

**CONTRACTOR’S RESIDENTIAL LIMITED WARRANTY**

This Contractor’s Residential Limited Warranty (“Warranty”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between **RAMSEY & WALKER, L.L.C.**, a Florida Limited Liability Company and a licensed general contractor (hereinafter collectively referred to as the “Contractor”) and \_\_\_\_\_ hereinafter referred to as “Owner.”

**RECITALS**

- A. The Contractor is a Florida licensed general contractor who constructed a residential structure located at \_\_\_\_\_ (the “Property”).
- B. Owner is purchasing the Property from Contractor.
- C. Owner and Contractor hereby acknowledge that the Warranty Start Date commences on the date of Closing (“Warranty Start Date”).

NOW, THEREFORE, in consideration of the promises and the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**WARRANTY COVERS:**  
**WORKMANSHIP & MATERIALS ONE (1) YEAR**  
**ELECTRICAL, PLUMBING & MECHANICAL SYSTEMS TWO (2) YEARS**  
**STRUCTURAL TEN (10) YEARS**

**WARRANTY COVERAGE**

**A. Workmanship and Materials.** Commencing on the Warranty Start Date, Contractor warrants the Property will be free from defects in workmanship and materials as such defects are defined in the Construction Performance Standards set forth in Bonded Builders Warranty Group (“BBWG”) Express Limited Warranty Document that will be assigned to Owner upon Closing, and which is incorporated by reference. The Workmanship and Materials Warranty terminates one (1) year from the Warranty Start Date.

**B. Electrical, Plumbing and Mechanical Systems.** Commencing on the Warranty Start Date, Contractor warrants the Property will be free from defects in the electrical, plumbing and mechanical systems of the Property (referred herein collectively as “Systems”) as such defect is defined in the Construction Performance Standards as set forth in the BBWG Express Limited Warranty Document, including the wiring, piping and ductwork portions of the Systems. The Systems Warranty terminates two (2) years from the Warranty Start Date.

*Appliances, fixtures or pieces of equipment that are covered by a manufacturer's warranty ARE NOT covered by this Warranty. Defects in any of the systems resulting from failures in an appliance, fixture or piece of equipment covered by a manufacturer's warranty ARE NOT covered by this Warranty.*

**C. EXPRESS LIMITED MAJOR STRUCTURAL DEFECT COVERAGE.** Commencing on the Warranty Start Date, BBWG warrants that your Property will be free from Major Structural

Owners’ Initials \_\_\_\_\_  
Contractor’s Initials \_\_\_\_\_

Defects as such defects are defined in the Warranty Document. The Major Structural Defects warranty terminates (10) years from the Warranty Start Date. A Major Structural Defect is:

1. Actual physical damage;
2. To the designated load-bearing portions of a Home;
3. Caused by failure of such load-bearing portions that affects their load-bearing functions; and
4. To the extent that the Home becomes unsafe, unsanitary, or otherwise unlivable.

All four portions of the definition must be met to qualify the Property for Major Structural Defect Warranty coverage.

The load bearing portions of the Home are the framing members and other structural elements that transfer the load to the supporting ground. The covered load bearing portions of the Home are:

1. Load bearing foundation systems, piling, piers, stemwalls and footings;
2. Load bearing beams;
3. Load bearing girders;
4. Load bearing lintels;
5. Load bearing columns;
6. Load bearing walls and partitions;
7. Load bearing flooring sub systems; and
8. Load bearing roof framing systems, roof rafters and trusses.

**CONTRACTOR’S RIGHT-TO-CURE. CHAPTER 558 NOTICE OF CLAIM.** FLORIDA LAW, CHAPTER 558, *FLORIDA STATUTES* CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION OR FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST A CONTRACTOR, SUBCONTRACTOR, SUPPLIER, OR DESIGN PROFESSIONAL FOR AN ALLEGED CONSTRUCTION DEFECT IN YOUR HOME. SIXTY (60) DAYS BEFORE YOU FILE YOUR LAWSUIT, YOU MUST DELIVER TO THE CONTRACTOR, SUBCONTRACTORS, SUPPLIER, OR DESIGN PROFESSIONAL A WRITTEN NOTICE REFERRING TO CHAPTER 558 OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE YOUR CONTRACTOR AND ANY SUBCONTRACTORS, SUPPLIER, OR DESIGN PROFESSIONALS THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND MAKE AN OFFER TO REPAIR OR TO PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE CONTRACTOR OR ANY SUBCONTRACTORS, SUPPLIER, OR DESIGN PROFESSIONALS. THESE ARE STRICT DEADLINES AND PROCEDURES UNDER FLORIDA LAW. Owner must comply with Chapter 558, *Florida Statutes*.

**OWNER ACKNOWLEDGEMENT**

I/We acknowledge having the opportunity, either at the time of the execution of this document, at the time of contract with my/our Contractor, and/or during the construction of the home, to review the terms and conditions of the BBWG Express Limited Warranty Document. If, for any reason, I/we have not received or have not had an opportunity to review a copy of the Warranty Document, I/we must obtain a copy of it by requesting the Warranty Document in writing from BBWG. Should I/we choose not to obtain a copy of same from BBWG, or choose not to review the Warranty Document at the times listed above, I/we hereby waive the right to later assert any inapplicability of the terms and conditions of the Warranty Document.

I/We also acknowledge that, if my/our Property is enrolled in the BBWG Program that I/we hereby accept the terms and conditions contained therein in their entirety including but not limited to the alternative dispute resolution processes, including but not limited to binding arbitration, contained therein. By accepting this Warranty, I/we are agreeing to waive my/our right to a trial by either judge or jury in a court of law. I/We further agree that any claims to be filed under the Warranty Document will not be filed as a class action lawsuit or be subject to any class action litigation. I/we acknowledge that class action treatment of a claim under the Warranty Document is strictly prohibited.

I/We understand that if and when the Warranty is issued, it is an Express Limited Warranty, not an insurance policy and any and all claims, whether contractual or otherwise, are controlled by the express terms, conditions and exclusions contained in the Warranty Document. Certain items and events are not covered by this Warranty. Refer to the section titled "Exclusions" in the Warranty Document.

**IN WITNESS WHEREOF**, the parties hereto acknowledge that each has carefully read this Agreement and executed the original thereof as of the day and year first above written.

\_\_\_\_\_  
OWNER  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
OWNER  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
**RAMSEY & WALKER, L.L.C.**  
By: Brett Ramsey  
Its: Managing Member