

WARRANTY AGREEMENT

The AGREEMENT, entered into by and between **Dream Structures, LLC** hereinafter referred to as SELLER and _____, hereinafter referred to as BUYER(S).

W-I-T-N-E-S-S-E-T-H

In consideration of SELLER providing to BUYER(S) a one-year structural warranty on the premises being purchased at _____, the parties agree as follows:

- 1) SELLER shall deliver to BUYER(S) a one-year structural warranty in accordance with Section 801 of the Housing ACT of 1954.
- 2) BUYER(S) acknowledge that they have inspected the premises and understand and agree that SELLER is giving no additional warranties, either expressed or implied.
- 3) BUYER(S) acknowledge that SELLER is giving no warranty on fixtures or equipment attached to the premises, i.e., dishwashers, garbage disposal, trash compactor, ranges, ovens, microwaves, water heaters, exhaust fans, heating and air conditioning systems, refrigerators, bbq grills, garage door openers, security systems, communications systems, irrigation systems, or washer/dryers. BUYER(S) acknowledge that they are limited to the manufacturer's warranties on such fixtures and equipment, other than installation. BUYER(S) acknowledge the SELLER is not responsible for damage caused by the above items to the property. As need arises for repair on such fixtures or equipment BUYER acknowledges that SELLER may cover labor of such items if **notified prior** to repair during the one-year term.*
- 4) BUYER(S) acknowledge that SELLER is giving no warranty on natural stone such as granite, marble, quartz, and quartzite whether installed on floors or as countertops.
- 5) BUYER(S) acknowledge that they have inspected the landscaping on the premises and accept the same as is. BUYER(S) understand SELLER makes no express or implied warranty as to the condition of life expectancy of such landscaping, including seed, sod, trees, flowers, shrubs, and bushes of any type or species. Erosion is not covered by warranty. Yard is graded, leveled, and drainage completed. BUYER(S) further acknowledge that there is no express or implied warranty given by the seller on the cosmetic condition of the premises such as cracked tile, painting, caulking, cracking concrete, etc. and release SELLER for liability on the same.
- 6) BUYER(S) acknowledge that they have inspected any fences and gates installed on property and accept the same as is. BUYER(S) further acknowledge that there is no express or implied warranty given by SELLER on such fences or gates.
- 7) The parties mutually agree that SELLER is giving no other warranty on the premises, either express or implied, other than the one-year structural warranty, and the BUYER(S) freely waive and release SELLER of any further liability or responsibility for the condition of the premises except as specifically covered by such one-year structural warranty.
- 8) BUYER(S) agrees to hold SELLER harmless against any and all claims relating to mold.
- 9) BUYER(S) are required to complete a "Pre-Closing Punch list" for the SELLER 5 days prior to closing. It is the BUYER(S) responsibility to ensure the punch list is finalized prior to closing. The SELLER will not be responsible for additional punch list items after the fact.

- 10) Purchaser claims must be delivered in writing to the BUILDER on or before the expiration of this Warranty. Claims delivered after the expiration of this Warranty shall be null and void. All claims must state the nature of the defect and be delivered to Builder's Attention, PO BOX 39 Lowell, AR 72745. Claims on other policies or warranties must be made directly to the manufacturer or make of the policy. **BUILDER HAS NO DUTY TO INVESTIGATE ANY CLAIM THAT APPEARS ON ITS FACE TO BE A CLAIM AGAINST ANOTHER WARRANTY OR POLICY.**
- 11) This Warranty is not transferable or assignable by the purchaser and is valid only so long as Purchaser resides in the Home as Purchaser's primary residence.
- 12) Please note your home Garage door key pad is pre-programmed. You will need to reprogram it to your personal 4 digit code (if applicable).
- 13) Please note it is the home owner's responsibility to clean and maintain dryer vent.
- 14) A contact list of suppliers and subcontractors will be supplied to Purchaser at time of closing. Claims for related items may be directed for the homeowner to make contact directly to the appropriate supplier or subcontractor for repair during the warranty period.
- 15) Repairs to the wood floor surface will be warranted for 30 days for material and labor. Repairs to the subsurface of the wood floor will be warranted for one year for material and labor
- 16) *Calls for electrical items including outlets and light switches will be warranted for both labor and materials for the first 30 days. Calls for electrical items will incur a service fee from day 30 through the first year of the warranty. The material cost of the item will be covered for one year from the date of purchase. Electrical breakers are covered for parts and labor for one year. This warranty does not cover power surges.
- 17) This warranty does not cover problems from Purchaser's reasonable negligence or Acts of God including but not limited to electrical strikes, hail, high winds, or tornadoes.
- 18) Home owners may incur a service fee if they contact a sub contractor and either the item is not covered by a warranty or no warranty work is performed because there isn't a problem.
- 19) Garbage disposals are not covered by the warranty. We can help, but there will be a service charge for this item.
- 20) Warranty calls to be during normal business hours (M-F 8:00-5:00).
- 21) This warranty covers the property for the primary homeowners for one year from the date of close. If the property is purchased as an investment, there may be a service fee to fix an item due to a lessee's reasonable negligence. This warranty is not transferable from the original owner.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day
of _____ 20__

BUYER _____

BUYER _____

Irrigation Acknowledgment

Dream Structures Residential does not warrant the irrigation system. Contact information for warranty issues for the irrigation system will be through Action Pest & Turf. Parts are covered for one year from the sale of the property and Action Pest & Turf to be contacted for warranty related items. Action Pest & Turf will not perform warranty work on the irrigation system because of third party breakage or owner related issues. This includes damage done by AT&T, Cox Cable, lawn maintenance (mowers damaging the sprinkler heads), planting trees or plants, landscaping the yard, or home owner's reasonable negligence. Action Pest & Turf will perform work on at an agreed upon price to fix these items that are not covered by warranty.

In order to keep the irrigation system under warranty for parts, the system will need to be winterized before the first freeze and serviced in the spring. Action Pest & Turf will perform both of these services. Using another person to perform the winterization or service in the spring will void the warranty on the parts and neither Action Pest & Turf nor Dream Structures Residential will be held responsible for replacing the items. The winterization will include preparing the system for cold weather. The service in the spring will include adjusting the sprinkler heads and getting the system in good working order. There will be a fee for both of these.

Contact Action Pest & Turf at 479 750-7378

Home owner's signature _____ Date _____

Home owner's signature _____ Date _____