



urbanehome

DWELL IN STYLE

Certificate of Warranty

URBANE HOME, LLC

1017 W. WASHINGTON BLVD, SUITE 2F

CHICAGO, ILLINOIS 60607

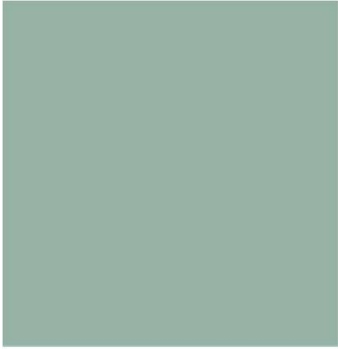


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CERTIFICATE OF WARRANTY

As the Property is newly constructed, Illinois law carries certain Implied Warranties of Habitability, Merchantability, and/or Fitness for a Particular Purpose regarding the Property (the "Implied Warranties"). Disclaimer and waiver of the Implied Warranties is not against public policy. In consideration of CLIENT(S) waiving the Implied Warranties, **URBANE HOME LLC**, an Illinois limited liability company ("UH") warrants for a period of one (1) year from the date of closing (the "Warranty Period"), the property commonly known as: **[INSERT ADDRESS]** (the "Property"), against Latent Defects arising out of faulty workmanship or material, subject to the terms and conditions set forth herein. UH's sole obligation under this Certificate of Limited Warranty is limited to the repair or replacement of the Latent Defects. For purposes of this Certificate of Limited Warranty, the term "Latent Defects shall mean those defects existing as of the Closing (i) that are not apparent at the time of CLIENT(S)' preoccupancy inspection of the Property, (ii) which first become apparent after the preparation of the Inspection Report and prior to the expiration of the Warranty Period, and (iii) for which CLIENT(S) notify UH in writing prior to the end of the Warranty Period.

UH, ITS SUCCESSORS AND ASSIGNS, (AND ITS OWNERS, OFFICERS, AGENTS, OTHER REPRESENTATIVES, MEMBERS (THE "UH REPRESENTATIVES") HEREBY DISCLAIMS AND CLIENT(S) HEREBY WAIVE(S) ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PROPERTY. UH GIVES CLIENT(S) THIS CERTIFICATE OF LIMITED WARRANTY IN CONSIDERATION OF CLIENT(S) WAIVING THE IMPLIED WARRANTIES. THIS CERTIFICATE OF LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OF UH, ITS SUCCESSORS AND ASSIGNS AND/OR UH'S REPRESENTATIVES, EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AND INURES ONLY TO THE BENEFIT OF CLIENT(S). THE CONSEQUENCE OF THIS WAIVER IS THAT IF A DISPUTE ARISES WITH UH, ITS SUCCESSORS AND ASSIGNS AND/OR UH'S REPRESENTATIVES, CLIENT(S) WILL NOT BE ABLE TO RELY ON THE IMPLIED WARRANTIES OF HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE AS A BASIS FOR PURSUING ANY CLAIMS AGAINST UH, ITS SUCCESSORS AND ASSIGNS AND/OR UH'S REPRESENTATIVES, OR AS A BASIS OF A DEFENSE IF UH, ITS SUCCESSORS AND ASSIGNS AND/OR UH'S REPRESENTATIVES, PURSUES ANY CLAIMS AGAINST THE CLIENT(S).

As to any personal property, and as to any consumer product (as that term may be defined under applicable federal, state, or local laws or their implementing regulations) that may be a part of or contained in the purchased Premises, UH neither makes nor adopts any warranty whatsoever, and specifically excludes express or implied warranties of any nature, including any implied warranty of merchantability or fitness for a particular purpose.

