YOUR NEW HOME

10 YEAR STRUCTURAL LIMITED WARRANTY COVERAGE

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BUILDER/SELLER'S EXPRESS LIMITED WARRANTY

SECTION I. YOUR WARRANTY BOOKLET AND CERTIFICATE OF WARRANTY COVERAGE.

This booklet and the **Certificate of Warranty Coverage** are very important legal documents that fully define the provisions of **Your Builder/Seller**'s express limited warranty, **Your** rights and **Your Builder/Seller**'s rights and obligations. Therefore, it is important to keep this booklet and the **Certificate of Warranty Coverage** with other legal documents that are important to **You**.

Your warranty is not a policy of insurance, a maintenance agreement or a service contract. If **You** have a mortgage on **Your Home**, **Your** lender may insist that **You** have a homeowners' insurance policy. This warranty is not a homeowners' insurance policy.

The provisions of this warranty may not be changed by **Your Builder/Seller** or by any other person. If any provision of this warranty is found to be unenforceable, however, the remaining provisions will remain in full force and effect.

A. TRANSFERRING YOUR BUILDER/SELLER'S EXPRESS LIMITED WARRANTY.

If **You** sell **Your Home** during the term of the express limited warranty, this warranty automatically transfers to the next owner, and any subsequent owners. This means all of **Your** rights and obligations under this warranty, up to the remaining amount of the **Warranty Limit**, will transfer without cost to each purchaser of **Your Home** or any person who otherwise obtains title to **Your Home**, including any mortgagee in possession, for the remaining term of the warranty.

When **You** sell **Your Home**, **You** agree to give this warranty booklet and the **Certificate of Warranty Coverage** to **Your** buyer in order to make it possible for the buyer to understand his or her rights and fulfill his or her obligations under the provisions of this express limited warranty.

If **You** are a successive owner of the **Home**, **You** may benefit from the coverage provided by this express limited warranty, but in return **You** are bound by all of the terms and conditions of this warranty including but not limited to the procedures that must be followed to make a claim and the obligation to participate in arbitration as set out in this warranty.

B. WORDS WITH SPECIAL MEANINGS.

Generally speaking, the words used in this warranty have their normal everyday meaning. In some cases, however, a word will be used as shorthand to describe specifically one of the key provisions contained in this express limited warranty. In those cases, the words will be capitalized, and the capitalized word will always have the same special meaning.

Most defined terms are described in this section, however, other sections of this warranty booklet may contain other defined terms. The words being given a special meaning in this section are as follows:

"**Builder/Seller**" means the **Home Builder/Seller** listed on the **Certificate of Warranty Coverage**, and is the person or company providing **You** with this express limited warranty.

"**Certificate of Warranty Coverage**" is the document issued by 2-10 HBW confirming that **Your Builder/Seller** took all steps required to make the express limited warranty on **Your Home** effective.

"**Common Element**" means any portion of a **Multi-Family Building** which is defined as a **common element** in either common interest ownership laws or in the declaration establishing such community.

"**Commercial Space**" means any unit within a **Multi-Family Building** that is used primarily for a non-residential purpose, including, without limitation, club houses and recreational facilities.

"**Effective Date of Warranty**" means the date the express limited warranty goes into effect. That date will be the earliest of: (1) the closing date on which **You** purchased the **Home**, (2) the date title to the **Home** was transferred to **You** if title was transferred before **Your** closing date, or (3) the date anyone first began living in the **Home** if before **Your** closing date.

"**Home**" means the dwelling unit and garage (if any) or the **Commercial Space** (if any) located at the address shown in the **Certificate of Warranty Coverage**.

"**Multi-Family Building**" is a building in a common interest community that may consist of dwelling units, shared parking spaces, **Commercial Space**(s) and/or **Common Element**s.

"**Structural Defect**" is defined in Section II of this warranty booklet.

"**You**", "**Your**", and similar words means the person or persons who are the legal owners of the **Home** covered by this express limited warranty.

"**Warranty Insurer**" is the **Builder/Seller**'s **Warranty Insurer** as shown in the **Certificate of Warranty Coverage**.

