



## LIMITED FIVE-YEAR WARRANTY AGREEMENT

Foster Remodeling Solutions, Inc. (FRS), whose address is 7211-H Telegraph Square Drive, Lorton, Virginia 22079, extends this limited warranty agreement to:

**Mr. and Mrs. FRS Customer**

Owner(s) of the property at the address:

**1234 Remodel Lane  
Fairfax, VA 12345**

Effective Date: Final Inspection Date

### **1. What Is Covered by the Warranty**

FRS warrants that all construction related to the renovation substantially conforms to the plans, contract specifications, change orders issued for this job and Residential Construction Performance Guidelines, 3rd Edition-Contractor's Reference by NAHB Remodelers Council & Business Management. FRS warrants all its' work against latent defects in material or workmanship for five (5) years from the date of the final inspection by local authority or use of the renovated space by the owner, whichever is first. FRS will, at its election, repair or replace any such defects within the standards of construction relevant in Virginia. A latent defect is defined as one that was not apparent or ascertainable at the time of occupancy. The owner agrees to accept a reasonable match in any repair or replacement in the event the original item is no longer available.

### **2. What Is Not Covered**

This limited warranty does not cover the following items:

- ◆ Damage resulting from fires, floods, storms, electrical malfunctions, or acts of God.
- ◆ Damage resulting from alterations, misuse, abuse or neglect of the items by anyone other than FRS or its' agents.
- ◆ Damage resulting from the owner's failure to observe any operating instructions.
- ◆ Damage resulting from a malfunction of equipment or lines of any Utility

Companies supplying service to the residence.

- ◆ Any items enumerated below as non-warrantable conditions (Section A below)
- ◆ Any item furnished or installed by the owner or his agents.
- ◆ Any appliance, equipment or other item installed or included in the owner's property that is a consumer product for the purposes of the Magnuson-Moss Warranty Act, 15 U.S.C. Sec. 2301 et seq. or is covered by a manufacturers warranty (Section B below).

### **A. Non-warrantable conditions:**

The owner understands that remodeling, like other products made by humans, is not perfect. Minor flaws and unforeseeable defects are inevitable and require some adjustments and touching up. All minor defects, omissions or malfunctions, must be reported by the owner upon inspection of the renovated space for punch list.

Some conditions, including but not limited to, those listed in this statement of non-warrantable conditions, are not covered under this warranty. These guidelines are to alert the owner to certain types of maintenance (a) that are the responsibility of the owner and (b) that could lead to problems if neglected.

The owner should be sure to understand this list. ***Any questions should be asked of FRS or one's own attorney before signing the acknowledgment at the end.***

#### **a. Concrete**

Concrete foundations, steps, walks and patios can develop cracks that do not affect the structural integrity of the building. These cracks are caused by characteristics of the concrete itself. No reasonable method of eliminating these cracks exists. This condition does not necessarily affect the strength of the building.

#### **b. Masonry and Mortar**

Masonry and mortar can develop cracks from shrinkage of either the mortar or the brick. This condition is normal and is not considered a defect. Most bricks may

discolor because of the elements, rain runoff, weathering or bleaching. Efflorescence, the formation of salts on the surface, may occur because of the passage of moisture through the wall. This is a common occurrence, and the owner can clean these areas as it occurs

### **c. Wood**

Wood will sometimes check or crack or the fibers will spread apart due to drying. This type of damage is most often caused by heat or exposure to the sun. This condition is considered normal and the homeowner is responsible for any maintenance or repairs resulting from it.

### **d. Sheetrock and Drywall**

Sheetrock or drywall will sometimes develop nail pops or settlement cracks. The homeowner can easily handle these items with spackling during normal redecorating. It is recommended that one year pass before repairs are made to allow for a full weather cycle. Any painting required after repairs is the responsibility FRS only if painting and paint preparation were included in the original contract or a change order.

### **e. Floors**

Floors are not warranted for damage caused by neglect or the incidents of use. Wood, tile and carpet all require maintenance. Floor casters are recommended to prevent scratching or chipping of wood or tile. Carpet has a tendency to loosen in damp weather and will stretch tight again during dryer weather.

