

Home Orientation

Date: _____ Project: _____ Job Number: _____

Address: _____

Home Owners Name: _____

Contact Phone Numbers:

Home Phone: _____ Work Phone: _____ Cell Phone: _____

The following warranties are issued during your Home Orientation.

Builder's Limited Warranty Date: _____

Appliance Instruction and Warranty _____ Fireplace Instructions _____

Thermostat Instructions _____ Furnace Instructions _____

Hot water tank instructions _____

Main water shut off valve location and use _____

Exterior faucets and cold weather drains _____

Sink and toilet shut off valve location and use _____

Electrical panel location and circuit breaker explanations _____

GFI circuit breaker explanation _____

Freezer outlet location in garage _____

Property corner location for your home site _____

Customer Service Policy Issue Date: _____

During your home orientation a list of any defects in materials or workmanship will be recorded. Each item will be addressed, by Brooks Homes, subcontractor responsible for the defect. All items will be repaired in accordance to Brooks Homes Customer Service Policy attached.

Home Orientation Inspection List:

Builder's Signature: _____

Homeowner's Signature: _____ Print Name: _____

Date: _____



Brooks Homes Warranty Request for Warranty Service

To: Brooks Homes

Homeowner's Name: _____

Homeowner's Current Address: _____

Homeowner's Phone: Home No. _____ Work No. _____

Project Name: _____ Job No. _____

Date of closing and warranty: _____

Request for Warranty Service: Under the terms of Brooks Homes Warranty issued in connection with your home, this Request for Warranty Service is submitted to request correction of certain defects covered by the Warranty.

Permission to Enter:

I will be available to permit entry into my home on _____ between the hours of _____ and _____.

I will not be available to permit entry into my home, but give Brooks Homes and subcontractor's permission to enter my home for the purpose of performing Warranty Service on _____ between the hours of _____ AM/PM and _____ AM/PM.

I (Homeowner) understand that Brooks Homes is not responsible for theft or loss of personal property.

I prefer to make an appointment for warranty service, please call me at _____.

Description of Defect:

Date of Defect: _____

First Occurred: _____

Brooks Homes must receive written notice of any defect in items covered by the warranty within a reasonable amount of time after the defect occurs. Any delay in reporting defects may cause subsequent damage which is not covered under Brooks Homes Warranty.

Homeowner's Signature: _____ Date: _____

BROOKS HOMES

LIMITED HOME WARRANTY

SECTION I – BROOKS HOMES WARRANTY COVERAGE

Brooks Homes Coverage – Home

Coverage During First Year: Brooks Homes warrants that for one (1) year, beginning on the Warranty Commencement Date, the home will be free from Defects in Materials and Workmanship per the performance standards, (except as they relate to Appliance, Fixtures and Equipment) due to noncompliance with the Performance Standards.

Coverage During Second Year: Brooks Homes warrants that during the second year after the Warrant Commencement Date the Systems of the home will be free from Defects in Materials and Workmanship per the performance standards, (except as they relate to Appliances, Fixtures and Equipment) due to noncompliance with the Performance Standards.

Major Structural Defects: Brooks Homes warrants that for two (2) years after the Effective Date, the home shall be free from any Major Structural Defect.

Appliances, Fixtures and Equipment: As the sole and exclusive warranty on Appliances, Fixtures and Equipment installed in the Brooks Homes shall assign to the Homeowner all standard manufacturers' warranties, the provisions of which shall govern all aspects of the warranty (including without limitation the commencement, termination and extent of warranty coverage) in lieu of all other express or implied warranties. The Homeowner is solely responsible for complying with any claim procedures provided in such manufacturers' warranties, and Brooks Homes is not liable or responsible for non-performance by any such manufacturer.

**BROOKS HOMES
LIMITED HOME WARRANTY
CERTIFICATE**

WARRANTER BROOKS HOMES

Brooks Homes Limited Warranty is granted to:

(Homeowner) _____

(Address of Property Warranty) _____

(Date of Warranty) _____

Brooks Homes Limited Warranty is granted to original property owner and is not extended to subsequent property owners.

Warranty Service

Brooks Homes provides a simple, quick and inexpensive, process to assure that warranty issues, under the limited home warranties are properly and timely handled.

First, the Homeowner sends in a request for warranty service to Brooks Homes on the enclosed form, attached to the warranty. All clear description of claims, timely presented, will be responded to in accordance with Brooks Homes Customer Service Policy enclosed.

In the unlikely event of a dispute between Brooks Homes and the Homeowner, this Limited Home Warranty, provides a dispute settlement mechanism designed to avoid costly and time-consuming litigation for the Homeowner and Brooks Homes. A nationally recognized and professional firm, with considerable experience in resolving residential construction disputes throughout the country, has been selected to arbitrate any disputes that cannot be resolved by the mutual discussion between the Homeowner and Brooks Homes.