"**Warranty Limit**" is the aggregate financial obligation of the **Warranty Insurer** for all claims under this warranty and is the sum stated on the **Certificate of Warranty Coverage**.

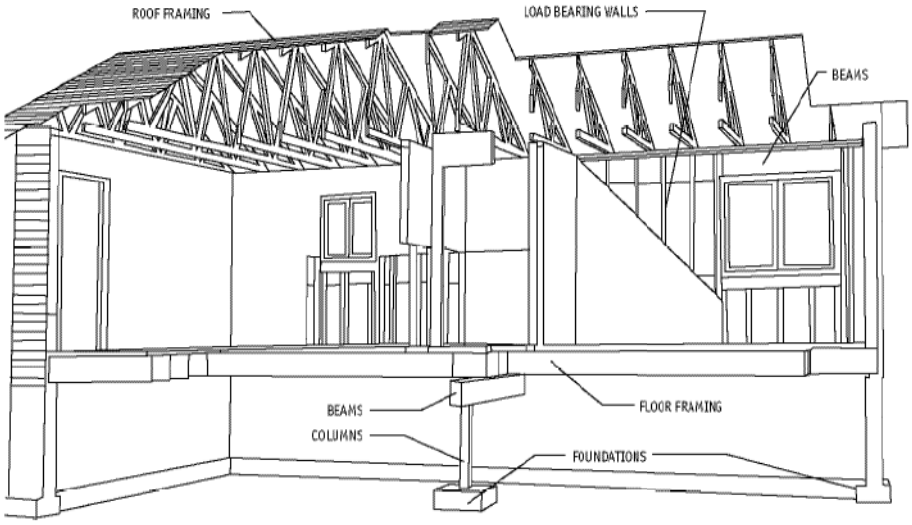
SECTION II. THE WARRANTIES PROVIDED BY YOUR BUILDER/SELLER.

STRUCTURAL DEFECT WARRANTY.

Your Builder/Seller is providing a **Structural Defect** Warranty. This means that the **Builder/Seller** warrants that **Your Home** will be free from **Structural Defects** from the **Effective Date of Warranty** for ten years.

A **Structural Defect** is defined as actual physical damage to the designated load-bearing elements of the **Home** caused by failure of such load-bearing elements which affects their load-bearing functions to the extent that **Your Home** becomes unsafe, unsanitary, or otherwise unlivable. This is coverage for catastrophic failure of load-bearing elements of **Your Home**. The designated load-bearing elements that are covered under the **Structural Defect** Warranty are:

1. Footings and Foundation systems;
2. Beams;
3. Girders;
4. Lintels;
5. Masonry Arches;
6. Columns;
7. Load-bearing walls and partitions;
8. Roof framing systems; and
9. Floor systems.



STRUCTURE
Examples of items typically covered under the ten year Structural Defect Warranty.

The remaining elements of **Your Home** are not load-bearing elements under this **Structural Defect** Warranty. A non exclusive list of some of the non-load-bearing elements in **Your Home** not covered by this **Structural Defect** Warranty are:

1. Non-load-bearing partitions and walls;
2. Wall tile or paper, etc.;
3. Drywall and plaster;
4. Flooring and sub-flooring material;
5. Stucco, brick and stone veneer;
6. Any type of exterior siding;
7. Roof shingles, roof tiles, sheathing, and tar paper;
8. Heating, cooling, ventilating, plumbing, electrical and mechanical systems;
9. Appliances, fixtures or items of equipment;
10. Doors, trim, cabinets, hardware, insulation, paint, stains; and
11. Basement, garage, driveways and other floating, ground-supported concrete slabs.

SECTION III. THE OPTION TO REPAIR, REPLACE OR PAY FOR THE STRUCTURAL DEFECT.

A. PROVISIONS APPLICABLE TO STRUCTURAL DEFECT.

The **Builder/Seller** or **Warranty Insurer** shall have the option to repair, replace or pay **You** the reasonable cost of repair of any **Structural Defect**. The design, method and manner of such repair shall be within the sole discretion of the **Builder/Seller** or **Warranty**

Insurer. At the time of repair, replacement or payment for the repair of any **Structural Defect**, **You** must:

1. assign to the **Builder/Seller** or **Warranty Insurer** any rights **You** may have against any other person with respect to the **Structural Defect**. **You** must not do anything to spoil these rights to collect damages from another party, and
2. sign and deliver a full and unconditional release of the Builder/Seller, in recordable form, of all legal obligations with respect to the warranted items and conditions arising from those items.