This Certificate of Limited Warranty is subject to the following terms, conditions and exclusions, all of which are an integral part hereof:

1. INSPECTION PROCEDURES.

- A. One Preoccupancy Inspection of the Premises shall be made prior to the scheduled Closing Date. The Preoccupancy Inspection shall be made by CLIENT in the company of a representative of UH. Portions of the construction work which UH and CLIENT mutually agree at the time of such inspection are incomplete or subject to correction ("Punch List Items") shall be listed in an inspection report (the "Inspection Report") which shall be signed by the CLIENT and UH's Representative. CLIENT must have all individuals, including any inspectors retained by CLIENT, available for a comprehensive Preoccupancy Inspection as UH will not conduct multiple inspections and the final Inspection Report will be generated at such Preoccupancy Inspection. If CLIENT does not appear for such inspection on the date which UH shall designate by written notice to CLIENT, or devote sufficient time to perform a comprehensive inspection, then UH or UH'S Representative may, but shall not be obligated to, list Punch List Items in an Inspection Report prepared on behalf of both UH and CLIENT, and said Inspection Report shall be binding on CLIENT.
- B. UH shall use commercially reasonable efforts to correct each of the Punch List items listed in the Inspection Report within a reasonable time after Closing. CLIENT will be advised of the status of corrections at the Closing;
- C. Except with respect to the correction of Latent Defects pursuant to this Certificate of Limited Warranty, UH shall not be obligated to make any corrections for Punch List Items which are not recorded on the Inspection Report. UH shall have no obligation to correct any defects which (i) first arise are the result of damage to the Premises occurring after the Closing, and (ii) first arise or are first claimed or discovered after the expiration of the Warranty Period. UH shall use commercially reasonable efforts to correct Latent Defects, within a reasonable time after the UH is notified, in writing, by the CLIENT, so long as said notice must be prior to expiration of the Warranty Period.
- D. UH will meet with CLIENT(S) up to two (2) occasions during the one (1) year Warranty Period to evaluate any warranty issues, as well as answer any questions and/or provide additional information as to home functions. UH will make attempts to proactively schedule these visits with CLIENT on or about 6 months after Closing and 11 months after Closing. These site visits are a service offering of UH to reflect its commitment to quality and customer service but can be used at the discretion of the CLIENT(S) during the one (1) year Warranty Period. Should the CLIENT(S) desire additional site visits or consultation services after the one (1) year Warranty Period, the CLIENT(S) shall contact UH to schedule additional services, at a fee, unless deemed a free of charge service by the UH.

2. WARRANTY EXCLUSIONS. The following conditions, restrictions, exclusions and limitations apply to UH'S Certificate of Limited Warranty obligations:

- A. All paint chips, scratches or mars on items such as, but not limited to tile, walls, porcelain, glass (including breakage or cracks), plumbing fixtures, and plastic laminate counter tops must be noted on the Preoccupancy Inspection Report or they will not be covered under the Certificate of Limited Warranty. In the event any repairs made by UH pursuant to this Certificate of Limited Warranty require opening of any walls, UH will be required to repaint only those portions of the wall which require repatching;
- B. Faucet leaks, toilets, floor, caulk and tile grouting are warranted for a period of sixty (60) days after closing. Thereafter, any repairs or corrections become the sole responsibility of CLIENT;