Brooks Homes and the Homeowner each pay one-half of the Arbitrator's current fees. A neutral "Dispute Settler" selected by the Arbitrator review the Homeowner's complaint and Brooks Homes' response, and makes a decision which is binding upon the Homeowner and Brooks Homes. Both the Arbitrator and Dispute Settler are wholly independent of the Homeowner and Brooks Homes and are familiar with construction and the Limited Warranty.

Remedy for Repair of Limited Home Warranty Defects

If a defect occurs in an item which is covered by this Limited Warranty, Brooks Homes will repair, replace or pay the Homeowner the reasonable cost of the repair or replacing the defective item. Repair, replace or pay is Brooks Homes' option only. For repair or replacement, the Homeowner must grant Brooks Homes or Brooks Homes' subcontractors access to the home, per the warranty request form, included in this warranty.

Remedy for Major Structural Defect occurring while covered by this Limited Home Warranty:

Brooks Homes will repair, replace or pay the Homeowner the reasonable cost for repairing or replacing the Major Structural Defect. Repair of a Major Structural Defect under this Limited Home Warranty is Limited:

- (a) To repair of damage to the load-bearing function; and
- (b) To the repair of those items of the home damaged by the Major Structural Defect which made the home unsafe, or otherwise uninhabitable.

Limits of Liability for Home Covered Under Warranty

Brooks Homes' maximum total liability of deficiencies for the home is limited to the original purchase price of the home, reduced by a sum of the reasonable value of all previous repairs or replacements of defects, or any payments for previous losses on the home.

Brooks Homes election to pay the Homeowner for a defect instead of repair or replacement is solely that of Brooks Homes. Steps taken by Brooks Homes to correct defects under this Limited Warranty shall not extend the time of this Limited Warranty.

Repair Control: Brooks Homes shall have complete discretion as to the method and manner of repairing or replacing any defects. Any item requiring repair or replacement which cannot be repaired or replaced with items reasonably available in the standard marketplace shall be replaced or repaired with items of similar kind and quality and which are still available. The repair of surfaces, finishes and coverings shall be done so as to achieve as close a match with the original surrounding surfaces, finishes and coverings; but, do to fading, aging or unavailability of matching materials, Brooks Homes does not warrant an exact match with surrounding surface areas. Brooks Homes' repair obligation only requires the refinishing of interior or exterior surfaces damaged by a defect covered by the Limited Warranty. Any repair or replacement made under this Limited Warranty shall not extend the applicable Warranty Period.

Other Insurance or Warranties

Homeowner shall assign insurance proceeds to Brooks Homes for repairs or replacements to the Homeowner for reasonable cost of repairing or replacing any defects covered by this Limited Home Warranty, which is covered by other Insurance or Warranties. The Homeowner, upon request by Brooks Homes, must assign the proceeds of such insurance or warranties to Brooks Homes to the extent of the cost to Brooks Homes for such repair, replacement or payment. Brooks Homes shall not be liable for any loss or damage, except for that portion of the loss or damage which is in excess of the amount due from such other insurance or warranties because of the application of a deductible.

Exclusive Rights and Remedies

This Limited Warranty, and the obligations of Brooks Homes, and the right of the Homeowner hereunder, is given by and accepted by the Homeowner:

- (a) In lieu of and to the exclusion of all other express or implied warranties (including without limitation any implied warranty of habitability, merchantability or fitness for a particular use);
- (b) In lieu of and to the exclusion of all other legal or equitable rights, remedies or cause of action.

Arbitration/Mediation

It is intended that any and all disputes arising under or in connection with this Limited Warranty shall be resolved by the Arbitration/Mediation provisions provided within, that the parties may resort to judicial proceedings for the purpose of enforcing any Informal or Formal Decision rendered under the prevailing party in any such judicial proceeding being entitled to an award for reasonable court cost and attorney's fees.

Exclusions

This Limited Warranty shall not extend to or include or be applicable to:

- (a) Defects in outbuildings including, but not limited to detached garages and detached carports (except outbuildings which contain the plumbing, electrical, heating, cooling, or ventilation systems serving the home); site located swimming pools and other recreational facilities; driveways; patios; boundary walls; retaining walls; bulkheads; fences; landscaping (including sodding, seeding, shrubs, trees and plantings); off-site improvements not a part of the home itself;
- (b) After the first year of coverage, concrete floors of basements and concrete floors of attached garages that are built separately from foundation walls or other structural elements of the home;
- (c) Loss or damage to real property which is not a part of the home covered by this Limited Warranty and which may or may not be included in the original purchase of the home.
- (d) Any damages to the extent it is caused or made worse by:
 - 1) Negligence, improper maintenance or improper operations by anyone other than