If an improvement, fixture or property not constructed by the **Builder/Seller** is damaged or requires removal during the repair, it is **Your** sole responsibility, and not the responsibility of the **Builder/Seller** or **Warranty Insurer**, to pay for the cost of repair or removal of such improvement, fixture or property. No repair shall extend the term of this express limited warranty as to any **Structural Defect**, including without limitation, the **Structural Defect** that was the subject of the repair.

3. The repair of a **Structural Defect** is limited to:
    1. The repair of damage to designated load-bearing portions of the **Home** which is necessary to restore their load-bearing ability;
    2. The repair of designated non-load-bearing portions, items or systems of the **Home**, damaged by the **Structural Defect**, which make the **Home** unsafe, unsanitary, or otherwise unlivable (such as the repair of inoperable windows, doors and the restoration of functionality of damaged electrical, plumbing, heating, cooling, and ventilating systems); and
    3. The repair and cosmetic correction of only those surfaces, finishes and coverings, original with the **Home**, damaged by the **Structural Defect**, or which require removal and replacement attendant to repair of the structural damage, or to repair other damage directly attributable to the **Structural Defect**.

Repairs of the **Structural Defect** are intended to restore the Home to approximately the condition just prior to the **Structural Defect**, but not necessarily to a like-new condition.

B. ACCESS TO YOUR HOME FOR INSPECTING AND MAKING REPAIRS.

In order to carry out the warranty responsibilities, the **Builder/Seller** or **Warranty Insurer** will require access to **Your Home**. If **Your Home** is in a **Multi-Family Building**, **You** agree (after reasonable notice) to allow access to, or within **Your Home** during normal business hours so repairs may be made to any adjacent unit or **Common Element**. If emergency repairs are necessary and **You** cannot be reached within a reasonable time period, **You** waive such notice. If **You** do not provide access to **Your Home** during normal business hours to inspect, repair, or conduct tests on **Your Home** as may be required to evaluate or repair a **Structural Defect**, **You** are relieving the **Builder/Seller** or **Warranty Insurer** of all responsibility to make repairs, replace or pay for any **Structural Defect** under this warranty.

In addition to the right to inspect **Your Home** the **Builder/Seller** or **Warranty Insurer** shall have the right, in advance of any arbitration concerning **Your Home**, to re-inspect **Your Home** if the request for arbitration is made more than sixty (60) days after the last claim decision concerning the claim that is the subject of the arbitration.

C. THE LIMITS OF YOUR WARRANTY.

Every time **Your Builder/Seller** or **Warranty Insurer** pays a claim under this warranty, the amount of that payment is deducted from the **Warranty Limit**. When the **Warranty Limit** is exhausted, there is no longer warranty coverage for **Your Home**. A claim payment includes the cost to the **Builder/Seller** of repairing a **Structural Defect** in **Your Home** covered under this warranty. However, a claim payment does not include the cost of investigating the claim.

If the claim payment is for a **Common Element**s **Structural Defect**, the **Warranty Limit** on each enrolled **Home** in the **Multi-Family Building** still covered by an unexpired warranty shall be reduced pro-rata in the proportion which the **Common Element**s claim payment bears to the total original sales price of all such **Home**s.

Any coverage for **Your Builder/Seller**'s express limited warranty shall be excess of any other valid and collectibles , insurance available to **You** or **Your Builder/Seller**, whether primary, pro-rata or excess, and whether or not collected.

