

Curt Moran Builders, Inc Limited Warranty

Warrantor

This is a limited new home warranty issued by Curt Moran Builders, Inc (“Builder”).

Beneficiary of Limited Warranty

This limited warranty is extended exclusively to the original purchaser of a new home,
built for: Chris and Megan LaDuke

Located at: 8012 Warner St, Allendale

This limited warranty is not transferable to a later owner or title holder.

Warranty

- Builder warrants that for one year, beginning the date after the issuance of the Occupancy Permit, that the Purchaser first moves any personal property into the home, the home will be free from defects due to noncompliance with the building standards listed by the Home & Building Association of Greater Grand Rapids.
- Builder warrants that for two years, beginning the date after the issuance of the Occupancy Permit, that the Purchaser first moves any personal property into the home, the home will be free from major structural defects due to noncompliance with the building standards listed by the Home & Building Association of Greater Grand Rapids.

Scope of Warranty

- This Limited Warranty covers only defects from work performed and materials installed by Builder or its subcontractors and does not cover defects in work performed and materials installed or completed by the Purchaser or by any subcontractor directed by the Purchaser.
- This Limited Warranty covers defects in the home itself and excludes any improvement not a part of the home itself, such as landscaping, outbuilding(s), pool(s), spa(s), retaining walls, etc.
- This Limited Warranty is the exclusive warranty that is applicable to the home.

Within the first 30 days of occupancy, the Builder will supply a painting subcontractor for touch ups. (Equivalent to one hour of work)

Near the one year anniversary of occupancy, the Purchaser can submit a punch list of items/defects to be addressed by the Builder.

Remedy

- If a defect occurs during the term of this Limited Warranty and is promptly reported to Builder, Builder will repair, replace, or pay you the reasonable cost of defective item. The previous sentence is the Builders only obligation. The choice among repair, replacement, or payment is the Builders alone. Payment for incidental or consequential damages or full or partial loss of use of the home is not part of the remedy under this Limited Warranty. Purchaser agrees that Purchasers and Builders exclusive venue for any claim under this Limited Warranty is mediation and/or arbitration by the Home & Building Association of Great Grand Rapids. If a mediation or arbitration is conducted, Purchaser and Builder will each pay ½ of the fee charged by the mediator or arbitrator. All other expenses (including attorneys fees, expert witness fees, and other costs) will be paid by the party that incurs the expense, and one party will not be required to pay the expenses the other party incurs.

Exclusions

The following are excluded from the scope of this Limited Warranty:

- Any defect which is caused or made worse by:
 - Negligence or improper maintenance by the Purchaser
 - Changes of grade around the home by Purchaser or his contractors
 - Dampness or condensation due to the Purchaser not maintaining adequate ventilation or dehumidification in the Home
 - Failure of Purchaser to notify Builder promptly upon discovery of defect.
- Conditions resulting from normal wear and tear, alterations or additions by Purchaser or defects caused by any actions of the Purchaser.
- Any defects due to an outside force such as accidents, explosions, floods, windstorms, or change in the level of the underground water table.
- Any defects due to insect or pest damage.
- Any damage caused by a power outage or power surge, including but not limited to failure of the Purchaser to have a surge protector/battery backup to a sump pump.
- Any equipment, appliance, or item for which the manufacturer provides a warranty. Claims under any such warranty must be made directly with the manufacturer. Builder is not responsible for installation of the replacement item from the manufacturer.
- Any drywall fixes requested, nail pops, ceiling cracks, will be repaired with the one year punch list, but painting is the Purchaser's responsibility.

Major mechanical issues should be reported directly to the company that installed it:

Furnace:	Koetje Heating & Cooling	616-669-6790
Plumbing:	All Star Plumbing	616-738-2710
Electrical:	In Line Electric	616-931-0845

For warranty service or to submit your 30 day touch up or 1 year punch list, please contact Kris Moran at 616-862-7070 or email curtmoran@gmail.com.

_____	_____	_____
Purchaser	Date	Curt Moran Builders, Inc

_____	_____
Purchaser	Date