

Home Builders Warranty

To: **TBD**

The Single-family residence constructed on the above lot has been constructed in accordance with accepted home building practices. During construction, the residence was inspected by Asher Homes, trained personnel and where required, by the building inspector for the Town of Winchendon, MA.

1. Asher Homes guarantees to you against defects in quality of work and materials for a period of one year from the date of purchase of the lot and residence the following items:
 - a. The plumbing system;
 - b. The heating system
 - c. The roof against leaks
 - d. The electric wiring system
2. Asher Homes agrees that upon receipt of a written request from you within sixty (60) days of the date you take title to this house, Asher Homes will make an inspection of the residence and adjust the following items where needed;
 - a. doors, including hardware;
 - b. windows or jalousies
 - c. electric switches, receptacles and fixtures;
 - d. caulking around exterior openings;
 - e. plumbing fixtures; and
 - f. cabinet work.
3. Asher Homes expressly excludes from this warranty the manufacturer's warranty for appliances, equipment incorporated within the plumbing system, the heating system, and the electric wiring system, windows, and all other products with their own warranty incorporated within the residence.

4. Asher Homes assumes no responsibility for:

- a. damage due to ordinary wear and tear or abusive use;
- b. defects that are the result of characteristics common to the materials used;
- c. loss or injury caused in any way by the elements;
- d. conditions resulting from condensation on, or expansion or contraction of, materials or
- e. paint over newly textured interior walls.

5. You may not transfer this warranty. Any obligation under this warranty terminates if the property is resold or shall cease to be occupied by you as your residence.

6. Any claim made under this warranty must be made in writing to Asher Homes at:
77 Nashua Road, Sharon NH 03458.

7. All repairs and adjustments will be confined to the limits set forth in this warranty.

8. **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 OF MERCHANTABILITY AND FITNESS ARE EXPRESSLY EXCLUDED FROM THIS WARRANTY AND THE UNDERSIGNED'S OBLIGATIONS SHALL NOT EXCEED ITS OBLIGATION SET FORTH IN THIS WARRANTY.**

Asher Construction LLC
d/b/a Asher Homes

Dated: TBD

By: _____
Benjamin Olson

Duly authorized on behalf of the limited liability company, and not individually.