



# DC0700

## NOTICE OF CLAIM AND RIGHT TO REPAIR 1/2

**DATE OF AGREEMENT:**

0/0/2021

**JOB#:DC0700**

Contractor and Owner agree to be bound by the following procedure in the resolution of any home improvement defect claim for which Owner contends Contractor should be liable or responsible under any express warranty provision, any statutory warranty requirement, any implied warranty, including an implied warranty of habitability or an implied warranty of workmanlike construction, under any allegation of negligence, breach of contract, misrepresentation or fraud, or any other asserted grounds.

Not later than thirty (30) days after discovery of an asserted home improvement defect, Owner shall serve Contractor with written notice of an asserted home improvement defect, and shall specify the nature of the asserted defect. Any additions to the description of the asserted defect(s) shall require the service of a separate timely written notice, as provided in this agreement.

Upon service of the written notice, Owner shall provide Contractor with reasonable and timely access to the Project location for inspection of the asserted defect(s). Inspection shall be undertaken not more than 14 days from the date of service. Contractor shall respond to Owner in writing not more than 14 days from the date of inspection.

Contractor's written response shall include either an offer to remedy or repair the asserted defect, and/or an offer to settle the claim by monetary payment, or a denial of liability or responsibility for the asserted claim. The failure of Contractor to inspect and/or respond as provided in this agreement, or the denial by Contractor of liability or responsibility, shall permit Owner to take immediate action to resolve any asserted home improvement defect claim set forth in the written notice, in accordance with the Contract.

Owner agrees to accept any reasonable offer made by Contractor to remedy, repair and/or pay such monetary damages where the damage may be closely caused by the asserted

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home improvement defect. The failure of Owner to accept a reasonable offer made by Contractor, shall limit any recovery by Owner to the express terms of Contractor's reasonable offer. Upon acceptance by Owner, Contractor shall have 14 days to comply with the terms of the accepted offer.

Owner agrees to take no action to initiate arbitration or litigation, whichever is agreed to under the Contract, against the Contractor pertaining to any home improvement defect claim, unless and until the above stated procedures have been followed and the prescribed time periods have expired without a resolution as provided in this agreement. Failure to adhere to these procedures and the prescribed time periods shall serve as ground for summary dismissal, without prejudice, of any arbitration or judicial proceeding filed by Owner against Contractor pertaining to any home improvement defect claim.

Any applicable statute of limitations shall be tolled for the period of time necessary to comply with the procedures and prescribed time periods set forth above. Those provisions shall not, however, further extend any warranty period. It is specifically agreed that any and all efforts by Contractor to remedy or repair any asserted home improvement defect shall not operate to extend any applicable statute of limitations, shall not cause a new statute of limitations period to commence from the date of any repair, and shall not cause a new statute of limitations to commence or be created on account of any remedy or repair effort. It is specifically agreed that any and all efforts by Contractor to remedy or repair any asserted home improvement defect shall not operate to extend any existing warranty period, and shall not operate to create a new period of warranty.

**SINGATURE OF BUYER/HOME OWNER**

[OR HIS AGENT OR OTHER CONTRACTED PARTY]

X \_\_\_\_\_

**SIGNATURE** **DATE:**

**SIGNATURE OF CONTRACTOR**

[OR SALESMAN ON BEHALF OF CONTRACTOR]

X \_\_\_\_\_

**SIGNATURE** **DATE:**