- C. Nail or screw pops, floor squeaks or cracks in the walls and ceilings that do not result from faulty workmanship or defective materials, or of abnormal movement of the building components. If an abnormal condition occurs, UH will correct such abnormal condition, within a reasonable time, provided that notice of such abnormal condition in writing, is received by UH, during the Warranty Period. In any case, UH is not responsible for any painting or redecorating;
- D. Variations in Natural Products. Natural products such as brick, stone, birch, marble, various woods, including but not limited to oak, maple, walnut and cherry and other similar products contain variations in grain and color. The CLIENT(S) acknowledge that the choice of such natural products, including but not limited to brick, stone, birch, marble, various woods, including cabinets, cabinet doors, trim, fireplaces, etc. may include areas and/or other components which vary in color and/or grain. This is not a defect, it occurs normally and naturally, and will not be replaced or “repaired” by the UH.
- E. Moisture conditions, mold, mold spores, mold growth or indoor contaminants that do not result from faulty workmanship or defective materials (“abnormal condition”). If an abnormal condition arising from faulty workmanship or defective materials occurs during the Warranty Period, UH will correct such abnormal condition within a reasonable time, provided that notice of such abnormal condition in writing, is received by UH during the Warranty Period. In any case, UH is not responsible for any painting or redecorating;
- F. Cracks in concrete walls, masonry or stucco, floors or slabs, except when causing water infiltration;
- G. Cracks in asphalt or concrete driveways and walks;
- H. Settlement of the home, including, without limitation, any issues associated with home settlement, including without limitation, millwork seams, drywall cracks, wood splintering and similar issues involving affected materials.
- I. Scaling, flaking, chipping, popping of concrete surfaces including the foundation due to settlement and/or weathering conditions.
- J. Hardwood Flooring.
- K. Warranty service is not available for and does not cover correction of the results of ordinary wear and tear, or damage due to misuse or neglect, negligence, failure to provide proper maintenance or items altered by CLIENT or CLIENT’S representative.
- L. Warranty service is not available for and does not cover damage to the plumbing system resulting from CLIENT’S or CLIENT’S representative’s introducing anything other than human waste or standard toilet paper into the plumbing system. Sanitary wipes, even those deemed ‘flushable’ by the manufacturer are damaging to the plumbing system. Damage caused by these wipes or any other foreign body will not be covered and is the responsibility of the CLIENT.
- M. Defects in the roof which are covered by a separate manufacturer’s warranty.

- N. Appliances, equipment and fixtures which are defined as consumer products under applicable laws are not covered by the UH'S warranty contained herein and are expressly excluded, such appliances equipment and fixtures are covered by manufacturer's specific warranties that the UH shall assign to the CLIENT at the closing.
- O. This certificate of limited warranty does not extend to any item which has been modified or repaired by CLIENT, or any items which are installed pursuant to a separate contract of agreement between the CLIENT and any party other than UH.

3. MANUFACTURERS' WARRANTIES. Certain Personal Property and Equipment constituting part of the purchased Premises may be supplied with manufacturers' instructions and warranties. It is recommended that the manufacturers' instruction pamphlets be read and followed. UH is not a warrantor under and does not adopt any such manufacturers' warranties. In the event of defects in such products, CLIENT should contact the manufacturer directly. UH is not responsible for the performance of any manufacturer under its warranty.

4. OTHER TERMS. This Warranty specifically excludes any and all secondary, incidental or consequential damages caused by any Punch List Item or Latent defect whatsoever or breach by UH of the terms hereof. In addition, UH is not liable for any painting or redecorating. UH shall not be liable for repair or replacement of personal property or equipment damaged or destroyed by Latent Defects that are covered under this Certificate of Limited Warranty. This Certificate of Limited Warranty is not assignable, and any attempted assignment shall be null and void. No steps taken by UH to correct Latent Defects shall act to extend the scope or duration of this Certificate of Limited Warranty beyond the Warranty Period. No UH Representative has the authority to expand or extend the scope of the Certificate of Limited Warranty or to make verbal agreements with respect thereto. Any changes must be in writing and signed by both parties. All items for correction must be in written form. CLIENT must allow UH and/or their subcontractors access to the Premises during regular business hours to perform warranty work. UH assumes no responsibility if CLIENT allows someone to enter the Premises when CLIENT is not present.

5. INSURANCE. In the event UH repairs or replaces, or pays the cost of repairing or replacing, any Defect covered by this Limited Warranty for which CLIENT is covered by insurance, CLIENT shall notify UH of such coverage, and upon the request of UH, CLIENT shall assign the proceeds of such insurance to UH to the extent of the cost to UH of such repair or replacement.