D. EMERGENCY REPAIRS.

An emergency means a substantial risk of serious physical damage to the **Home** or a substantial risk of serious bodily injury to its occupants if a **Structural Defect** is not immediately repaired. If **You** have an emergency involving a **Structural Defect**, **You** must contact the 2-10 HBW Warranty Administration Office at (720) 747-6000 immediately, who is responsible for authorizing **You** to make emergency repairs. If **You** are unable to contact 2-10 HBW Warranty Administration Office, **You** must then (1) make minimal repairs necessary to avoid the emergency until authorization for more extensive repairs has been approved, (2) take any action reasonably necessary to limit additional damage, and (3) report the emergency to the 2-10 HBW Warranty Administration Office on the next business day.

Except for authorized emergency repairs do not repair or attempt to repair a claimed **Structural Defect** before the **Warranty Insurer** has an opportunity to inspect the **Structural Defect**. Any attempt to repair a claimed **Structural Defect**, other than an authorized

emergency repair, will make it impossible to assess whether the **Structural Defect** was covered by this warranty, whether the repair was correct, cost-effective, necessary, and effective, or whether the problem could be resolved in another way. Unless an emergency **Structural Defect** repair is authorized, the **Warranty Insurer** will have no responsibility to reimburse any costs due to repair, replacement, and expenses, including engineering and attorney's fees.

E. MULTI-FAMILY BUILDINGS.

If **Your Home** is in a **Multi-Family Building** unit as defined in this Limited Warranty, **You** are being provided coverage as described under Section II which extends to **Common Element**s as also defined in this Limited Warranty.

Coverage of the **Common Element**s begins on the date the Certificate of Occupancy was issued for the building containing **Your** unit, and **Common Element**s **Structural Defects** must be reported within the applicable Warranty Term for such defects. Claims pertaining to **Common Element**s must be filed by **Your** condominium association ("Association") or representative designated by the Association using one Notice of Claim form for each affected building. The Notice of Claim form must list each unit of the building and a **Certificate of Warranty Coverage** must be attached for each unit of the building. Under the ten year **Structural Defect** warranty coverage, the maximum claim investigation fee is $250 per unit in the building or $5000 per building, whichever is less.

SECTION IV. REPORTING A STRUCTURAL DEFECT CLAIM.

A. CLAIM

If **You** believe **Your Home** has a **Structural Defect** that is covered under **Your Builder/Seller's** Structural Defect Warranty, **You** must take the steps described in Section IV.B.2. Notice of **Structural Defect** must be made by the homeowner, except for **Multi-Family Building**s, notice for each affected building must be made by the homeowner's association or its designated representative, along with a copy of the **Certificate of Warranty Coverage** for each **Home** in the building.

B. NOTICE TO 2-10 HBW WARRANTY ADMINISTRATION.

A **Structural Defect** must be reported to 2-10 HBW Warranty Administration as soon as possible but no later than 30 days after the expiration of the applicable term of the warranty. All Notice of Claims Forms received more than thirty (30) days after the expiration of the warranty term will be denied and neither and **Your Builder/Seller** or the **Warranty Insurer** will have any obligation to **You** for the repair of these **Structural Defects**. These time limits are a material condition of **Your** Limited Warranty.

You must complete the following two steps:

a. Complete the appropriate Notice of Claim Form ("Notice"), which is found at the back of this warranty booklet.

b. Send one copy of the Notice to 2-10 HBW, and include:

1. A copy of **Your Certificate of Warranty Coverage**; and
2. A $250 claim investigation fee payable to the **Warranty Insurer** to:

2-10 Home Buyers Warranty
Warranty Administration Department
10375 East Harvard Avenue, 5th Floor
Denver, CO 80231
Phone: 855.429.2109

We recommended (but do not require) that **You** send this notice by certified mail, return receipt requested, so **You** have a record of when the notice was sent and received.

SECTION V. THE EFFECT OF THIS WARRANTY ON YOUR LEGAL RIGHTS.

You have accepted this express limited warranty provided in this warranty booklet. All other express or implied warranties, including oral or written statements or representations made by Your Builder/Seller or any implied warranty of habitability, merchantability or fitness, are disclaimed by Your Builder/Seller and waived by You to the extent possible under the laws of Your state. You may have other remedies as provided under the law of the state where the Home is located.

***California:** The protection provided under this Warranty is not in limitation of, but is in addition to any other rights provided to You under California law.

