

# Home Warranty Agreement

Urban Arc Properties

Agreement Date: [Insert Date]

Property Address: [Insert Property Address]

Buyer/Homeowner: [Insert Buyer/Homeowner Name]

Builder: Urban Arc Properties

## 1. Warranty Coverage

Urban Arc Properties ("Builder") warrants the new home located at the Property Address (\_\_\_\_\_) against defects in materials and workmanship under the following terms and conditions:

### 1.1 One-Year Coverage

- Coverage Duration: 1 year from the Agreement Date.
- Coverage Scope: Workmanship and materials related to the construction of the home, including but not limited to walls, floors, ceilings, and roofing.

### 1.2 Two-Year Coverage

- Coverage Duration: 2 years from the Agreement Date.
- Coverage Scope: Major systems, including plumbing, electrical, heating, cooling, and ventilation systems.

### 1.3 Ten-Year Structural Coverage

- Coverage Duration: 10 years from the Agreement Date.
- Coverage Scope: Major structural components, including foundation, load-bearing walls, beams, columns, and floor framing.

## 2. Warranty Exclusions

This warranty does not cover the following:

- Damage caused by natural disasters, including but not limited to earthquakes, floods, hurricanes, and tornadoes.
- Damage resulting from misuse, abuse, neglect, or failure to maintain the property.
- Cosmetic items such as paint, wallpaper, and minor cracks in walls or floors that do not affect structural integrity.
- Damage caused by alterations or modifications made by the homeowner or any third party without prior written consent from the Builder.
- Items covered under manufacturer warranties (e.g., appliances).

## 3. Homeowner Responsibilities

The Homeowner is responsible for:

- Regular maintenance of the Home as per the maintenance guidelines provided by the Builder.
- Notifying the Builder in writing of any defects covered under this warranty within the specified warranty periods.
- Providing the Builder or its representatives access to the property to inspect, repair, or replace warranted items.

## 4. Warranty Claim Procedure

### 4.1 Notification

- The Homeowner must notify the Builder in writing of any defects within the warranty coverage periods.
- The notification must include a detailed description of the defect and any relevant supporting documentation or evidence.

### 4.2 Inspection

- Upon receiving a warranty claim, the Builder will schedule an inspection of the Home to assess the reported defect.
- The Builder will provide the Homeowner with a written response outlining the findings and proposed actions.

### 4.3 Repairs

- If the defect is covered under this warranty, the Builder will repair or replace the defective item at no cost to the Homeowner.
- Repairs will be completed within a reasonable timeframe, considering the nature and complexity of the defect.

## 5. Limitation of Liability

The Builder's liability under this warranty is limited to the repair or replacement of defective items as specified herein. The Builder is not liable for any incidental or consequential damages arising from defects covered under this warranty.

## 6. Dispute Resolution

In the event of a dispute regarding this warranty, the parties agree to first attempt to resolve the dispute through mediation. If mediation is unsuccessful, the dispute shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association.

## 7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state where the Property is located.

## 8. Entire Agreement

This Warranty Agreement constitutes the entire agreement between the Builder and the Homeowner with respect to the warranty of the Home and supersedes all prior or contemporaneous understandings, agreements, representations, and warranties, whether oral or written.

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## Signatures

Builder:

Urban Arc Properties

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**\*\*Homeowner:\*\***

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_