

HOME WARRANTY

CASCADE CONSTRUCTION of S.W. WA, INC.

Property Address: _____

CASCADE CONSTRUCTION of S.W. WA, INC., a Washington Corporation, warrants and represents the Home will be/has been constructed in a good and workmanlike manner. Cascade Construction of S.W. WA, Inc. warrants that all labor, materials and taxes will be paid for, and there will be no potential lien claimants upon the completion of the work and final payment by the Customer. All work will be performed in a commercially reasonable manner and will be performed to industry standards or better. The Contractor will promptly return to the project at the Contractor's sole expense and repair or replace, as necessary, any work which does not comply with the requirements of this Agreement. Workmanship, supplies, material, etc. provided by the Buyer are not warranted by the Contractor. The Contractor's warranty is for a period of twelve (12) months from the earlier date of possession, the customer taking actual occupancy, partial or total, or the customer moving or storing items or materials in the area or areas affected by construction. Any warranty claim of the Customer shall accrue only during this period. Any warranty claim must be written and sent by mail or fax to the Contractor during the warranty period or it is waived. Any warranty claim or any other cause of action arising under the terms of this warranty must be filed in a court of competent jurisdiction within four (4) months of the expiration of the warranty. Any unresolved, unasserted or undiscovered claim or cause of action, including any claim for indemnification, which is not filed within four (4) months from the expiration of this warranty is waived. Any claim asserted under this warranty or other terms of this Agreement is expressly limited to claim(s) made in writing and sent to the Contractor during the warranty period as specified above. Warranty work performed by the Contractor does not extend the warranty. The warranty is void if a person or firm other than this Contractor performs or re-performs any work within the scope of this Agreement. This warranty is not transferable. THIS WARRANTY IS GIVEN IN LIEU OF ANY EXPRESS OR IMPLIED WARRANTY OTHERWISE PROVIDED UNDER THE LAWS OF WASHINGTON, INCLUDING THE WARRANTIES OF FITNESS, MERCHANTABILITY OR HABITABILITY.

Manufactured or consumer products such as roofing materials, appliances, siding, hardware, windows, heating and mechanical systems, fixtures, etc. are not separately warranted by the Contractor. In the event that the Customer encounters a defect in a manufactured or supplied product, the Contractor shall assist the Customer in securing the repair or replacement of these products pursuant to the particular manufacturer's or distributor's warranty.

Drywall and poured concrete which can develop cracks due to its characteristic expansion, contraction and/or settling of the soil on which it is constructed, shall be warranted and repaired by the contractor only in the event the crack exceeds 1/4 inch in width. Surface irregularities in masonry, concrete or mortar cracks caused by normal expansion and contraction that do not substantially impair structural elements are not warranted. Discoloration and mortar cracks in masonry products due to the elements, rain runoff, weathering, leaching of salts, or bleaching are normal effects of weathering and shrinkage. Fireplace veneer and brick may crack if fires are not kept small during the dry-out period, which may extend through the first winter in the home.

Floors are either nailed, stapled, screwed or glued in a special manner to try to eliminate squeaking. The buyer should be aware that it is virtually impossible to "squeak-proof" a wood floored structure. Floor squeaks generally appear and disappear with changes in weather or temperature changes in the home.

Hardwood floors are beautiful but have drawbacks. One drawback of hardwood flooring is the possibility of warpage, cupping or shrinkage. A moisture variation of as little as 2% may warp or cup hardwood flooring. Contractor will be responsible for hardwood floors until occupancy. Buyer will assume responsibility for any warping or cupping not stated on the punch list. Specifically excluded from any warranty coverage is any hardwood flooring in the kitchen or bathroom(s). In using real wood, there will be variations in color, grain and texture.

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Contractor warrants that all construction shall conform to industry standards and applicable building codes and does not warrant against mold, which is inevitable in the Pacific Northwest.

Sheetrock or drywall may develop nail pops or settlement cracks. These nail pops or settlement cracks are a normal part of the settlement process. These items can be spackled during the normal redecorating by the buyer. However, upon request, at twelve (12) months the Contractor will return to do spackling.

Siding can change dimension with changes in weather conditions, swelling in humid weather and shrinking in dry. The siding may occasionally shrink to expose thin, unpainted siding below the butt of the siding. This condition is not a warranted item.

Wood will sometimes develop cosmetic cracks, checks, or "spread apart" because of the drying out process. This condition is most often cosmetic and caused by the heat inside of the house or exposure to the sun on the outside of the house. If this appears, it is the Customer's responsibility to do any desired cosmetic maintenance or repairs.

Stained items will normally have a variation of colors because of the different textures and species of the woods. Due to weather changes, doors that have panels will sometimes dry out and leave a small space of bare wood. These normal conditions are not considered defects.

Lots will be graded to insure proper drainage away from the home and the grading will be approved by the appropriate governmental authorities. Damage caused by improper landscaping, changing the grade of the yard, fencing, patios, or pools which alter the grading are not warranted by the Contractor.

THIS WARRANTY DOES NOT COVER LANDSCAPING, GRADING, AVALANCHES, MUDFLOWS, LANDSLIDES, EARTH MOVEMENT, INSTABILITY OF SOIL OR EARTH, OR FREEZING OF HOSE BIB OUTLETS.

DISPUTES AND REMEDY: If a dispute should arise between the parties, the parties shall promptly meet and attempt in good faith to resolve the dispute. Openness, calm and good faith are required of both parties. Any unsettled disputes between the parties shall be decided by a suit filed in an appropriate court of jurisdiction unless the parties mutually agree otherwise. If suit is filed in a Superior Court, the suit shall be decided according to the Mandatory Arbitration Rules (MAR) regardless of the amount in dispute. The MAR Arbitrator shall determine the validity and enforceability of a lien, if any and shall enter an award without limitation on the amounts otherwise stated in RCW Ch. 7.06 or the MAR Rules. The parties expressly waive their right to a trial de novo (appeal) and further expressly agree to accept the Arbitrator's decision as binding and final. In the event a dispute or lawsuit arises and one or both parties seek and receive the assistance of legal counsel, the prevailing party shall be paid its attorneys' fees and costs by the non-prevailing party. The provisions of CR 68 and RCW 4.84.250 et seq. shall not apply and neither party shall recover fees or costs pursuant to that court rule or statute.

YOU MAY FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST THE SELLER OR BUILDER OF YOUR HOME. FORTY-FIVE DAYS BEFORE YOU FILE YOUR LAWSUIT, YOU MUST DELIVER TO THE SELLER OR BUILDER A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE YOUR SELLER OR BUILDER THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE BUILDER OR SELLER. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE A LAWSUIT.

CASCADE CONSTRUCTION of S.W. WA, INC. adheres to RESIDENTIAL CONSTRUCTION PERFORMANCE GUIDELINES, see attached, as part of this warranty.

By signing this warranty agreement, buyer acknowledges that he/she has read and accepts these guidelines.

Purchaser _____ Date _____ Purchaser _____ Date _____