

NHTF Program
BUILDER'S WARRANTY & CERTIFICATE

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

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

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

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Warrantor hereby warrants and certifies to the Owner identified above and to their successors or transferees, all of whom are hereinafter referred to as "Owner", that:

The structure and improvements, including appurtenances, located on the Project identified above (the "Project") is constructed or improved in substantial conformity with the drawings and specifications and applicable State Building Codes. The Project has been inspected by West Virginia Housing Development Fund (the "Fund") staff and, where required, by the building department of the area in which it is situated. This Warranty applies to all workmanship, materials, and the installation of systems and equipment (including, but not limited to, the heating and cooling system, water heater, all appliances, plumbing, electrical, gas and septic system, if applicable.)

The Owner shall give written notice to the Warrantor at the address given below promptly after the discovery of any defective condition. Such written notice must be given to the Warrantor during the period of Warranty. The period of Warranty shall be, in the case of new construction or rehabilitation, one year from the date of approved Fund Final Inspection.

It is agreed and understood that this Warranty shall apply only to those defective conditions of which the Warrantor has been given written notice during the period of Warranty.

Warrantor further agrees that it will take any necessary actions to correct such defective conditions within thirty (30) days of receipt of written notice. If such action is not taken within thirty (30) days, the Owner may, at his/her option, contract with another party for the correction of the defects. Warrantor agrees to pay any expenses incurred by the Owner to correct defects covered by this Warranty.

This Warranty shall be in addition to, and in no way reduce, all other rights and privileges which such Owner may have in law or in equity or under any other instrument, and shall be binding on the Warrantor, its permitted successors and assigns, notwithstanding any provision to the contrary contained in the contract of purchase or any other instrument executed by the Owner.

This Warranty is executed, in part, for the purpose of inducing the Fund to make, insure, guarantee, or purchase a loan on the captioned property and is assignable to and enforceable by the Fund.

Failure of the Warrantor to comply with the provisions of this Warranty may result in Warrantor's suspension and disqualification from future participation in programs administered by or through the Fund.

If this is signed by anyone other than the Warrantor, the person signing for the Warrantor represents and certifies that he/she is authorized to execute same by the Warrantor, and by his/her signature the Warrantor is bound under the terms and conditions of this warranty.

The Fund will conduct an inspection prior to the expiration of the Warranty. All items identified by the Fund as needing repaired or replaced must be corrected to the Fund's requirements as stated in the inspection report.

IN WITNESS WHEREOF, the Warrantor has signed this warranty this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_(Seal)
Warrantor's Signature

\_\_\_\_\_
Print Warrantor's Name

\_\_\_\_\_
Warrantor's Title

\_\_\_\_\_
Warrantor's Contractor License Number

\_\_\_\_\_
Warrantor's Address