

SEVEN YEAR CRAFTSMANSHIP WARRANTY

Most builders warrant their work for one year. We stand behind ours for seven.

ISSUED TO _____ PROPERTY _____ _____	CONTRACT / PROPOSAL NO. _____ DATE OF SUBSTANTIAL COMPLETION _____ WARRANTY EXPIRES _____
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What We Cover

Bay America warrants that the workmanship of the work we performed will be free from defects in craftsmanship. A defect in craftsmanship means work we installed that does not conform to your contract documents, the building code in effect when your permit was issued, or prevailing industry installation standards, and that materially impairs how that element of the work functions, its structural integrity, or its intended use.

COVERAGE PERIOD	WHAT IT COVERS
7 YEARS	Structural craftsmanship — framing, foundations, load-bearing assemblies, and structural components we installed
7 YEARS	General craftsmanship — carpentry, tile, drywall, trim, cabinetry, roofing, siding, decking, and all other work we installed
2 YEARS	Systems we installed — electrical, plumbing, heating, cooling, and ventilation rough-in and connections

Products and materials are covered by their manufacturers. This warranty covers our craftsmanship — how the work was built and installed. Appliances, fixtures, windows, roofing products, and similar items carry their own manufacturer warranties, which we pass through to you in full. If you ever need to make one of those claims, **we will handle it with the manufacturer on your behalf for the first three years.**

What Makes This Different

A warranty is only as good as the company standing behind it. These commitments come with yours:

- ✓ **We check in before you have to call.** We schedule a courtesy walkthrough at **30 days**, at **11 months** — timed so anything found is addressed before your first year closes — and again at **5 years**. You do not have to request them. We reach out.
- ✓ **We answer on a clock.** We acknowledge every warranty request within **two business days** and inspect within **ten business days**. For active water intrusion, we respond **same day**.
- ✓ **You get your Home Record at completion.** A complete file for your home: every product and model number, paint colors and sheens, finish schedules, appliance serial numbers, manufacturer warranty registrations, and photographs of what is behind your walls before they were closed. Most homeowners never receive this. It is yours to keep, and it is worth real money at resale.

- ✓ **We register your manufacturer warranties for you.** Product warranties are routinely lost because nobody sends in the registration. We do it before we hand over the keys.
- ✓ **Your warranty transfers once.** If you sell the home during the seven-year period, the balance of this warranty transfers to the buyer one time at no cost, provided you notify us in writing within thirty (30) days of settlement. The period continues from the original completion date; it does not restart. **Almost no builder offers this**, and it is worth pointing out when you list.
- ✓ **One person owns your file.** You get a named warranty contact — not a general inbox — for the full seven years.

What This Warranty Does Not Cover

So there are no surprises later, here is what falls outside it. The complete list appears in Section 9.3 of the Terms and Conditions that form part of your contract.

- **Products themselves.** Appliances, fixtures, and materials are covered by their manufacturers, as described above.
- **Anything we did not install.** Materials you supplied, and work performed by anyone other than Bay America or our subcontractors — including later alterations, repairs, or additions by others.
- **Normal wear, and the normal behavior of a building.** Fading, oxidation, and discoloration. Shrinkage and seasonal movement, and the nail pops, hairline cracks, and minor separation at joints and trim that come with them. These are characteristics of construction, not defects.
- **Routine maintenance.** Caulking, grout, sealants, weatherstripping, and filter replacement are yours to maintain, and damage from not maintaining them is not covered.
- **Damage from misuse, neglect, accident, or failure to follow manufacturer instructions**, and damage caused by pets, occupants, guests, or third parties.
- **Acts of nature and casualty** — fire, flood, storm, wind, hail, freeze, earthquake, power surge, insects, or rodents. Those are what your property insurance is for.
- **Pre-existing conditions** and anything arising from the existing structure, existing systems, or prior work by others — whether or not it was visible when we started.
- **Water intrusion, mold, or mildew** arising from grading or drainage outside our scope, inadequate ventilation, humidity inside the home, or failure to maintain caulk and sealants.
- **Cosmetic and appearance items** — finish, texture, sheen, color match, and surface imperfection — not reported in writing within one (1) year of substantial completion.
- **Hazardous material work**, including asbestos, lead-based paint, and mold abatement, unless that work was expressly itemized in your contract and is separately warranted in writing.

How to Make a Claim

Write to us. Email info@bayrenovations.com or call **443-212-8777**. Tell us what you are seeing, where it is, and when you first noticed it. Photographs help. Please contact us **within thirty (30) days of noticing the issue**, so we can address it before it worsens.

We acknowledge within two business days and schedule an inspection within ten. If the issue is a covered craftsmanship defect, **we repair or replace it at our expense** — you pay nothing. We choose the method of correction and use materials of comparable quality. Work we repair stays warranted for the balance of the original seven-year period.

If water is actively entering your home, call — do not email. We respond same day. Take reasonable steps to stop or contain it in the meantime; that protects both of us.

Conditions

This warranty applies provided that:

1. The contract price and all approved change orders have been **paid in full**.
2. You notify us in writing within **thirty (30) days** of discovering the issue, and within the seven-year period.
3. You give us reasonable access during normal business hours to inspect and, if covered, to make the repair.
4. You take reasonable steps to prevent further damage after you notice a problem.

This warranty is issued under and forms part of **Section 9 of the Bay America Terms and Conditions (Rev. 3)** included with your contract. Where this certificate describes a benefit not stated in Section 9 — the scheduled walkthroughs, response times, Home Record, manufacturer claim handling, and one-time transfer — **that benefit is provided in addition to, and does not reduce, anything in Section 9.** Sections 9.3 through 9.7 and Section 10 of those Terms govern exclusions, conditions, remedies, and limitations of liability. This is your exclusive remedy for a craftsmanship defect, and it is given in place of all implied warranties to the fullest extent Maryland law allows.

If your project was new home construction, Maryland law provides statutory warranties under Real Property Article §10-203 that cannot be waived. Those apply in addition to this warranty, and nothing here reduces them. See Section 16 of your Terms and Conditions.

Bay America — authorized representative

Date issued

Print name and title

Your named warranty contact:

Bay American Homes Builders, LLC, trading as Bay America — MHIC #134337 | MHBR #9100 American Kitchen and Bath, LLC — MHIC #154049
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