- Brooks Homes, its employees, agents or subcontractors; or
- 2) Failure by the Homeowner or by anyone other than Brooks Homes, its employees, agents or subcontractors to comply with the warranty requirements of manufacturers of appliances, fixtures and items of equipment; or
 - 3) Failure by the Homeowner to give notice to Brooks Homes of any defect within a reasonable time; or
 - 4) Changes of the grade of the ground by anyone other than Brooks Homes, its employees, agents or subcontractors; or
 - 5) Changes, alterations or additions made to the home by anyone after the Limited Warranty Commencement Date on the Certificate; or
 - 6) Dampness or condensation due to failure of the Homeowner to maintain adequate ventilation;
- (e) Loss or damage which the Homeowner has not taken timely action to minimize;
 - (f) Any defect in, caused by, or resulting from materials or work supplied by anyone other than Brooks Homes, its employees, agents, or subcontractors;
 - (g) Normal wear and tear or normal deterioration;
 - (h) Loss or damage, not otherwise excluded under this Limited Warranty, which does not constitute a defect in the construction of the home by Brooks Homes, its employees, agents, or subcontractors;
 - (i) Loss or damage caused by or resulting from accidents, riot and civil commotion, fire, explosion, smoke, cater escape, falling objects, aircraft, vehicles, Acts of God, lighting, windstorm, hail, flood, mudslide, earthquake, volcanic eruption, wind-driven water and changes in the underground water table which were not reasonable foreseeable;
 - (j) Loss or damage caused by or resulting from seepage of water or insect damage;
 - (k) Loss or damage caused by or resulting from soil movement for which compensation is provided by legislation or which is covered by other insurance;
 - (l) Loss or damage which arises while the home is being used primarily for nonresidential purposes;
 - (m) Failure of Brooks Homes to complete construction of the home;
 - (n) Any condition which does not result in actual physical damage to the home, including, but not limited to: uninhabitability or health risk due to the presence or consequence of unacceptable levels of radon gas, formaldehyde or other pollutants and contaminants; or the presence of hazardous or toxic on site-materials;
 - (o) Bodily injury or damage to personal property;
 - (p) Loss or damage caused by or resulting from abnormal loading on floors by the Homeowner which exceeds design loads as mandated by codes;

- (q) Cost of shelter, transportation, food, moving storage, or other incidental expenses related to inconvenience or relocation during repairs;
- (r) Consequential damages (except where required by state law); and
- (s) Any Request for Warranty Performance or insurance claim not filed in a manner set forth below in “Warranty Service” or “Insurance Claim Process”.

Request for Warranty Performance

In the unusual event that Brooks Homes and the Homeowner disagree as to whether an item is covered by this Limited Warranty, or as to whether Brooks Homes has taken proper corrective action with respect to any item, and the issue is not resolved to the parties' satisfaction, then the Homeowner shall submit a Request for Warranty Performance to Brooks Homes. The Request for Warranty Performance should be in writing, include the Homeowner's names, address, home and work phone numbers. The request should describe in detail the defects which the Homeowner thinks are covered by the Limited Warranty. Include when the defect first occurred or when the Homeowner first noticed the defect. Brooks Homes and Homeowner each agree to pay one-half of the arbitration fee. The Request for Warranty Performance must be accompanied by one-half of the then current Arbitrator's fee. The request must be received by Brooks Homes no later than one (1) year from the date of the initial written complaint to Brooks Homes.

Upon receiving the Request for Warranty Performance form, the Arbitrator will notify Brooks Homes asking them to respond to the request. The Arbitrator will arrange for an informal dispute settlement between the Homeowner and Brooks Homes by a neutral third party ("Dispute Settler"). The decision of the Dispute Settler shall be binding and conclusive upon the Homeowner and Brooks Homes, except for such right of judicial appeal, if any, as may be required by law in connection with mandatory and private Arbitration agreement.

All proceedings involving the Arbitrator and Dispute Settler shall be in accordance with such Arbitrator's current written rules and procedures, and shall be conducted at a time and place reasonably determined by such arbitrator within the county in which the home is located. Failure to comply with the provisions of the Limited Warranty or the rules and regulations of the Arbitrator shall cause all of the Homeowner's rights under this Limited Warranty and against Brooks Homes to terminate.

Brooks Homes is not responsible for damage caused or made worse by a delay in receipt of either the Informal Decision (if accepted by both parties) or the Formal Decision.

The Homeowner must provide Brooks Homes with reasonable workday access to property in order to perform the warranty service under this Limited Warranty. Failure of the Homeowner to provide such access to Brooks Homes shall relieve Brooks Homes of his obligations under this Limited Warranty.

