

**LIMITED BUILDER'S WARRANTY—ONE YEAR
SOLUTION 1: REPAIR/REHABILITATION**

BUILDER'S LIMIT OF TOTAL LIABILITY: Limited to cost of reasonable repairs by the builder or his designee. This Limited Warranty excludes all consequential and incidental damages, except as required by Louisiana law. The damages with respect to a single defect shall not exceed the reasonable cost of repair or replacement necessary to cure the defect, and damages with respect to all defects in the home shall not exceed the Repair Estimate ("Scope of Work") determined by the Restore Louisiana Homeowner Assistance Program ("Program") for the home and accepted by the owner via Grant Agreement with the State of Louisiana's Office of Community Development ("State"). This Limited Warranty does not cover anything beyond the Scope of Work.

TO WHOM GIVEN: This Limited Warranty is extended to the owner.

BY WHOM MADE: This Limited Warranty is made by the Builder, which for purposes of the Limited Warranty only does include Innovative Emergency Management, Inc. as the Program Management Contractor for the Program defined above. The State is not a party to this Limited Warranty and is not providing a Limited Warranty or any other warranty to the Owner.

LIMITED WARRANTY: This Limited Warranty excludes all other warranties on the repair and/or rehabilitation of the home and its components, both express and implied. There are no warranties which extend beyond the face hereof.

WARRANTY COVERAGE AND PERIODS: The warranty commencement date is the date the Program representative(s) determine that work has been completed in accordance with the Scope of Work (regardless of an assertion, if any, by the owner that the work has not been completed). The Warranty Period is one year beginning on the warranty commencement date. For the Warranty Period, the home will be free from any defect due to noncompliance with the building standards or due to other defects in materials or workmanship not regulated by building standards.

EXCLUSIONS FROM ALL COVERAGE: The Limited Warranty shall exclude the following items:

- (1) Fences, landscaping, including but not limited to sodding, seeding, shrubs, existing and new trees, and plantings, as well as off-site improvements, all driveways and walkways, or any other improvement not a part of the home itself.
- (2) Damage to real property which is not part of the home covered by the limited warranty.
- (3) Any damage to the extent it is caused or made worse by any of the following: (a) Negligence, improper maintenance, neglect or improper operation by anyone other than the builder or any employee, agent, or subcontractor of the builder. (b) Failure by anyone other than the builder or any employee, agent, or subcontractor of the builder to comply with the warranty requirements of manufacturers of appliances, equipment, or fixtures. (c) Failure by the owner to give written notice to the builder of any defect within the time set forth in this Limited Warranty. (d) Any change of the grading of the ground by anyone other than the builder, or any employee, agent, or subcontractor of the builder. (e) Any change, alteration, or addition made to the home by anyone after the work has been determined completed in accordance with the Program's Scope of Work (warranty commencement date), except any change, alteration, or addition performed by the builder, or any employee, agent, or subcontractor of the builder. (f) Dampness, condensation, or other damage due to the failure of the owner to maintain adequate ventilation or drainage.
- (4) Any loss or damage which the owner has not taken timely action to minimize.
- (5) Any defect in, or any defect caused by, materials or work supplied by anyone other than the builder, or any employee, agent, or subcontractor of the builder.
- (6) Normal wear and tear or normal deterioration.
- (7) Loss or damage which does not constitute a defect in construction of the home by the builder, or any employee, agent, or subcontractor of the builder.

(8) Loss or damage resulting from war, accident, riot and civil commotion, water escape, falling objects, aircraft, vehicles, acts of God, lightning, windstorm, hail, flood, mudslide, earthquake, volcanic eruption, wind driven water, and changes in the level of the underground water table which are not reasonably foreseeable.

(9) Any damage caused by soil movement which is covered by other insurance.

(10) Insect damage.

(11) Any loss or damage which arises while the home is being used primarily for a nonresidential purpose.

(12) Any condition which does not result in actual physical damage to the home.

(13) Bodily injury or damage to personal property.

(14) Any cost of shelter, transportation, food, moving, storage, or other incidental expense related to relocation during repair.

(15) Any defect not reported in writing to the builder prior to the expiration of the period specified in this Limited Warranty.

(16) Consequential damages.

(17) Any loss or damage to a home caused by soil conditions or soil movement.

(18) Mold and mold damage unless caused by the defect subject to the warranty.

WARRANTY: If a defect occurs in an item covered by this Limited Warranty, the builder will repair, replace or pay the owner the reasonable cost of repairing or replacing the defective item(s) within a reasonable time after the builder's inspection or testing discloses the problem. The choice among repair, replacement or payment is solely that of the builder. When the builder finishes repairing or replacing the defect or pays the reasonable cost of doing so, a full release of all legal obligations with-respect to the defect must be signed and delivered to the builder. As set forth above, the damages with respect to a single defect shall not exceed the reasonable cost of repair or replacement necessary to cure the defect, and damages with respect to all defects in the home shall not exceed the Program's Scope of Work for the home.

