



**TENHULZEN
REMODELING, Inc.**

"quality improvements designed for life"

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AGREEMENT BETWEEN OWNER AND CONTRACTOR

SECTION F: GENERAL CONDITIONS OF THE CONTRACT

6. Warranty

Contractor shall provide all required notices to the proper authorities, and shall obtain all official inspections, permits, certificates, and licenses made necessary by the scope of the work to be performed by the Contractor within the original scope of the contract. The Contractor or his representative shall supervise and direct the work, using his best skill and attention. Contractor shall be responsible for all construction means, methods, techniques, sequences, and procedures. Contractor shall coordinate all portions of the work under this Agreement. All work shall be performed according to the contract documents, with the exception of change orders in the work requested by the Owners following commencement.

The Contractor shall pay all laborers, materialmen, suppliers and other potential lien claimants and provide proof of such payment to the Owners if requested. It is further understood that appliances and fixtures covered under manufacturers' warranties are excluded from warranty under the terms of this Contract.

This warranty is for a period of one year from the date of substantial completion of the project.

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER EXPRESS WARRANTIES OR IMPLIED WARRANTIES OF FITNESS, MERCHANTABILITY OR HABITABILITY OTHERWISE PROVIDED UNDER THE LAWS OF WASHINGTON.

This warranty excludes the following:

- (i) Floor squeaks not brought to the Contractor's attention in writing within the warranty period. Misuse or overloading of structure by Owners negates Contractor's obligations under this clause. Floors are either nailed, stapled, screwed and/or glued, however that it is virtually impossible to "squeak-proof" a wood floored structure.
- (ii) Mold is inevitable in the Pacific Northwest. Contractor warrants that all construction will conform to industry standards and applicable building codes. We do not warrant against mold. (Mold continues to exist, as it has for millions of years, regardless of building practices designed to guard against it.)
- (iii) Cracks and nail pops in the sheetrock caused by normal shrinkage and settling appearing after one year. Sheetrock or drywall will sometimes develop nail pops or settlement cracks. These nail pops or settlement cracks are a normal part of the settlement process. These items can easily be handled with spackling during the normal redecorating. However, if the Owners wish, at twelve (12) months, Contractor will send a worker to do the spackling. Contractor repairs will not include repainting.
- (iv) Cracking of wood. Wood will sometimes crack, check or "spread apart" because of the drying out process. This condition is most often caused by the heat inside of the house or exposure to the sun on the outside of the house. This may show up, and the Owners are responsible for any resulting maintenance or repairs. (This may occur in structural members as well, although considered by the construction industry as a degradation of aesthetic quality rather than structural.
- (v) Variation in stain. All items that are stained will normally have a variation of colors because of the different textures and species of the woods. Because of weather changes, doors that have panels will sometimes dry out and leave a small space of bare wood. These normal conditions are not considered defects.