***Kansas:** You have not waived the implied warranties and the Warranty is not Your exclusive remedy. You may have other remedies as provided to You under Kansas law.

***Florida:** Units located in Multi-Family Buildings may have additional statutory protection under Florida law.

***Oregon:** Units located in Multi-Family Buildings may have additional statutory protection under Oregon law.

SECTION VI. **ARBITRATION OF DISPUTES.**

To expedite the resolution of any and all claims, disputes and controversies by or between the homeowner, the **Builder/Seller**, 2-10 HBW, as administrator, the **Warranty Insurer** or any combination of the foregoing, arising from or related to this limited Warranty, the Warranty Insurance Policy or the 2-10 HBW Program, shall be settled by binding arbitration. Agreeing to arbitration means **You** are waiving **Your** right to a jury trial, class action or consolidation.

Any party shall be entitled to recover reasonable attorney's fees and costs incurred in enforcing this arbitration agreement. The decision of the arbitrator shall be final and binding and may be entered as a judgment in any State or Federal court of competent jurisdiction.

A. SELECTING AN ARBITRATION SERVICE.

The arbitration shall be conducted by DeMars & Associates, Ltd. or by Construction Dispute Resolution Services, LLC, or by any mutually agreeable arbitration services, pursuant to the applicable rules in effect at the time of the arbitration. The choice of the arbitration service shall be that of the homeowner, or if the homeowner is not involved, the party who initiates the arbitration shall choose the arbitration service. No arbitration proceeding shall involve more than one single-family detached dwelling or more than one **Multi-Family Building**. The arbitrator shall render an award in accordance with the substantive law in the state in which the **Home** is located. The decision of the arbitrator shall be final and binding and may be entered as a judgment in any State or Federal court of competent jurisdiction.

B. DISPUTES CONCERNING THE APPLICATION OF THIS ARBITRATION AGREEMENT.

The parties expressly agree that this arbitration agreement involves and concerns interstate commerce and interpretation of this arbitration agreement shall be governed by the Federal Arbitration Act (9 U.S.C. § 1, et seq.) ("FAA"), to the exclusion of any different or inconsistent state or local law, ordinance or judicial rule. This arbitration agreement is a self-executing arbitration agreement. Any disputes concerning the interpretation or enforceability of this arbitration agreement, including without limitation, its revocability or voidability for any cause, the scope of arbitrable issues, and any defense based upon waiver, estoppel or laches, shall be decided by the arbitrator.

C. COST OF ARBITRATION.

All administrative fees of the arbitration service and fees of the arbitrator shall be allocated to the parties as provided in the rules of the arbitration service, subject to the discretion of the arbitrator to reallocate such fees in the interests of justice.

D. FOR WARRANTIES ISSUED IN CALIFORNIA:

For 2-10 HBW Warranties issued on **Home**s located within the State of California, the arbitration provisions are amended as follows. The FAA shall govern the enforceability of this arbitration agreement, to the exclusion of any state law (statutory or judicial). Arbitration shall not be to stayed or denied enforcement pursuant to California Code of Civil Procedure § 1281.2(c). An arbitration service or arbitrator conducting an arbitration must satisfy the disclosure requirements mandated under the California Arbitration Act. The arbitrator shall not have the power to commit errors of law or legal reasoning. California procedural and substantive laws and the California Arbitration Act relating to the process of modifying, confirming, or vacating an arbitration award shall be the governing law with respect to the finality of any resulting arbitration award. Any award pursuant to this arbitration agreement will be subject to judicial vacatur if the award manifests legal errors. The arbitrator shall prepare in writing and provide to the parties an award including factual findings and the reasons on which his decision is based. A party may apply to such court for an order confirming, modifying or vacating the award, and upon the court's review of (a) whether the findings of fact rendered by the arbitrator are supported by substantial evidence and (b) whether, as a matter of law based on such findings of fact, a judgment shall be entered in favor of either party consistent with such review.

