



Limited Warranty

for Renovation Construction Agreement
Exhibit "D"



This Limited Warranty is an exhibit to and part of the Construction Agreement for Residential Home Renovation ("Agreement") dated this _____ day of _____, 20____ between _____ ("Owner") and _____ ("Contractor") for construction on the property ("Property") described in the Agreement:

1. **COVERAGE AND DURATION.** _____ whose business address is _____, as warrantor ("Contractor"), warrants to the above-named Owner ("Owner"), for a period of one (1) year from the date of Substantial Completion ("Warranty Period"), as more specifically defined in the Construction Agreement between Owner and Contractor (the "Agreement"), that all repairs, renovations, or other remodeling undertaken by Contractor to the Project, except such repairs, renovations, or other remodeling specifically excluded below, substantially conform with the Construction Standards set forth in the Agreement.
2. **WARRANTOR'S RESPONSIBILITY.** Upon receiving notice during the Warranty Period, as required by Article 5 below, of any defect covered by this Limited Warranty, Contractor, at its sole option and expense, shall repair, replace, or pay reasonable sums in order to effect such repairs to conform with the Construction Standards set forth in the Agreement. This Limited Warranty does not cover minor cosmetic discrepancies which were not listed in the Project Orientation List.
3. **EXCLUSIONS.**
 - A. This Limited Warranty does not cover consumer products for the purpose of the Magnuson-Moss Warranty Act, 15 U.S.C. Sec. 2301 *et seq.* Contractor's sole obligation with respect to items not warranted by Contractor shall be to assign and deliver to the Owner all manufacturers' and suppliers' warranties that by their terms are assignable covering consumer products, including appliances, fixtures, finishes, and other equipment installed in and provided with the Project. Contractor is not in any way responsible for performance under any manufacturer's or supplier's warranties.
 - B. This Limited Warranty covers only items that have been repaired, renovated, or otherwise remodeled by Contractor pursuant to the Agreement between Owner and Contractor. This Limited Warranty does not cover repairs, renovations, or other remodeling work not undertaken by Contractor; defects resulting from improper maintenance, misuse, abuse, or failure of Owner to follow operating instructions; and defects or damage resulting from fires, floods, storms, the elements, electrical malfunctions, accidents, or acts of God.
 - C. Under no circumstances shall Contractor be liable by virtue of this Limited Warranty or otherwise for any secondary damages to a person or Project arising from the use or inability to use the Project because of a defect, whether such damages be incidental or consequential.
 - D. This Limited Warranty covers only construction activities on or within the residence. This Limited Warranty does not cover defects in swimming pools, recreational facilities, driveways, fences, landscaping, or other improvements which are not a part of the home.

4. OTHER RIGHTS. This Limited Warranty is in addition to any rights that the Owner may have under state, federal and local laws, including but not limited to rights under applicable governmental codes, regulations or ordinances.

If the current edition of the Residential Construction Performance Guidelines as published by the National Association of Home Builders (“Guidelines”) includes a standard for specific work or activities covered by this Limited Warranty that is more demanding than one in the Homeowner Handbook, the Guidelines standard shall apply.

5. WARRANTY PROCEDURES. If Owner discovers a defect during the Warranty Period that is covered by this Limited Warranty, Owner shall notify Contractor in writing within ten (10) days of discovery, describing in precise terms the nature of such defect. Upon receipt of the written statement, Contractor’s representatives will meet with Owner, inspect the item, and shall make efforts to have any defect covered by this Limited Warranty corrected within a reasonable period of time. If such discovery is made within ten (10) days prior to the expiration of the Warranty Period, Owner must, in addition, notify Contractor by phone within twenty-four (24) hours of such discovery at the address and number provided on page 1 of the Agreement.

NOTWITHSTANDING ANY OTHER PROVISION HEREOF, WARRANTOR SHALL HAVE NO LIABILITY HEREUNDER UNLESS OWNER COMPLIES WITH ALL APPLICABLE NOTICE REQUIREMENTS PROVIDED HEREIN. The notice must be given in the form required by the Agreement for notices and shall be given to the following address:

Street Address _____, City _____, Georgia, Zip Code: _____.

6. ARBITRATION. Any controversy or claim arising out of or relating to this Limited Warranty shall be subject to the arbitration provisions set forth in the Agreement.

7. STATUTORY ALTERNATIVE DISPUTE RESOLUTION:

(A) “Act:” For purposes of this paragraph, the term “Act” refers to O.C.G.A. §§ 8-2-35 through 8-2-43.

(B) “Construction Defect:” For purpose of the Act, the term “construction defect” shall mean: any matter concerning the design, construction, or repair of a dwelling, as that term is defined in O.C.G.A. § 8-2-36 (6), or an alteration of or repair or addition to an existing dwelling, or of an appurtenance to a dwelling on which a person has a complaint against Contractor or other “contractor,” as that term is defined in O.C.G.A. § 8-2-36 (5); and any physical damage to the dwelling or real property on which it is located that is caused by a construction defect. This definition does not change or expand: the responsibilities set forth in paragraph 2 of this Limited Warranty; or limit the exclusions set forth in paragraph 3 of this Limited Warranty. The term “construction defect” is incorporated into this Agreement to make it clear that any “action,” as that term is defined in O.C.G.A. § 8-2-36 (1), whether based on breach of contract, breach of warranty, negligence, fraud or other statutory or common-law grounds, that alleges a “construction defect” is subject to the Act.

(C) Interaction of Act and Limited Warranty: The parties agree that, notwithstanding compliance with the Act, before Owner files an action alleging a breach of this Limited Warranty, Owner must have complied with the requirements of this Limited Warranty.

(D) Except as permitted by O.C.G.A. § 8-2-38 (o), if Owner files an “action,” as that term is defined in O.C.G.A. § 8-2-36 (1), without first complying with the requirements of the Act, Owner shall be liable for the reasonable attorney’s fees and expenses incurred by Contractor in obtaining a stay of that action.

8. LIMITATION OF WARRANTY. This Limited Warranty is extended to Owner only and is not transferable to subsequent owners of the property.

9. DISCLAIMER. The Contractor reserves the right, at his/her discretion, to exceed the warranty guidelines if common sense or individual circumstances make that appropriate, without being obligated to exceed all guidelines to a similar degree or for other homeowners whose circumstances are different.

Owner's Signature

Date

Owner's Signature

Date

Contractor's Signature
(Use full legal name)

Date

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