

BUILDER'S WARRANTY AGREEMENT

NOT TRANSFERRABLE

THIS AGREEMENT, entered into this _____ day of _____, by and between C & C CONSTRUCTION, INC., a Missouri corporation, hereinafter called "BUILDER," and _____ hereinafter called "OWNER":

WITNESSETH: The parties hereby agree to the following warranty provisions:

1. PROPERTY: The provisions of this agreement apply to the homes located at _____ in the City of _____, _____ County, Missouri.

2. TERMS: The term of this agreement will commence on the _____ day of _____, and will expire at the end of Four (4) years after said date.

3. COVERED EQUIPMENT: The equipment on the above-described property covered by this agreement is shown on Exhibit "A" attached hereto and made a part hereof.

4. COVERAGE PROVISIONS: The following coverage provisions are applicable to the equipment covered as indicated on Exhibit "A" attached hereto, to-wit:

a) **Heating Equipment:** COVERED, limited to: Two central heating units, forced hot air gas, oil, electric and heat pumps, water or steam boilers (except that inaccessible radiant pipes are excluded). Where there is no central system BUILDER covers electric cable heat, wall and floor furnaces when they provide the sole source of heat, interior oil tanks. EXCLUDED, but not limited to: Humidifiers, electrostatic filtering systems, outdoor fuel storage tanks, solar systems, self-contained gas absorption heating and cooling units, coal and wood burning equipment, additional heating systems (unless an additional required fee of \$40.00 per unit is paid at closing and is received by BUILDER).

b) **Interior Plumbing Fixtures:** COVERED, limited to: Lavatories, fittings and faucets attached, including shower fittings and faucets and hot water dispensers. EXCLUDED, but not limited to: Shower enclosures including base pans and shower doors, bath and laundry tubs.

c) **Interior Plumbing Systems:** COVERED, limited to: Interior gas, waste, vent and water piping, permanently installed sump pumps. EXCLUDED, but not limited to: Septic Tank systems, ejector and jet pumps, water holding tanks, exterior drain tile, and all piping and plumbing outside the perimeter of the home's foundation, such as sewer and water laterals; wells, pressure tanks, lower pressure, color or purity of the water system; removal of stoppages from sewers, pipes and vents; pipes and connections associated with lawn sprinkling systems, storm sewer systems.

d) **Interior Electrical System:** COVERED, limited to: Interior electrical system, including doorbells, switches, receptacles, fuse boxes or circuit breaker panels and general wiring; attic, wall and exhaust fans, power ventilators. EXCLUDED, but not limited to: garage door openers; intercom or speaker systems, burglar and fire alarms, light fixtures, and ceiling fans, low voltage relay systems.

e) **Water heater:** COVERED, limited to: Two gas electric, or oil water heaters. EXCLUDED, but not limited to: Water holding tanks, solar water heaters, additional water heaters (unless additional fee of \$25.00 per unit is received by Company).

f) **Duct Work:** COVERED, limited to: Exposed ductwork. EXCLUDED, but not limited to: Inaccessible and/or concrete encased ducts.

g) **Air Conditioning:** COVERED, limited to: Two electric central air conditioning units or two wall air conditioning units, or a combination of one central and one wall unit, well pump exclusively serving an air conditioning unit. EXCLUDED, but not limited to: Gas air conditioning units, window air conditioning units and additional air conditioning units.

h) **Water Softener:** COVERED, limited to: One water softener. EXCLUDED, but not limited to: Cost of minerals and salts used in normal operation; water filters, deionizers, or any other water purification system; leased equipment.

I) **Appliances:** COVERED, limited to: Built-in appliances including one dishwasher, one disposal, oven, one range, timer, clock, meat probe and rotisserie (except those discontinued by manufacturers), one trash compactor, one microwave oven, central vacuum system, food center and range hood; one free-standing range; one kitchen refrigerator, one freezer and one clothes washer and one dryer, if included in purchase agreement and serial number or other positive means of identification is listed. EXCLUDED, but not limited to: Dishwasher tubs during the first 30 days of any coverage on the property; refrigerator ice makers, shelves and inner door liners, water and ice dispensers; portable appliances, food center attachments, central vacuum attachments and interior vacuum lines.

j) **Domestic Well Pump:** COVERED, limited to: Domestic well pump only. EXCLUDED, but not limited to: Well pumps used for purposes other than providing the sole source of water for domestic use, wells, water holding tanks, water potability, pressure tanks, plumbing and electrical lines leading to and from the well pump, drop pipe and cable, well casing.

The equipment indicated as "COVERED" is covered hereunder but the equipment indicated as "EXCLUDED" is not covered hereunder.

5. Additional Exclusions: The following items are excluded and not covered: the structure of the home, roofs, flashing, eaves and down spouts; chimneys and fireplaces; walls, ceilings, floors, doors

and windows (including shower stall doors and walls); foundations or slabs; water seepages due to outside flow; leased or shared equipment; energy conservation and energy management units, removal of asbestos, property used for purposes other than a private residence (e.g., commercial property); and any structures other than the main dwelling, insulation.

