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BAY AMERICA

Seven-Year Limited Workmanship Warranty

1. Warranty Coverage

Bay America ("Contractor") warrants workmanship for work performed in both renovations and new residential construction to be free from defects—including but not limited to work in kitchens, bathrooms, family spaces, living rooms, bedrooms, basements, garages, laundry rooms, home offices, patios, decks, screened porches, additions, outdoor kitchens, exterior makeovers, horse barns, asbestos remediation, crawl space encapsulation, and all interior and exterior construction—will be free from major structural defects for a period of seven (7) years from the date of substantial completion.

- **Major Structural Defect:** A defect in a load-bearing component of the structure that adversely affects its load-bearing function to the extent that the structure becomes unsafe or uninhabitable.

2. Warranty Commencement Date

- The warranty period begins on the date of substantial completion of the project. Date Completed _____
- Warranty is subject to the following: Contractor has been paid in full for the workmanship according to contract documents.

3. Contractor's Obligations

Upon notification from the homeowner ("Owner") of any major structural defect within the warranty period, the Contractor agrees to repair or replace the defective structural component at no cost to the Owner. The Contractor will determine the appropriate method of repair or replacement.

4. Owner's Obligations

- **Notification:** The Owner must notify the Contractor in writing of any major structural defects covered by this warranty within the warranty period.
- **Maintenance:** The Owner is responsible for routine maintenance and care of the property. Neglect, misuse, or failure to maintain the property may void this warranty.

5. Exclusions

This warranty does not cover:

- **Pre-Existing Conditions:** Issues that existed prior to the Contractor's service work or damage not addressed in the scope of the service work.
- **Third-Party Modifications:** Defects resulting from work performed by individuals or entities other than the Contractor.
- **Acts of Nature:** Damage caused by natural disasters, including but not limited to floods, earthquakes, and storms.
- **Consequential Damages:** Damage due to misuse, neglect, or lack of proper maintenance by the owner; or wear and tear from normal usage.

6. Claim Process

To make a claim under this warranty:

- Notify Bay America in writing within **7 years** of completion.
- Provide a description of the issue with photos (if applicable).
- Bay America will assess the issue and arrange rectification within a reasonable timeframe.

7. Transferability

This warranty is non-transferable and applies only to the original Owner for whom the service work was performed.

8. Governing Law

This warranty shall be governed by the laws of Maryland in which the service work was performed.

9. Limitation of Liability

The Builder's liability under this warranty is limited to the repair or replacement of defective components as specified herein. Under no circumstances shall the Builder be liable for any amount exceeding the original purchase price of the work.

 Bay America
 Representative

 Date