### **f. Caulk and Grout**

Exterior and interior caulks and grouts, particularly exposed to sun or in bathtubs, shower stalls and ceramic tile surfaces, may crack, bleed, fade or otherwise change color over time. These conditions are normal and should not be considered a problem. Any maintenance or repairs resulting from them are the homeowner's responsibility.

Cleaning products containing chlorine or ammonia (e.g. Softscrub, Tilex, etc.) will deteriorate latex-based caulks and grouts. Damage caused by the use of such products will void the warranty for these items.

### **g. Broken Glass**

Any broken glass or mirrors that are not noted by the owner on the owner's punch list form are the responsibility of the owner.

### **h. Frozen Pipes**

The owner must take precautions to prevent freezing of pipes and spigots during cold weather, such as removing outside hoses from spigots and leaving faucets with a slight drip if the house is left for an extended period of time during cold weather. Always close interior shut offs to exterior spigots if so equipped.

### **i. Paint and Stains**

Paint can sometimes crack or check. The source of this defect is most often something under the paint. Owner should also not scrub latex painted walls and should be careful of newly painted walls when moving furniture. Even the best paint will stain or chip if it is not cared for properly. Any defects in painting that are not noted at the final inspection are the owner's responsibility.

All items that are stained will normally have variations in color due to the differing textures and density of the woods. Because of weather changes, doors that have panels will sometimes dry and leave a small space of bare wood, which the homeowner can easily touch up. These conditions are not considered defects.

### **j. Cosmetic Items**

The owner has not contracted FRS to cover ordinary wear and tear or other occurrences subsequent to construction that affect the condition of features in the home. Chips, scratches, or mars in tile, woodwork, walls, porcelain, brick, mirrors, plumbing fixtures, marble and Formica tops, lighting fixtures, kitchen and other appliances, doors, windows, paneling, siding, screens, carpet, vinyl floors, cabinets, and the like that are not recognized and noted by the owner at the final inspection are non-warrantable conditions, and the upkeep of any cosmetic aspect of the house is the owner's responsibility.

### **k. Plumbing**

Dripping faucets, toilet adjustments and toilet seats are covered by the FRS warranty

for a 1-year period. After that, they are the owner's responsibility. If the plumbing is stopped up during the warranty period and the person servicing the plumbing finds foreign materials in the line, the owner will be billed for the call.

### **I. Alterations to Grading**

The owner's lot has been graded to ensure proper drainage away from the home. Should the owner want to change the drainage pattern because of landscaping, installation of patio, or walkways, the owner should be sure to retain proper drainage slope. FRS assumes no responsibility for the grading or subsequent flooding or stagnant pool formation if the established pattern is altered.

### **m. Lawns and Shrubs**

FRS accepts no responsibility for the growth of grass or shrubs. Once FRS grades, seeds or sods the yard, if included in the contract, the owner must water the plants and the grass the proper amount and plant ground cover where necessary in order to prevent erosion. FRS will not re-grade yard or remove/replace any shrubs or trees, with the exception of those noted as diseased at the final inspection.

### **n. Roof**

During the first 5 years, the warranty on roof related work is for workmanship and materials. After that, the warranty on the roof is for material only, and is prorated over the period of the lifetime use of the roof. Warranty claims for defects in materials will be handled with the manufacturer with FRS's assistance. FRS will not be responsible for any damages caused by walking on the roof or by installing an antenna or other item on the roof.

### **o. Heating and Air Conditioning**

The owner's source of heating and AC is covered by a manufacturers' warranty. The buyer is responsible for making sure that the filters are kept clean and changed on a 30-day basis and having the equipment checked yearly. Failure to do so may void the warranty.

**B. Consumer Products:** FRS does not directly warrant consumer products as

defined by the Magnuson-Moss Warranty Act or any other item covered by a manufacturers warranty. These items are warranted, if at all, only by the manufacturer to the Owner. FRS has made any such warranty documents available to the owner for the owner's inspection and the owner hereby acknowledges receipt of copies of any warranties requested.