STEP BY STEP CLAIMS PROCEDURES:

(a) Before undertaking any repair or instituting any action for breach of the Limited Warranty, the owner shall give the builder written notice (as provided herein) of the defect, advising the builder of the defect(s) and giving the builder a reasonable opportunity to comply with the provisions of the Limited Warranty.

(b) Written notice of any warranty claim must be made on the attached "Notice of Warranty Claim Form" by registered or certified mail within thirty days after the expiration of the Warranty Period. If the notice is not properly given by that deadline, the builder will have no duty to respond to any complaint or demand, and any or all claims may be rejected. **NOTICE OF WARRANTY CLAIM IS NECESSARY TO PROTECT RIGHTS TO WARRANTY PERFORMANCE UNDER THIS LIMITED WARRANTY.**

(c) Any complaint or request, other than a timely and properly completed Notice of Warranty Claim, will not impair, prejudice or otherwise affect any right of the builder, including but not limited to the builder's right to receive a timely and properly completed Notice of Warranty claim.

(d) In response to a Notice of Warranty Claim, or any other complaint or request of the owner, the builder and the builder's agents will have the right to test and inspect the portion of the home to which the claim, complaint or request relates. The Owner and occupants of the home must provide reasonable access to the builder and the builder's agents during normal business hours to complete inspection, testing and repair or replacement.

(e) The builder will complete inspection and testing within a reasonable time under the circumstances, not to exceed thirty (30) days after receipt of a timely and properly completed Notice of Claim Form. Upon completion of inspection and testing, the builder will determine whether to accept or reject the claim. If the builder rejects the claim, the builder will give written notice of that decision to the claimant at the address shown on the Notice of Claim Form. If the builder accepts the claim, the builder will take corrective action within a reasonable time under the circumstances and, upon completion, will give written notice of completion to the claimant to the address shown on the Notice of Claim Form. The builder will use good faith efforts to process and handle claims in a timely manner, but all time periods for repair or replacement of defects necessary are subject to weather conditions, Acts of God, availability of materials, and other events beyond the builder's control.

LEGAL ACTIONS: (a) No claim or cause of action under this Limited Warranty may be commenced or asserted in any suit, action, or other legal proceeding against the builder unless notice of the claim or cause of action has been received by the builder in a timely and properly completed Notice of Warranty Claim Form as provided above. (b) A suit, action and/or proceeding against the builder under this Limited Warranty must be commenced in any Court or forum within one year, plus thirty days, of expiration of the Warranty Period. The time for filing suit shall be suspended by the time period during which the builder is undertaking corrective action as provided above.

Any provision of this Limited Warranty found to be prohibited by law or unenforceable will be ineffective only to the extent of such prohibition or unenforceability without invalidating any other part hereof, or any of the other documents referenced herein. This Limited Warranty, to the extent possible, will be construed or reformed so as to give validity to all of its provisions. This Limited Warranty agreement supersedes all oral agreements or statements between the owner and the builder and/or the builder's agents. This Limited Warranty may not be changed or amended in any way. Any and all legal action arising under, relating to, or concerning the provisions hereof of this Limited Warranty shall be brought, solely heard, and determined in the venue in the parish in which the home is located and shall be governed by Louisiana law. This Limited Warranty is to be binding upon the builder and the owner, their heirs, executives, administrators, successors and assigns.

NOTICE OF WARRANTY CLAIM FORM

The Owner, _____, of the home property located at _____,
as part of the Step By Step Claims Procedures set forth in the Limited Warranty, hereby gives notice by certified or registered mail to:

(1) The Builder _____, whose contact information is _____;

AND

(2) Innovative Emergency Management, Inc. (IEM), whose contact information is:

IEM
Attn: Legal
8550 United Plaza Boulevard, Suite 400
Baton Rouge, LA 70809-2256

of the following defects which the Owner contends are in need of repair and/or completion and without which constitute a breach of warranty by the Builder and/or by IEM.

Listing of Alleged Defects That Require Repair or Completion

(IF ADDITIONAL SPACE IS NEEDED PLEASE ATTACH ADDITIONAL PAGE(S))

These Alleged Defects were discovered by the Owner on or about the following date(s): _____.

This Notice officially gives the Builder and/or IEM the reasonable opportunity to repair or complete the Alleged Defects to the satisfaction of the Owner and in compliance with the Limited Warranty and applicable law, or to dispute the accuracy of this Notice. The Owner(s) contact information is noted below.

Owner Name	
Co-Owner Name (if applicable)	
Mailing Address, City, State, Zip Code	
RLHP Application ID	