

SAMPLE CONTRACT TERMINATION AND RELEASE OF LIEN FORM

GENERAL CONTRACTOR'S AFFIDAVIT AND LIEN WAIVER

UNIT/PARCEL # _____ **CONTRACTOR:** _____

OWNER: _____

ADDRESS: _____

THAT I, the undersigned, being duly sworn, do depose and say that I terminate construction on the above described property.

THAT the improvements on the subject property have been fully completed in substantial conformity with the contract.

THAT I accept \$ _____ as full and final payment on the improvements on the subject property.

THAT all the materials used in said improvement, all labor performed thereon and all fees, industrial insurance and permits, in connection with the said improvements which might give rise to liens on the within described property have been paid in full.

Listed below are all subcontractors and major materialmen included in this work. Attached are waivers of liens from all of them as substantiation of the above statement.

Name of Subcontractor or Materialmen and Address

THAT the affidavit hereby waives any lien or right to lien which he/she may have against the described property and warrants to save harmless the said Property Owner and the Community Development Office of the City/County of from any liens which are now in existence, or may hereafter arise by reason of said improvements, and cause the same to be released of record immediately.

THAT the foregoing waiver and these statements are an express warranty and representation to the Community Development Agency of the City/County of and the Property Owner of the facts herein sworn to and is made for valuable consideration, receipt whereof is acknowledged.

That undersigned hereby guarantees the work performed for a period of one (1) year from the date of final acceptance of all the work required by the contract, and Certification of Final Inspection, dated _____. He/she also attaches herewith all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the contract.

CONTRACTOR

OWNER

GRANTEE

SUBSCRIBED AND SWORN to before me this _____ day of _____ 20____.

NOTARY PUBLIC

My Commission Expires:

CONTRACTOR'S WARRANTY

The following items shall be considered under warranty by the Building Contractor:

1. Siding - Vinyl siding falls off. Areas of vinyl siding generally at risk are the top run of siding or the gable ends. NOTE: Siding is supposed to be loose. If one or two interlocking sections become un-connected, it is the owner's responsibility to snap them back together again.
2. Brick - Brick will naturally fade in color over time. Color change is not a warranty item. Bricks are constructed on a brick ledge and are secured to the framed walls with brick ties. Bricks and mortar should not crack unless there has been a ground disturbance. Settling brick, cracked brick, and brick sections sagging away from the framed wall will be inspected by the LPA to determine the problem and correction.
3. Roof - New shingles installed in the heat of summer, generally bond together quickly into a solid unit. Shingles installed in the cooler months of the year do not bond until the sun heats them. If shingles blow off, the contractor is to replace them. If shingles merely look uneven or loose, it is because they have not yet heated together. This is not a warranty item.
4. Foundations - Houses are constructed according to the latest code approved by local authorities. Footers are installed below the frost line. Often, over time, small cracks will appear between concrete blocks. These cracks do not affect the structural integrity of the building, and are not considered part of the warranty.
5. Water Standing Beneath the Structure - Existing houses that have not been raised are not warranted against this item. New houses are constructed at the proper height according to code. If there is standing water under the (either new or rehabbed) house, the HOMEOWNER should first check to be sure that foundation vents are open to allow moisture to escape. If the vents do not correct the problem, then the problem will be examined on a parcel-by-parcel basis. THIS IS NOT A NORMAL WARRANTY ITEM.
6. Windows - Windows that have been re-glazed and painted are not weather tight. The possibility of draft stoppage is corrected as much as possible in a rehab, but old windows are never as draft tight as new windows. Drafts are not a warranty item.

Stuck Windows - The windows are to be operable when the final inspection is made. New windows are expected to operate easily over time. Old windows that have been painted may be stuck shut after a rainy period or after remaining closed through the winter. Unsticking these windows is not a warranty item. New windows that do not operate after being closed for the span of winter will be inspected by the Agency as to the cause and repair.

Storm Windows - Storm windows are not draft or wind proof. If storm windows

do not operate after an in operated period, and if the homeowner cannot operate them without causing damage to the window, the windows will be inspected and a correction method determined by the Agency.

