



# M&M HOME REMODELING SERVICES

## *Workmanship Limited Warranty*

**Identity of Warrantor:** M&M Home Remodeling Services

**To Whom Given:** This Limited Warranty is extended to you as the current owner of the House and not to a future owner of the House or to a tenant thereof. This Limited Warranty is non-transferable and obligations under it terminate if the House is resold or shall cease to be occupied by the Customer to whom it is originally issued.

**Coverage:** Beginning on the Warranty Commencement Date, the Contractor warrants that the Work will be free of latent defects due to faulty workmanship, except as limited and clarified herein, for the following Work and Periods, subject to all Exclusions:

WORK	WARRANTY PERIOD	EXCLUSIONS
Shingle Roofs	Lifetime	
Windows	Lifetime	5-year warranty on caulking which is a maintenance issue thereafter. Ecolite series window 5 year labor
Vinyl Siding	Lifetime	5-year warranty on caulking which is a maintenance issue thereafter
James Hardie Siding	Lifetime	5-year warranty on caulking which is a maintenance issue thereafter
Attic Insulation	Lifetime	
Residential Flat Roof	10 years	
Soffit & Fascia	10 years	Acts of God, including winds over 75 mph
Doors	10 years	Does not include wear and tear to sweeps, weather stripping, or caulking
Gutters	10 years	5-year warranty on joint sealer which becomes a routine maintenance thereafter
Storm Door/Window	2 years	Caulking, weather stripping

No representative of Contractor has the authority to expand the scope of or extend the duration of this Limited Warranty or to make agreements with respect hereto. There shall be no other agreements, either verbal or implied, which supersede this Limited Warranty.

“Faulty workmanship” is workmanship that is not in compliance with the applicable building codes regulating construction in the area. Inspection by the governmental jurisdiction will provide evidence of compliance. For purposes of this Limited Warranty, “latent defects” are limited to those defects which are not apparent at the time of Customer’s inspection, but which become apparent and of which Contractor is notified in writing within the applicable Warranty Period.

“Products” are the materials used by the Contractor in the Work. As to the Products used in the Work, all warranties are those of the manufacturer or supplier and are not from the Warrantor. Customer accepts all such warranties from the manufacturer or supplier and acknowledges that it has no rights or remedies against Warrantor with respect to the Products used in the Work.

**Warrantor’s Performance:** If a latent defect occurs in an item that is covered by this Limited Warranty, the Warrantor will repair, replace, or pay you the reasonable cost of repairing or replacing the defective item. The Warrantor’s total liability under this Limited Warranty shall not exceed the price of the Work. The choice among repair, replacement, or payment is the Warrantor’s. Steps taken by the Warrantor to correct defects shall not act to extend the terms of this Limited Warranty. Warrantor shall not be obligated to remedy any defects where otherwise required pursuant to this Limited Warranty unless and until Customer notifies Warrantor in writing of the defect and then only if such notification is made either sixty (60) calendar days subsequent to completion or thirty (30) calendar days prior to the expiration of the Warranty Period.

Contractor shall have the right to substitute products designated by Contractor to be equivalent quality, and minor color variations may exist between replacement product and originally installed product, and such shall not constitute a defect.

**Insurance:** In the event the Warrantor repairs or replaces, or pays the cost of repairing or replacing any defect covered by this Limited Warranty for which you are covered by insurance, upon request by the Warrantor, you shall assign the proceeds of such insurance to the Warrantor to the extent of the cost to the Warrantor of such repair or replacement.

**Exclusions:** The following are not covered by this Limited Warranty:

1. Ice build-up on roof. During prolonged cold spells, ice build-up is likely to occur at the eaves of a roof. This condition occurs when snow and ice accumulate, and gutters and downspouts freeze up. Prevention of ice build-up on the roof is the Customer's responsibility.
2. Any damage caused by condensation, which may occur during seasonal weather changes or improper humidity levels or improper ventilation.
3. Any damage caused by the Customer's improper use of a humidifier, which may occur during seasonal weather changes.
4. All personal property and fixtures which are consumer products (as that term may be defined under applicable federal, state and local laws, or their implementing regulations), are not covered by this Limited Warranty or any other warranty from the Warrantor. Such items are frequently covered by the manufacturer's specific warranty, and such warranties, if any, are assigned and delivered to Customer upon completion. Warrantor is not a warrantor under and does not adopt such manufacturer's or supplier's warranties. In the event of defects in such products, Customer should contact the manufacturer or supplier directly. Warrantor is not responsible for the performance of any manufacturer under such manufacturer's warranty.
5. Any bodily injury, any damage to personal property, or damage to real property which is not part of your House.
6. Any damage to the extent it is caused or made worse by:
  - A. Negligence, improper maintenance or improper operation by anyone other than the Warrantor or its employee, as agents or sub-contractors; or
  - B. Failure to give notice to the Warrantor of any defect within a reasonable time; or
  - C. Improper maintenance; or
  - D. The Products.
7. Any defects in, or caused by, materials or work supplied by anyone other than the Warrantor, or its employees, agents or sub-contractors.
8. Normal wear and tear or normal deterioration.
9. Accidental loss or damage from causes such as, but not limited to: fire, explosion, smoke, water escape, glass breakage, windstorm, hail, lightning, falling trees, aircraft, vehicles, flood and earthquake.
10. Minor color variations.
11. Any mold.

## II. HOW TO MAKE A LIMITED WARRANTY CLAIM

Submission of Claims to Warrantor. If you have a complaint, you must send a clear and specific complaint to the Warrantor on that item prior to the time the Warranty expires.

## III. MISCELLANEOUS

Notices. All notices to the Warrantor or to you must be sent by mail, postage prepaid, certified mail, return receipt requested to the recipient at the address shown for the recipient on page 1 or to whatever other address the recipient may designate in writing.

General Provisions. Should any provision of the Limited Warranty be deemed by a court of competent jurisdiction to be unenforceable, that determination will not affect the enforceability of the remaining provisions. This Limited Warranty is to be binding upon the parties, their heirs, executors, successors, and assigns.

Amendments. This Limited Warranty cannot be changed or altered in any way.

We acknowledge receipt of the Workmanship Limited Warranty by our signature(s) below.

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OF WARRANTOR, EITHER EXPRESS OR WHICH MAY BE IMPLIED BY LAW, INCLUDING ALL WARRANTIES OF HABITABILITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXCLUDED. THIS LIMITED WARRANTY DOES NOT EXTEND TO INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHICH ARE EXPRESSLY WAIVED BY CUSTOMER. THE ONLY WARRANTIES PROVIDED BY WARRANTOR ARE THOSE CONTAINED IN THE ABOVE LIMITED WARRANTY, AND THE WARRANTOR HEREBY DISCLAIMS AND THE CUSTOMER HEREBY WAIVES THE IMPLIED WARRANTY OF HABITABILITY AND ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT IT IS NOT A PART OF THE CONTRACT.

**WARRANTOR:**

**CUSTOMER:**

**M&M HOME REMODELING SERVICES**

By: **Signature** \_\_\_\_\_

**Signature** \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: 3488 Eagle Nest Drive  
Crete, IL 60417

**Warranty Commencement Date:**