Definitions

“Arbitrator” A person, firm, corporation or other private or public, profit or non-profit, legal entity or agency which shall:

- (a) From time to time be designated by Brooks Homes as the Arbitrator of this Limited Warranty;
- (b) Be familiar with construction practices, this Limited Warranty and arbitration/mediation of disputes; and
- (c) Be “independent”, that is, have no legal relationship with, or ownership, management, business or financial interest or involvement in, the Homeowner or Brooks Homes other than as acting as the Arbitrator under this Limited Warranty. Brooks Homes will notify the Homeowner, in writing, of any changes in the identity or address of the Arbitrator.

“Major Structural Defects” Actual physical damage to any of the following designated load-bearing portions of the home caused by failure of such load-bearing portions which affects their load-bearing functions to the extent that the home become unsafe, unsanitary or otherwise livable:

- (a) Foundation systems & footings
- (b) Beams
- (c) Girders
- (d) Lintels
- (e) Columns
- (f) Walls & partitions
- (g) Floor systems
- (h) Roof framing systems

Damage to the following non-load bearing portions of the home may be covered by the Limited Warranty but do not constitute a Major Structural Defect:

- (a) Roofing & sheathing
- (b) Drywall & plaster
- (c) Exterior siding
- (d) Brick, stone or stucco veneer
- (e) Floor covering material
- (f) Wall tile & other wall covering
- (g) Non-load bearing walls & partitions
- (h) Concrete floors in attached garages & basements that are built separately structural elements of the home
- (i) Electrical, plumbing, heating cooling & ventilation systems
- (j) Appliances, fixtures & equipment
- (k) Paint
- (l) Door & window
- (m) Trim
- (n) Cabinets
- (o) Hardware
- (p) Insulation

“Performance Standards” The locally applicable building codes, locally accepted building practices and Performance Standards set below which describe Brooks Homes obligation for specific defects under Limited Warranty.

“Systems” Exclusive of appliances, fixtures and items of equipment, including the following:

- (a) **“Plumbing System”** Gas supply lines and fittings; water supply, waste and vent pipes and their fittings; septic tanks and their drain field; water, gas and sewer services piping, and their extensions to the tie-in of a public utility connection, or on-site well and sewage disposal system.
- (b) **“Electrical System”** All wiring, electrical boxed, switches, outlets and connections up to the public utility connections.
- (c) **“Heating, Cooling and Ventilation Systems”** All ductwork, steam, water and refrigerant lines, registers, connector, radiation elements and dampers.

General Provisions:

- (a) **Binding Effect .** This Limited Warranty shall be binding upon, and inure to the benefit of Brooks Homes and the Homeowner, their heirs, executors, administrators, successors and assigns.
- (b) **Governing Law.** This Limited Warranty is to be covered by and construed in accordance with the laws of the state in which the home is located.

Customer Service Policy

Each home that Brooks Homes builds is constructed to a high standard set by Brooks Homes and Brooks Homes team of professional subcontractors. Each home is constructed in a process and working environment that allows the subcontractors to achieve a high standard of quality. Before our signature goes on our product, we measure a set of quality standards at each stage of construction. Each subcontractor warrants their work free of defects in material and workmanship per the standards outlined in Brooks Homes Warranty.

My Signature will go on your home at the time of your Home Orientation. Your Home Orientation is conducted prior to you signing closing documents, at which time we will issue warranties for the home, instruct you in the maintenance and operation of your new home, and list any defects in material and workmanship that are not up to Brooks Homes Warranty Standards.

The home orientation inspection list will be in duplicate form and a copy issued to you at the end of your new home inspection. All warranty items will be assigned to the appropriate subcontractor, responsible for the work, in written work order format. All warranty repairs need to be conducted during normal work hours. Each subcontractor will make arrangements to complete the repair work order within fifteen days of your home orientation. Each subcontractor is responsible for returning all completed work orders to Brooks Homes Office.

When all of the subcontractors complete the defects on the home orientation inspection list, Brooks Homes will contact you to verify the satisfaction of all repairs. We will ask you to sign off the inspection list as being completed. All customer service records will be kept in your job file.

Any time during your warranty period, you are in need of customer service under the warranty standards, please mail a request for warranty service to Brooks Homes. A request form for builder warranty service is enclosed in your warranty package. All requests will be responded to by telephone or inspection by the appropriate subcontractor or a Brooks Homes representative.

All service must be recorded and will only be conducted at the request in writing. The only exceptions are emergency water leaks, electrical, or heating defects. Please call Brooks Homes at 425-776-4694 or the emergency number provided for your plumber or heating subcontractor.

Sincerely Yours,

BROOKS HOMES

LIMITED HOME WARRANTY

Section I – Builder’s Warranty

Section II – Performance Standards