6. UH'S PERFORMANCE.

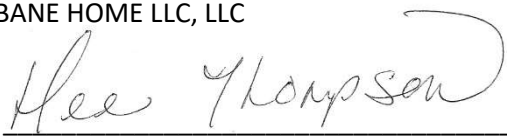
- A. If a Latent Defect occurs with respect to an item which is covered by this Certificate of Limited Warranty, UH will repair, replace, or pay CLIENT the reasonable cost of repairing or replacing the defective item. UH's total liability under this Certificate of Limited Warranty is limited to the total cost of construction. UH has, in its sole and exclusive discretion, the choice as to whether the defective item shall be repaired, replaced or payment made to CLIENT to repair or replace.
- B. When UH makes any repair, UH will restore the affected area(s) to a reasonable level of quality similar to its prior condition. CLIENT acknowledges that upon making any repair to drywall, floors, wood, etc, it will be impossible to restore such materials to the identical condition as existed prior to repair. Additionally, UH will only repair the impacted area.

C. Any repairs requested by CLIENT which are outside of the scope of this Certificate of Limited Warranty shall be performed as additional work upon the terms, including price, as may be agreed upon by the parties in a written work order.

- 7. **UH VENDORS.** CLIENT will not contact any vendors of UH, including trades and suppliers, without the approval of UH in its sole discretion. CLIENT will not identify UH to any vendor in order to solicit trade discounts. Any violation of this paragraph will result, in UH's sole discretion, in a termination of UH's obligations under this Certificate of Warranty.
- 8. **NOTICE TO SUBSEQUENT OWNER(S).** CLIENT(S) agree to give written notice of this waiver and disclaimer of the implied warranties contained herein to any subsequent owner or occupant of the Property, and to bind such subsequent owner or occupant to give notice of the waiver and disclaimer of implied warranties to any future owner or occupant of the Property. CLIENT(S) shall indemnify and hold harmless UH, its successors and assigns and UH's Representatives, against any claims of any future owner or occupant with respect to any defects within the Premises.
- 9. **NOTICES.** All notices of any warranty claim pursuant to this Certificate of Limited Warranty shall be sent to UH via (i) e-mail to the following e-mail address: hello@urbanehome.com, or (ii) the client portal at www.urbanehome.com/portal.
- 10. **SURVIVAL.** The provisions of this waiver and disclaimer of the Implied Warranties and the Certificate of Limited Warranty shall not merge with the deed and shall survive the closing.
- 11. **SEVERABILITY.** The invalidity of any agreement, restriction, condition, reservation, or any other provision of this Certificate of Limited Warranty shall not impair or affect in any manner the validity or effect of the rest of this Certificate of Limited Warranty.

DATED: _____

URBANE HOME LLC, LLC

By: 
Its Duly Authorized Agent

THE UNDERSIGNED HEREBY ACCEPTS THIS CERTIFICATE OF LIMITED WARRANTY AND WAIVE ANY IMPLIED WARRANTY OF HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE REGARDING THE PROPERTY. THE UNDERSIGNED HAVE READ AND APPROVED THE CERTIFICATE OF LIMITED WARRANTY, INCLUDING THE TERMS, CONDITIONS, AND EXCLUSIONS THERETO, AND AGREE THAT SAID CERTIFICATE OF LIMITED WARRANTY IS IN LIEU OF ANY OTHER WARRANTY OF UH, EXPRESS OR IMPLIED. THIS CERTIFICATE OF LIMITED WARRANTY SHALL CONTROL IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE TERMS HEREOF AND THE PURCHASE AGREEMENT. THE UNDERSIGNED HAVE HAD AN OPPORTUNITY TO SEEK PROFESSIONAL ADVICE CONCERNING THE CONTENTS OF THIS CERTIFICATE OF LIMITED WARRANTY.

DATED: _____



Dee Thompson

Owner, Chief Construction Officer

1017 W Washington Blvd., Suite 2F
Chicago, IL 60607

p: 312.588.6878
m: 312.882.5822
e: dee@urbanehome.com
w: www.urbanehome.com

Lauren Arnold

Senior Design & Renovation Consultant

1017 W Washington Blvd., Suite 2F
Chicago, IL 60607

p: 312.588.6878
m: 847.754.5890
e: lauren@urbanehome.com
w: www.urbanehome.com