SECTION VII. **YOUR RESPONSIBILITIES UNDER THIS EXPRESS LIMITED WARRANTY.**

You are responsible for proper maintenance of **Your Home** including maintaining **Builder/Seller**-set grades around the **Home**, planting trees and shrubs at the proper distance from the **Home**, and conforming to generally accepted landscape practices for **Your** region. **Your Builder/Seller** is not responsible for problems that arise if **You** do not meet these responsibilities. Also, all new homes go through a period of settlement and movement, and **Your Home** may experience some minor material shrinkage, cracking and other events which are normal and customary. Examples include small cracks in drywall and paint; and separation where dissimilar materials meet each other — for example, where moldings meet sheetrock, or where tile grout meets a sink. In most cases, paint and caulking is all that is necessary to conceal these types of blemishes that result from the natural expansion and contraction of construction material. Because these events are normal and customary, they are not **Structural Defect** that are covered by this express limited warranty.

SECTION VIII. **EXCLUSIONS.**

Unless **You** and **Your Builder/Seller** have agreed in writing otherwise, this limited warranty does not provide coverage for any of the following items, which are specifically excluded.

1. Damage to land and other real property that was not part of **Your Home**, or any property that was not included in the purchase price stated on the **Certificate of Warranty Coverage**;
2. Damage to swimming pools, tennis courts and other exterior recreational facilities; boundary walls, retaining walls and bulkheads (except where boundary walls, retaining walls and bulkheads are necessary for the structural stability of the **Home**); fences; landscaping (including sod, seeding, shrubs, trees, and plantings); sprinkler systems, patios, decks, stoops, steps and porches, outbuildings, detached carports, or any other appurtenant structure or attachment to the dwelling; or other additions or improvements not a part of **Your Home**;
3. Loss or damage which arises while **Your Home** is being used primarily for nonresidential purposes;
4. Changes in the level of underground water table which were not reasonably foreseeable at the time of construction of **Your Home**;
5. Failure of **Your Builder/Seller** to complete construction.
6. Noncompliance with plans and specifications; violations of local or national building codes, ordinances or standards;
7. Any condition which has not resulted in actual physical damage to **Your Home**;
8. Any loss or damage that is caused or made worse by any of the following causes, whether acting alone or in sequence or concurrence with any other cause or causes whatsoever, including without limitation:
   a. Negligence, improper maintenance, defective material or work supplied by, or improper operation by, anyone other than **Your Builder/Seller** or its employees, agents or subcontractors;
   b. **Your** failure to give prompt and proper notice to 2-10 HBW and the **Warranty Insurer** of any **Structural Defect**;
   c. Change of the grading of the ground that does not comply with accepted grading practices, or failure to maintain the original grade;
   d. Riot or civil commotion, war, vandalism, hurricane, tornado or other windstorm, fire, explosion, blasting, smoke, water escape, tidal wave, flood, hail, snow, ice storm, lightning, falling trees or other objects, aircraft, vehicles, mudslide, landslide, avalanche, earthquake, or volcanic eruption, sinkholes, or geological phenomenon involving slope instability;
   e. Abuse or use of **Your Home**, or any part thereof, beyond the reasonable capacity of such part for such use;
   f. Microorganisms, fungus, decay, wet rot, dry rot, soft rot, rotting of any kind, mold, mildew, vermin, termites, insects, rodents, birds, wild or domestic animals, plants, corrosion, rust, radon, radiation, formaldehyde, asbestos, any solid, liquid or gaseous pollutant, contaminant, toxin, irritant or carcinogenic substance, whether organic or inorganic, and electromagnetic field or emission, including any claim of health risk or uninhabitability based on any of the foregoing;
   g. **Your** failure to minimize or mitigate any defect, condition, loss or damage as soon as practicable;
9. Any loss or damage caused by buried debris, underground springs, sinkholes, mineshafts or other anomalies which were not reasonably foreseeable in a building site **You** provided;
10. Any defect or damage **You** knew about prior to the **Effective Date of Warranty**.
11. Any request for warranty performance submitted to **Your Builder/Seller** after an unreasonable delay or later than 30 days after the expiration of the applicable term of this warranty, regardless of the reason such request was submitted more than 30 days after the expiration of the applicable term of this warranty;
12. Loss caused, in whole or in part, by any peril or occurrence for which compensation is provided by state legislation or public funds;
13. Diminished market value of **Your Home**;
14. Any and all consequential loss or damage, including without limitation, any damage to property not covered by this warranty, any damage to personal property, any damage to property which **You** do not own, any bodily injury or personal injury of any kind, including physical or mental pain and suffering and emotional distress, any medical or hospital expenses, lost profits, costs of shelter, transportation, food, moving, storage, or other incidental expenses related to relocation during repair, or any other costs due to loss of use, inconvenience, or annoyance;
15. Any **Structural Defect** first occurring after the applicable term of this limited warranty expires.

