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Hildy Homes Warranties/Guarantee:

If, prior to the date of substantial completion or within one year from the date of closing (“Warranty Period”), any portion of the work contracted for and performed by Hildy is found not to be in conformance with the Contract (“Defective Work”), Buyer shall promptly notify Hildy in writing. Buyer to provide written notice of the condition, Hildy will correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which Hildy is responsible. This warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the project was not intended, improper or insufficient maintenance, modifications performed by the Buyer or others retained by the Buyer, or abuse. This warranty shall be Buyer’s exclusive remedy against Hildy and shall not be transferable by Buyer upon the sale, conveyance, or other disposal of the Premises.

All warranty concerns need to be emailed to homesbyhildy@gmail.com Hildy will then get you the appropriate contact for the Subcontractor so you can schedule an appointment. If for some reason the subcontractor is not responding, send Hildy another email, and we will follow up with the subcontractor to ensure proper communication. Warranty items may be addressed at any time throughout the first year. Hildy prides ourselves on customer service, and is available normal business hours, Monday thru Friday 8 a.m. to 5 p.m.

Even though, all construction material will have a specified coverage time, depending on the material at hand, we are available to assist with malfunctioning products. We will be able to supply you with the appropriate contact information for the specific product.

If the grade of the land is altered or a drip system is installed around the perimeter of the house, all settling issues will be at the owner’s expense. If any landscape edging is installed, such as concrete edging, plastic yard edging, stone edging, etc., or any edging that does not allow the water to drain correctly away from the foundation, then you (the owner) will have settled areas. Settling is a natural occurrence and cannot be prevented or controlled, due to natural causes, such as abnormal rain fall, excessive watering, and/or most importantly adding a drip system. Hildy will do their best to have the initial settling addressed prior to possession by the buyer. Hildy does not warranty settling. Hildy would recommend that landscaping be done one year after closing, to allow for soil to complete its natural settling function.

Due to the extreme weather conditions, the city of Omaha, Lincoln and Columbus have used excessive amounts of both rock salt and liquid de-ice. This has caused numerous driveways to flake or deteriorate. We suggest that the owner maintain a sealant on the concrete. Hildy or their subcontractors will not warranty driveway deterioration.

New Home Construction Warranty Guidelines

Concrete Walls and Flatwork

Some cracking is completely normal in our environment. The extreme temperature changes that we experience in the Midwest are very hard on concrete. There is an old saying that we learned about concrete; “there are three things that concrete is known for, turning hard, turning white, and cracking.” This is pretty accurate. Cracks in concrete walls can easily be repaired with a 25 year caulk or equivalent to ensure proper sealant is maintained. Plus basements can be damp at times due to the humidity; which is not a warranty item. Concrete flatwork can be corrected with joint filler. Unless the crack or cracks exceed a 1/4” in width, they would not be covered under the warranty. Driveways should not be salted or applied ice melt within the first year.

Interior and Exterior Doors

Due to the climate of the Midwest and common first year drying, the interior and exterior doors may need to be adjusted. It is not unusual for an interior door to warp due to the degree of humidity in the house. It will be the builder’s decision of whether or not the door needs to be replaced. Typically if an interior door is not warped greater than 1/2” than the door will be adjusted accordingly. If an exterior door is painted a custom dark color, the warranty will be void due to the amount of heat and sun exposure.

Windows

Hildy Homes come with a specified window. Each window has a manufacturer’s warranty. Hildy only installs windows that we know have excellent customer service, in order to maintain a properly sealed and working window. Hildy will provide the appropriate manufacturer contacts if a window is malfunctioning. Screen damage is not covered under the warranty.

Drywall

It is not uncommon for minor drywall cracks or nail pops to occur in the first year as the home settles and the lumber dries out or acclimates to the temperatures. Hildy will warranty the cracks and settling within the first year. Hildy will only repair one time within the first year. This limited repair area paint touch-up will be the owner’s responsibility.

Roofing

Hildy will warrant the roof for one year and ensure that there is no leaking within the first year, under normal conditions. If shingles are lost, or leaking occurs due to winds in excess of 50mph or ice damming, this is not covered under the warranty. If driving rain or excessive snow enters

through the roof vents, this is not a warranty item. This should be turned into your insurance carrier immediately.