6. LIMITATIONS:

- a) BUILDER shall not be liable to repair or replace if the following causes failure:
 - 1) Inadequate electrical amperage, over-loading of the electrical system beyond its original design or power fluctuations.
 - 2) The alteration, modification, addition to or deletion from the home equipment.
 - 3) Improper service or maintenance by a party other than BUILDER, its agents or contractors.
 - 4) The addition to existing systems of loads in greater quantities or capacities than the original design.
 - 5) Negligence or use not intended by the manufacturer.
 - 6) Outside perils such as freezing, fire, wind, water, lightning, ice, snow, explosion, vandalism, accident or condition other than normal use of the system or any other cause that could be covered under what is commonly known as homeowner's insurance; sudden and accidental tearing asunder, cracking, burning or bulging of a steam or hot water heating system.
 - 7) Lack of capacity, adequacy, efficiency, design or improper installation of any system.
- b) BUILDER shall not be liable for delays in obtaining parts for items covered.
- c) BUILDER shall not be liable for expenses to open or close walls, floors and ceilings, including removing and replacing tile and gaining access to covered equipment.
- d) BUILDER shall not be liable for any secondary or consequential damages resulting from the failure of any covered or non-covered equipment.
- e) BUILDER shall not be liable for any condition known by OWNER to have existed prior to date of coverage.
- f) BUILDER shall not be liable for any existing code violations or upgrading of equipment required by law when repair or replacement is made.
- g) When the condition of cabinetry prohibits necessary repairs to working components of any covered item, BUILDER'S obligation shall be limited to cost of repair only.

h) BUILDER shall not be liable for replacement of equipment (including wiring and plumbing) required to qualify the property for government insured mortgages or to meet state or local laws.

i) BUILDER shall not be liable for any expenses unless notice of a defect is given to BUILDER prior to the expiration of this contract.

7. OBLIGATIONS OF BUILDER TO OWNER: BUILDER agrees, in the event of a mechanical failure of the covered equipment listed as covered, to repair or replace with items of similar service within a reasonable time. BUILDER has the sole option of determining whether the failure shall be corrected by repair or replacement, and the sole option to select the contractor. In the event an item is no longer available, replacement may be made with an item providing similar service. BUILDER shall not be responsible for matching color of fixtures or appliances. BUILDER shall have no liability to correct existing code violations. Where corrections are necessary as condition for service, OWNER shall be responsible, and BUILDER shall not be required to perform until such corrections are made. BUILDER or agent is not liable for any decorating, consequential, or secondary repairs or replacements made necessary by the providing of its services hereunder.

8. DEDUCTIBLE CHARGES: BUILDER shall pay all reasonable costs, according to the contract, for **EACH SERVICE CALL**, which exceeds a \$150.00 deductible amount. OWNER shall pay contractor sums up to the deductible amount and contractor will receive the balance from BUILDER. BUILDER if notified that OWNER has refused or failed to pay contractor any sums up to the deductible amount will honor no additional claim.

9. REIMBURSEMENT OF BUILDER: If the need for services is required by any of the causes not covered hereunder, OWNER shall reimburse to BUILDER expenses incurred by it in repairing the same. No additional claims will be honored until BUILDER receives such payment.

10. INSPECTION: BUILDER shall have the right to enter the premises to inspect the equipment upon first providing the OWNER reasonable notice of such intent.

11. CONDOMINIUMS: Where the premises covered by this contract is a condominium unit, BUILDER'S obligations are limited to the confines of the unit.

12. OWNER'S DUTIES: OWNER agrees to sign forms needed for BUILDER to provide service. If equipment is covered by any manufacturer's warranty, OWNER shall cooperate with and authorize BUILDER to act as agent in making claims. All sums shall be applied to expenses incurred by BUILDER.

13. REPAIR PROCEDURE: OWNER must notify BUILDER of any need for repairs and BUILDER has the sole option to select the contractor to make the repairs. Repair service will be initiated within forty-eight (48) hours after BUILDER receives notice from OWNER of need for repairs covered by this agreement. BUILDER will not pay for expenses incurred by OWNER without prior approval of BUILDER and OWNER will not make any commitment and expect reimbursement from BUILDER. In the event of furnace or heating system malfunction during periods of freezing temperatures, BUILDER will provide repair service immediately. BUILDER will not schedule repair work after normal business hours unless the problem is of an emergency nature. If repairs covered by this agreement are needed OWNER shall give notice of such to BUILDER by calling telephone number 573- 875-3900.

14. CANCELLATION: This contract is non-cancelable except as listed below. If canceled, BUILDER shall have no further obligation and no return of fee will be made:

- a) Upon the sale or other transfer of title.
- b) Abandonment.
- c) Breach of this agreement by OWNER,
- d) Nonpayment of contract fee.

15. DEFINITIONS: The following definitions apply to the provisions of this agreement:

- a) **Code Violation:** Systems outdated or not meeting federal, state, county, or municipal housing codes, ordinances or requirements. Such are not considered mechanical malfunctions.
- b) **Deductible:** That portion of charges that homeowner must pay Contractor per service call, which is \$150.00 per service call.
- c) **Inaccessible Duct Work or Radiant Heating Pipes:** Those, which are embedded in floors, walls, or ceilings.
- d) **Mechanical Failure:** Equipment made inoperative by breakdowns or failures caused by everyday use. Maintenance, cleaning and cosmetic appearance are not mechanical failures (e.g., cleaning an air conditioning coil is considered maintenance).
- e) **Known Preexisting Condition:** Conditions, failures or defects that were known to be present before the start of coverage by seller, buyer, agents, employees or tenants.
- f) **Service Call:** A contractor or repairman dispatched by BUILDER at the request of OWNER.

16. WAIVER: The waiver by BUILDER of any of its rights hereunder shall not constitute a future or continuing waiver of such rights.

17. ASSIGNMENT: The provisions of this agreement may not be assigned to any other person or persons by either party.

IN WITNESS WHEREOF, the undersigned have hereunto executed this agreement the day and year first above written.

BUILDER:

C & C CONSTRUCTION, INC.,

a Missouri Corporation

BY: _____

Authorized Representative

OWNER: _____

OWNER: _____