

Home Builder's Warranty Agreement

Shelby Contracting, Inc., of 601 Carver Ct., Castle Hayne, NC 28429, hereinafter called *Contractor*, hereby warrants to _____

(*Name of Buyer*)

of _____,
(*street address, city, state, zip code*)

402 Harrison Court, Sneads Ferry, NC 28460, as follows:

1. The following described house 402 Harrison Court, Sneads Ferry, NC 28460 has been constructed in accordance with accepted home building practices. It has been inspected by trained personnel of Contractor and, where required, by the building department of the area in which it is situated.
2. Contractor guarantees against defects in the quality of work and materials for a period of (1) year with regard to the following items:
 - plumbing system;
 - HVAC system;
 - roof against leaks
 - electrical wiring system; and
 - septic tank.
3. Contractor agrees that upon receipt of a written request from Owner within (30) days of the date of the Warranty, Contractor will make an inspection of Owner's house and adjust or repair the following items when needed:
 - doors, including hardware;
 - windows;
 - electric switches, receptacles, and fixtures;
 - Caulking around exterior openings;
 - plumbing fixtures, and
 - cabinet work.
4. Contractor shall be liable only to the limit of the manufacturer's warranty for appliances and equipment such as refrigerator, range, microwave, dishwasher and ventilation fans.
5. Contractor does not assume responsibility for:
 - damage due to ordinary wear and tear, or abusive use;
 - defects that are the result of characteristics common to the materials used;
 - loss or injury caused in any way by the elements;
 - conditions resulting from condensation on, or expansion or contraction of, materials; or
 - paint over newly-textured interior walls.
6. This warranty is not transferable. Any obligation under it terminates if the property is resold or shall cease to be occupied by Owner to whom it is originally issued.

7. Any request for service must be sent in writing to contractor's office as set forth above.
8. All repairs and adjustments will be confined to the limit set forth in the Warranty.
9. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, STATUTORY OR OTHERWISE, EXPRESS OR IMPLIED, ALL OTHER REPRESENTATIONS MADE BY THE UNDERSIGNED AND ALL OTHER OBLIGATIONS OR LIABILITIES WITH RESPECT TO THE HOUSE COVERED BY THIS WARRANTY. IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS ARE EXPRESSLY EXCLUDED FROM THIS WARRANTY AND THE UNDERSIGNED'S OBLIGATION SHALL NOT EXCEED ITS OBLIGATION SET FORTH IN THIS WARRANTY.**

10. **Governing Law**

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of North Carolina.

11. **Mandatory Arbitration**

Any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

Witness my signature this _____ .
(date)

(signature)
Peter Hedrick, Shelby Contracting, Inc.

By _____
(Printed Name and Signature)