Millwork and Cabinets/Vanities

Wood is natural product therefore variations in grain, color, and performance is to be expected. The exposure to natural light and humidity will have certain effects on the material and its performance. Hildy does not warranty color, grain, or texture of millwork. If a cabinet door has excessive warping of more than one half inch, or if a drawer needs adjusting, this will be covered up to one year of the builder's warranty.

Carpet

Carpet has a one year builder's warranty. This includes any carpet becoming loose or any seams becoming separated. Note: Some seams in larger rooms may be visible, and are not covered under the builder's warranty.

Hardwood Floors

Hardwood floors are warranted to not lose their finish or come loose during the builder's one year warranty period. Swelling or separation at the seams occurring because of seasonal temperature changes are not covered under the one year warranty. Scratching is normal wear and tear, and is not a warranty issue.

Vinyl Floors

Vinyl floors have a manufacturer's warranty period. Any cuts, dents, or scratches once the owner takes possession, are not warranty issues.

Ceramic Tile Floors

Grout stains or cracked tile are not covered under the warranty, as this is deemed a maintenance issue.

Laminate Wood Floors

Laminate wood floors have a manufacturer's warranty period. Any cuts, dents, or scratches once the owner takes possession, are not warranty issues.

Painting and Staining

The professional painter will perform a walk through prior to closing. Upon closing, the painter will leave samples of the paint for the owner's use. Note: Hildy typically uses a flat paint which will touch up more easily than eggshell or satin paints. However, dark colors may not touch up exactly.

Countertops

Hildy uses various types of tops, either laminate or solid surface. These surfaces need to be inspected prior to closing, as we do not provide a warranty. It is fairly common for the caulk/grout of a backsplash to crack within the first year due to the settling or drying out of the wood. Hildy will provide a one-time caulking for the backsplash within the one year warranty period.

HVAC

The heating, ventilation and air conditioning system is covered under the manufacturer's warranty. Note: In order to maintain warranty protection it is advised to change your furnace filter regularly.

Electrical

Hildy will warrant any malfunctioning outlets or switches up to the one year warranty period. If a service call is provided due to misuse of an outlet and its voltage, the homeowner will be charged accordingly. The warranty does not cover bulbs, light fixtures, or ceiling fans. Hildy will provide a contact for any electrical fixture problems; however, we cannot control the life expectancy of a fixture.

Plumbing

Hildy will warrant the plumbing for up to one year against any leaks. Hildy does not warrant any items involving the sprinkler system, as these items need regular maintenance and are the owner's responsibility. Hildy will ensure that at the time of possession that the sprinkler system is working correctly, if the property has a sprinkler system at the time of closing.

Appliances

The appliances are covered by the manufacturer's warranty. Any warranty issues or problems with the appliances will be the owner's responsibility. The owner will need to contact the appliance manufacturer for any warranty work. Hildy advises the buyer/owner to fill out the registration card with each appliance. This ensures faster and more efficient service if a problem occurs.

Overhead Doors and Openers

Hildy will provide a one year warranty to ensure that the garage door and opener are performing properly for up to one year. Any damage or alterations to the door or openers will

not be covered under the builder's warranty. Overhead doors are not 100% waterproof from rain, sleet, or snow. In cases of wind driven moisture, you may experience leakage at the bottom of the doors, primarily along the edges.

Condensation

Particularly in new construction, it is not unusual to experience condensation on the interior of windows. With new homes being built more efficient or air tight, this is a common occurrence. The only remedy is to provide some sort of air circulation and make sure your window coverings are open to allow the air to move freely.

Service Calls

Hildy will perform service calls. Hildy prefers to work normal business hours. However, if the service call is deemed to not be a warranty issue, the service call will be billed at \$150 per hour plus a trip charge of \$150.

Gutters and Downspouts:

In no instance will hildy homes bury downspouts or downspout extentions.

Note:

This warranty is non-transferrable if the property is sold, or if the property is not occupied by the primary owner. Hildy does not warrant the property if it is deemed rental property.

Acknowledgement of the Home Warranty

We/I hereby acknowledge the above warranty and verify that I have received and reviewed the Warranty

Dated: _____

Buyer: _____

Date: _____

Contractor/Seller: _____