Broken Glass - Windows broken after the final inspection are not a warranty item. Broken windows must be repaired immediately by the homeowner to prevent other damage to the house.

7. Exterior Doors - Doors that have been rehabbed (painted, weather-stripped and adjusted) or replaced with new units are not warranted over time for the condition of the paint, weather-stripping or adjustment. The reason is that new paint may not properly bond over time to old paint. The house may settle over time causing further misalignment of the door and the weather-stripping.

New House Doors - These should remain aligned over time as they are installed as a unit. If the door fails to shut properly, it will be inspected by the Agency to determine the cause and proper correction of the problem. The owner may be responsible for making the correction.

Storm Doors - Storm doors are inspected at the project completion and will work properly to pass inspection. Adjustment of the latch is not a warranty item. Damage to the storm doors due to wind, or misuse (leaving the door unlatched to catch the wind or over stressing the hydraulic piston) is not a warranty item. Bent cylinder rods are not a warranty item.

Broken Glass - Door glass broken after the final inspection is not a warranty item. Broken glass must be repaired immediately by the homeowner to prevent other damage to the house.

8. Interior Doors - Interior doors that have been replaced or adjusted may become misaligned over time. Note that doors are designed to carry their own weight only and will not properly support clothes, coats and people while remaining aligned. If doors begin to stick or are difficult to operate during the one-year period, they will be inspected by the Agency and a correction will be determined. If there is evidence that the doors have been misused by the owner/occupant (operating doors with hangers or clothes between the door and jamb), the remedy will automatically be the responsibility of the owner.

9. Exterior Paint - Most houses will not be painted as part of the project, only special cases such as historic buildings will be painted. Those houses that are painted will receive quality paint, but realistically, new paint over possible lead-based paint will not last more than a year. If there is a paint problem, the house will be inspected and a determination will be made on a parcel-by-parcel basis.

Interior Paint - The paint is inspected at the final close of the contract. If the paint becomes discolored or peels, apparently due to excessive moisture or another reason, the job will be inspected and a correction recommended. If the paint is damaged by mistreatment by the homeowner/occupant through misuse, lack of cleaning or scratching, the warranty is void and the owner is responsible to have

the damaged areas repainted immediately to prevent structural damage.

10. Water Heater, Furnace - If the water heater should fail to perform, the owner should first, if gas, check the pilot light, or if electric, check the breaker (NOTE: electric heat pumps and hot water heaters are generally double-breakered with one in the main box and one by the unit, check both). If the pilot does not remain lighted or the breaker immediately kicks, the owner should immediately contact the contractor for repairs during the one-year warranty timeframe.
11. Plumbing - Stoppages in the drains and traps are the responsibility of the homeowner. In addition, if there is a leak in a hand-tightened trap, it is the owners responsibility to tighten the trap (no tools are necessary). Major leaks such as cracked pipes or a leak at a permanent (soldered or glued) fitting may be a warranty item (piping is guaranteed by the contractor to fifteen (15) degrees). A determination will be made as to the cause. If the house was unheated or the plumbing abused, the warranty is void. If the foundation vents are left open in the winter, the warranty is void. A minor leak such as a loose connection at a threaded fitting (pressure or drain) is not a warranty item and must be immediately corrected by the owner tightening the loose fitting. A pressure problem that was not present at the final inspection will be inspected by the Agency and a determination of cause and a remedy will be recommended.
12. Gutters - Stopped up gutters are not a warranty item. Gutters that have been damaged by a storm or ice are not a warranty item. Gutters that have pulled loose due to improper installation will be inspected by the Agency and a remedy recommended.
13. Extended Warranties - Those items such as heat pumps, furnaces, hot water heaters, etc., that carry extended warranties for the item (either parts or parts and labor) are the responsibility of the owner. The contractor will service the unit if it fails during the first year. The owner may contract with the installer, separate from he agency, to maintain the unit for an extended period, or may contact a local repairman for service.

Owner

Contractor

Date

Witness