

Limited Warranty

This Limited Warranty is an exhibit to and part of the New Home Purchase and Sale Agreement ("Agreement") dated this _____ day of _____, 20__ between _____ ("Buyer") and _____ ("Seller") for the purchase of the property ("Property") described in the Agreement:

1. **LIMITED WARRANTY.** The Seller agrees that, for the term of this Limited Warranty, it will comply with the "builder" responsibilities as set forth in the Greater Atlanta Home Builders Association's Homeowner Handbook, current edition ("Handbook") subject to the terms and conditions of this Limited Warranty and the Handbook. The Handbook shall be deemed part of this Limited Warranty.
2. **TERM.** The term of this Limited Warranty ("Warranty Term") shall be one (1) year commencing on the date of closing of the purchase of the Property by the Buyer or the date of occupancy, whichever occurs first, except for items in the Handbook that are only warranted to meet a standard on the date of closing. This Limited Warranty shall become effective from and after the closing.
3. **NOTICE TO SELLER.** In the event of the occurrence of a problem as to which the Seller has responsibility in the Handbook, the Buyer must provide written notice of such problem to the Seller. The notice must be given in the manner required by the Agreement for notices and shall be given to the following address:

The notice must specify the problem in detail and must be given to the Seller within the Warranty Term. The Seller shall not be responsible for problems as to which a required, timely notice has not been given. The Buyer shall permit the Seller or its agents, employers or contractors reasonable access to the Property during normal business hours (Monday - Friday, 9:00 a.m. - 5:00 p.m.) to inspect or perform work required under this Limited Warranty.
4. **EXCLUSIONS.** Excluded from this Limited Warranty are the following:
 - a. Any items for which the Seller is not responsible as builder under the Handbook;
 - b. Bodily or personal injury of any kind;
 - c. Mental and emotional pain and suffering;
 - d. Loss of damage to personal property;
 - e. Loss or damage resulting from the Buyer's failure to comply with his obligations in the Handbook or otherwise resulting from the Buyer's improper maintenance or improper operation;
 - f. Loss or damage resulting from the Buyer's failure to provide prompt notice to the Seller of a problem for which the Seller has responsibility in the Handbook;
 - g. Any defect, damage, or loss resulting from actions or inactions of persons other than the Seller, such as independent contractors retained by the Buyer;
 - h. Consequential or incidental damages of any kind or nature;
 - i. Attorney's fees, expert's fees, and expenses of the Purchaser;
 - j. Loss or damage caused by external forces, such as acts of God, windstorm, fire, explosion, smoke, water, hail, lightning, falling trees, flood, earthquakes, radon or other gases, pollution, toxic substances, civil disturbance, changes in the level of the underground water table which are not reasonably foreseeable at the time of construction, or criminal acts of a third party;
 - k. Any loss, damage, defect, cost or expense which is caused by an occurrence for which compensation is provided by state legislation, or which is covered by insurance of the Buyer;
 - l. Any loss or damage by insects or vermin;
 - m. Any loss or damage arising while the Property is being used primarily for nonresidential purposes or from the Property being used for nonresidential purposes;

- n. Costs of shelter, transportation, food, moving, storage, or other incidental expenses related to relocation during repair, or any other cost or damages relating to loss of use, inconvenience, or annoyance;
- o. Normal wear and tear, normal deterioration, or normal changes that are the result of characteristics common to the materials used;
- p. Loss or damage resulting from the Purchaser's failure to comply with warranty requirements of manufacturer's;
- q. Any appliances, piece of equipment, or other item that is a consumer product for the purpose of the Magnuson-Mass Warranty Act, 15 U.S.C. § 2301, *et. seq.* installed or included in the Property, including but not limited to any heating and air conditioning equipment, heat pump, electric air cleaner, exhaust fan, thermostat, space heater, furnace, air conditioning system, humidifier, whirl pool bath, garbage disposal, water heater, water softener, sump pump, refrigerator, freezer, trash compactor, range, oven, kitchen center, dishwasher, oven hood, clothes washer, clothes dryer, ice maker, central vacuum system, smoke detector, fire alarm, fire extinguisher, garage door opener, chime, water pump, intercom, burglar alarm, electric meter, gas meter, or electric barbecue grill;
- r. Defects in swimming pools and other recreational facilities;
- s. Defects in landscaping, including sodding, seeding, shrubs, trees, plants, and fences;
- t. Loss or damage of any item from defect in workmanship or materials, including without limitation, any cracks, chips, dents, stains, or marks, except to the extent such items are expressly covered by the Handbook;
- u. Exterior hardware; and
- v. Loss or damage resulting from abnormal loading on floors by the Buyer which exceed design loads as mandated by applicable building codes.
- w. Damage, including but not limited to fading and ghosting of paint or other surfaces, resulting from the use of candles.

The obligations of the Seller under the Handbook shall not be expanded by the absence of an exclusion addressing a particular matter.

5. EXCLUSIVE WARRANTY AND REMEDY. This Limited Warranty is given by the Seller and accepted by the Purchaser in lieu of all other warranties of any kind whatsoever, express or implied, including without limitation, warranties of habitability, merchantability, fitness, and workmanship relating to the Property, all of which other warranties are expressly excluded by the Seller. Except for any rights of the Buyer relating to completion of items of the New Home Orientation/Walk-Through, as expressly set forth in the Agreement, this Limited Warranty, is also given by the Seller and accepted by the Buyer in lieu of all other rights or remedies that the Buyer has or may have against the Seller relating to construction on the Property or the condition or circumstance existing on or in the vicinity of the Property, including but not limited to any rights based on negligent construction, code violations, breach of contract or breach of warranty (other than based on the terms of the Limited Warranty). In lieu of repairing any problem covered by the Limited Warranty, the Seller shall have the option of replacing such item or of paying reasonable sums to the Buyer with which to have such problem addressed by the Buyer or third party. Unless a problem constitutes an emergency or additional material damage would result from delay in addressing such problem, the Seller has the option of waiting to address all or several problems at once or in groups.

6. MISCELLANEOUS. This Limited Warranty is part of the Agreement and incorporates its terms and provisions, (including without limitation those requiring mandatory binding arbitration), except to the extent they conflict with the terms of this Limited Warranty, in which event the terms of this Limited Warranty shall prevail. To the extent there are any conflicts between the Limited Warranty and the Handbook whether in substance, procedures, terminology or otherwise, the terms of the Limited Warranty shall prevail. The section of the Handbook entitled "Financing Your Dream Home" is provided for informational purposes and shall not impose any obligations on the Seller.

Buyer's Signature

Date

Buyer's Signature

Date

Seller's Signature
(Use full legal name)

Date

Print or Type Name

By: _____

Title: _____