This Limited Warranty covers only those **Structural Defects** which first occur during the Warranty Term; any **Structural Defects You** knew about prior to the **Effective Date of Warranty** such as "walk through" or "punch-list" items are not covered.

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2-10 Home Buyers Warranty | Warranty Administration Office
10375 East Harvard Ave., Suite 100 | Denver, CO 80231 | 855.429.2109

NOTICE OF CLAIM FORM FOR STRUCTURAL CLAIMS ONLY

Please read the 2-10 Home Buyers Warranty® Booklet, section IV, page 5, for filing instructions and pertinent information.

Name:_____

Address Of Claim:_____
Street City State Zip

Home Phone:_____ Business Phone:_____

Effective Date Of Warranty:_____ Certificate of Warranty Coverage #:_____
(Date of Closing or First Occupancy)

Please note that the 2-10 Home Buyers Warranty® Program provides Limited Structural Defect Warranty Coverage which is subject to exclusions and conditions. You are encouraged to review the Structural Coverage provisions of your Warranty Booklet.

Please answer the following questions:

1. Have you reviewed the Definition of a Structural Defect in your Warranty Booklet? Yes ☐ No ☐
2. Do you believe that you have actual physical damage to one or more of the listed load bearing portions of your home? Yes ☐ No ☐
3. Have you reviewed the list of non-load-bearing elements which would not qualify as a Structural Defect under this coverage? Yes ☐ No ☐
4. Do you feel that your home is unsafe, unsanitary or otherwise unlivable as a result of the defect? Yes ☐ No ☐

Nature of Defect (Be specific; If available, enclose photographs; attach separate sheet if necessary)

_____

_____

_____

Date Defect First Observed:_____

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder (Builder/Seller) or claimant (Homeowner) for the purpose of defrauding or attempting to defraud the policyholder (Builder/Seller) or claimant (Homeowner) with regard to a settlement or award payable from insurance proceeds shall be reported to the insurance commissioner or your state.

CHECK ONE *(if applicable)*: 1) ☐ FHA 2) ☐ VA 3) ☐ RHS
CASE #:_____
If you are the original owner, and your Home has FHA/VA financing, please provide the following:
Name of Mortgage Company:_____
Address of Mortgage Company:_____

_____
Homeowner Signature: Date:

_____
Homeowner Signature: Date:

WARRANTYADMINISTRATION@2-10.COM | FAX: 303.368.0529

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SUCCESSIVE HOMEOWNER TRANSFER AND ACCEPTANCE

As the successive homeowner of the home located at_____(Home) I/We accept any coverage remaining on the 2-10 HBW Warranty provided by the Builder/Seller that first sold the newly constructed Home. I/We have reviewed and agreed to all the terms in the 2-10 HBW warranty booklet.

I/We understand that Home Buyers Warranty Corporation (2-10 HBW) is not the warrantor of the Builder/Seller's 2-10 HBW warranty, but rather provides services to administer the warranty.

I/We agree to the Binding Arbitration process for resolving warranty disputes between us, the Builder/Seller and/or the Warranty Insurer.

Signature(s) of successive Home Buyer(s):

_____ SIGN

_____ PRINT

_____ SIGN

_____ PRINT

_____ PHONE

_____ EMAIL

_____ DATE

In order to process this request, please mail this form and a check in the amount of $20 payable to 2-10 HBW to:

2-10 Home Buyers Warranty Corporation
Warranty Administration Department
10375 East Harvard Avenue, Suite 100
Denver, CO 80231

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For more information about our New Home Warranty program, call 855.429.2109 or visit 2-10.com

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