOEVER APPLY TO THE STRUCTURE OF THE HOME, OR TO ITEMS THAT ARE FUNCTIONALLY PART OF THE HOME. THE CONTRACTOR DISCLAIMS, AND THE OWNER(S) WAIVES, ANY IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF HABITABILITY, THE IMPLIED WARRANTY OF WORKMANLIKE CONSTRUCTION, AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THESE LIMITATIONS SHALL BE ENFORCEABLE TO THE EXTENT PERMITTED BY THE LAW.**

(Owner(s)'s initials)

- D. This Warranty is personal to the original Owner(s) and does not run with the property, or the items contained in the Home. The original Owner(s) may not assign, transfer, or convey this Warranty without the prior written consent of the Contractor.

4. How to Obtain Service

If a problem develops during the Warranty period, the Owner(s) must notify the Contractor of the specific problem in writing delivered to the Contractor at the address specified herein. This written statement of the problem must include the Owner(s)'s name, address, telephone number, and a description of the nature of the problem. Within a reasonable time of receipt, the Contractor will inspect to determine if the problem is covered under this Warranty. If covered, the Contractor will perform the repair or replacement obligations under this Warranty within a reasonable time, and will diligently pursue this obligation.

Repair work will be done during the Contractor's normal working hours, except in emergency situations where delay may cause additional damage. The Owner(s) agrees to provide the Contractor or Contractor's representative access to the Home for all inspections and repairs. The Owner(s) also agrees to be present, or to have present a responsible adult with authority to authorize the repair, and to sign an acceptance-of-repair ticket upon completion.

5. Where to Get Help

For information concerning this Warranty, the Owner(s) should contact the Contractor's customer service representative:

(name, address, phone number, fax number, e-mail address)

Any notice of claim or other document required or permitted to be delivered under this Warranty, may be sent by first class mail to these authorized individuals at their addresses listed below.

NAME	ADDRESS
------	---------

NAME	ADDRESS
------	---------

6. The Only Warranty Given by the Contractor - Exclusive Remedy

(a) The Owner(s) has thoroughly examined the residential property described herein that is to be conveyed; (b) the Owner(s) has received, read, and understands this Express Limited Warranty Agreement; and (c) neither the Contractor, nor the Contractor's representatives, have made any guarantees, warranties, understandings, or representations that are not set forth in this Warranty. This Warranty constitutes the exclusive remedy of all claims by the Owner(s) against the Contractor, or the Contractor's employees. The Owner(s) specifically waives the right to seek damages or to assert any claims against the Contractor, or the Contractor's employees, except as may be provided in this Express Limited Warranty Agreement.

7. Dispute Resolution: Mediation first - then Binding Arbitration

Any and all Warranty disputes between the parties, shall be resolved as follows:

Either party may request mediation by giving written notice to the other. The notice shall include a brief description of the disagreement. Mediation of disputes is encouraged, but neither party shall be required to accept mediation. If an offer to mediate is accepted, the

parties shall select a mutually agreed mediator, and shall schedule a mediation session as soon as reasonably possible. Mediated results are nonbinding, but the parties may reduce any mediated resolution to writing and execute it as a binding contract. The costs of mediation shall be equally divided by the parties.

Any monetary Warranty dispute between the parties that is not resolved by voluntary mediation, and that does not exceed this state’s jurisdictional limit of \$ _____ for small claims, shall be resolved in the small claims court for the city or county where the property are located. The claiming party will be responsible for filing suit in accordance with small claims procedures. The parties agree to abide by the decision of the small claims court judge.

All Warranty disputes that are not resolved by mediation or small claims litigation shall be decided by arbitration. Either party may request arbitration by giving written notice to the other. The notice shall include a brief description of the matter in dispute.

Arbitration shall be conducted in accordance with:

(specify the arbitration rules) _____

by _____ (name of arbitrator)

Should either party fail or refuse to participate in arbitration proceedings, the arbitrator shall be authorized to proceed and to render a decision based on whatever evidence may be presented. Decisions of the arbitrator shall be binding on both parties, and may not be appealed, or subject to rehearing. The costs of arbitration, and any reasonable attorneys fees and legal expenses, shall be paid in accordance with the arbitrator's decision. If, however, the arbitrator makes no such determination, the prevailing party’s arbitration costs, reasonable attorneys’ fees and/or additional legal expenses shall be paid by the other party. The term “prevailing party” means that party in whose favor the greater total monetary sum or more valuable equitable award is made, or in whose favor the dispute is resolved, regardless of any settlement offer.

THIS ARBITRATION CLAUSE WAS SEEN AND AGREED to by the parties. I, the Owner(s), have received a copy of Express Limited Warranty Agreement, and acknowledge having read, understood, being in agreement with its terms.

Owner Date

Contractor Date

Owner Date

By _____
Signature Title