



Labor Warranty

Bella Vista warrants all work completed under the Contract Agreement between Home Owner(s) and Bella Vista for a period of FIVE YEARS from date of substantial completion of the Work.

This warranty is valid only for those named in the contract while they occupy the home and provided normal cleaning and maintenance procedures are followed, and excludes changes due to wear, tear, normal weathering, foundation settling and defects that result from characteristics common to the materials used. Other limitations apply as indicated on the back of this document.

Any guarantees, warranties, understandings, or representations made by (or expressed by) any employee, subcontractor or supplier not set forth specifically in this document is NOT to be considered an extension of this warranty.

This limited warranty is the only express warranty Bella Vista provides.

Job Address: _____

Date of Substantial Completion: _____



The following basic limitations apply to this warranty:

1. Bella Vista warrants to the Owner that all materials and equipment incorporated in the Work will be as specified and that all work was completed in a workmanship-like manner and all materials were installed according to the manufacturer's specifications, unless otherwise specified.
2. All workmanship and warranty concerns and remedies shall conform to the guidelines found in the publication "Residential Construction Performance Guidelines" This publication is available upon request. If an item is not covered in that publication, standard industry practice shall govern. Except as stated in paragraph 8 below, Bella Vista must be given the opportunity to repair or fix the problem prior to replacement.
3. If the problem can be repaired so that the item or installation functions as it was originally designed to OR so that the difference in cosmetic appearance is negligible from the original and new appearance, the remedy will be to repair the problem. Complete replacement of the damaged or defective product or work will only be done if the above guidelines cannot be met.
4. This warranty is personal to the Owner and is valid only while the Owner occupies the property where the work was performed.
5. All manufacturers' warranties apply. If an item or part is warranted by the manufacturer for more than two years, the extended warranty will govern. If the manufacturer's warranty is for less than two years, Bella Vista will warrant the item for the additional time period except for the following items:
 - a. Any item that is not purchased through Bella Vista.
 - b. Any item Bella Vista recommends against installing, as listed below:
Items not covered beyond the manufacturers' warranty:

6. Other Exclusions:

- a) Any work not specifically specified in the Contract Agreement with Bella Vista
- b) Defects that result from characteristics common to the materials used, such as (but not limited to) warping and deflection of wood; fading, chalking, and checking of paint from exposure to sunlight; cracks that occurred during the drying of concrete, stucco, plaster, bricks and masonry; drying, shrinking and cracking of caulking and weather, stripping.
- c) Damage resulting from ordinary wear and tear, abusive use, including shattered glass, or lack of proper maintenance of the work as performed by Bella Vista.

7. Bella Vista must be given fair notice and adequate time to remedy the warranty problem with its employees or qualified subcontractors. Bella Vista will schedule an inspection date not later than ten business days after Owner initially notifies of the problem. After inspection of the problem, Bella Vista will schedule the remedy, the time for which may vary considerably depending on the problem and the availability of parts. Owner WILL NOT be reimbursed for repairs undertaken without prior written approval from Bella Vista.

8. If the warranty problem is an emergency (meaning that further damage to the home, it's contents or occupants may occur without immediate remedy) AND Owner has attempted to contact all means available, Owner may make other arrangements necessary to remedy the problem. The owner must document all work completed (photos are helpful), keep all parts replaced, provide Bella Vista with a written invoice for the work performed, and demonstrate all efforts to contact Bella Vista before resorting to other suppliers or workers. Bella Vista will reimburse Owner for such emergency work up to \$500.00 to the extent it was reasonably necessary, is reasonably documented and Bella Vista was unavailable to perform the work.

9. Bella Vista, at its discretion, may voluntarily choose to reglaze failed I.G. units or make general repairs to windows or door (i.e. broken locks, balance systems, etc.) at no cost to the homeowner after labor warranty expires for the purpose of customer goodwill. It is in our best interest to maintain a positive relationship with our previous customers.