FRS hereby assigns, to the extent that they are assignable and conveys to the owner all warranties provided to the remodeler on any manufactured items that have been installed or included in the owner's property. The owner accepts this assignment and acknowledges that the remodeler's only responsibility relating to such items is to lend assistance to the owner in settling any claim resulting from the installation of these products. FRS disclaims any responsibility for any item that is subject to manufacturers recall. Any expense of any type related to recalls is the sole responsibility of the manufacturer and the owner.

The following are consumer items as defined in the Magnuson-Moss Warranty Act:

### **Appliances**

Clothes washer and dryer, dishwasher, refrigerator, freezer, garbage disposal, ice maker, food processor, microwave, oven, range, stove or cook-top, trash compactor.

### **Heating and Ventilation Equipment**

Air-conditioning, boiler, electronic air cleaner, exhaust fan, furnace, heat pump, humidifier, space heater, thermostat.

### **Mechanical and/or Electrical Equipment**

Burglar alarm, central vacuum system, chimes, electric meter, fire alarm, fire extinguisher, garage door opener, gas meter, gas or electric barb.

### **Plumbing Fixtures**

Garbage disposal, sump pump, water heater, water softener, whirlpool bath

## **3. Remedies and Limitations**

The owner understands that the sole remedies under this limited warranty agreement are repair and replacement as set forth above.



## LIMITED FIVE-YEAR WARRANTY AGREEMENT

With respect to any claim whatsoever asserted by the owner against FRS, the owner understands that the owner will have no right to recover or request compensation for and FRS shall not be liable for any of the following items:

- a. Incidental, consequential, secondary or punitive damages;
- b. Damages for aggravation, mental anguish, emotional distress, or pain and suffering; or
- c. Attorney's fees or costs.

These limitations shall be enforceable to the extent permitted by law. Some states do not allow the exclusion or limitation of implied warranties, so the limitations or exclusions listed above may not apply.

The owner acknowledges acceptance of and agrees to these limitations on the warranty offered by the remodeler in consideration for this limited warranty and the other provisions of the construction contract.

Notwithstanding the provisions of this warranty, if any liability arises on the part of the FRS or its' agents, FRS will pay the amount of actual provable damages arising from such liability. This amount, fixed as liquidated damages and not as a penalty, shall be the remodeler's complete and exclusive amount of liability. The provisions of this paragraph apply if loss or damage results directly or indirectly to persons or property from the performance or failure to perform obligations imposed by the construction contract or from negligence, active or otherwise, of the remodeler, the remodeler's agents or employees.

The owner (a) understands that this provision limits the damages for which the remodeler will be liable and (b) acknowledges acceptance of this liquidated damages provision in consideration for the limited warranties provided by the remodeler and the other provisions of the construction contract.

This warranty is the personal property of the Owner does not run with the property, the house or the items contained in the house. The original owner may not assign, transfer or convey this warranty without the prior written consent of the FRS.

#### 4. How to Obtain Service

If a potential claim arises during the warranty period, the owner should notify FRS of the specific problem immediately. Notification is preferably to be in writing on a Warranty Request Form available on our web site: [www.FosterRemodeling.com](http://www.FosterRemodeling.com). Notification can also be given via telephone at 703 550-1371 in emergency.

FRS will diligently perform its' obligations under this warranty within a reasonable time of receipt of the complaint. Repair work will be done during FRS's normal working hours except when delay will cause additional damage. The owner agrees to provide the FRS reasonable access to the house and to have a responsible adult present to approve the repair and sign a work order ticket upon completion.

**I acknowledge having read, understood, and received a copy of the Foster Remodeling Solutions, Inc. Five-Year Limited Warranty agreement. By signing below, I agree to be bound by all of its terms.**

Owner \_\_\_\_\_ Date \_\_\_\_\_

Owner \_\_\_\_\_ Date \_\_\_\_\_

FRS \_\_\_\_\_ Date \_\_\_\_\_

{President}