



WARRANTY

TO: J.R. Lennen Construction, Inc.
73605 Dinah Shore Drive
Suite 1330
Palm Desert, CA 92211

FROM: _____

I, the undersigned, hereby certify, guarantee and warrant that the _____(PROJECT NAME)
work and/or materials provided by the undersigned, _____(SUBCONTRACTOR
NAME) at _____(PROJECT ADDRESS):

- (a) is reflected on each page of the Contract Documents / Purchase Order, including Shop Drawings if applicable, all signed by the undersigned, with any deviations or omissions from the Contract Documents / Purchase Order ass issued by the Contractor, instruction, dated _____(AGREEMENT/PURCHASE ORDER DATE) and to include all revisions clearly noted thereon and noted as such:
(b) is all of the work and/or materials to be performed under the Contract Documents / Purchase Order for all trade of _____(INSERT TRADE OR SCOPE OF WORK) work.
(c) has been completely performed strictly in full accordance with the Contract Documents / Purchase Order, (as signed by the undersigned above); and
(d) that the work performed by the undersigned, as certified herein above, is complete and accurate, and is and will continue to be free of defects in materials and workmanship, or otherwise, is and will continue to function as intended by the Contractor all beginning as of the date the undersigned completes his/her/its work and ending upon _____(DATE: ONE YEAR FROM PROJECT COMPLETION DATE). The sole exception to the foregoing shall be changes to the work hereafter caused solely by casualty (where no negligence or willful act of Subcontractor, the undersigned or any sub-subcontractor of Subcontractor is involved) or solely by Owner's intentional misuse of the work.

I, the undersigned, hereby acknowledge and agree that in the event of any breach of the foregoing certification, guarantee and warranty:

- (1) The above time period shall, in the event of a breach, be extended (but never shortened) until ONE (1) year(s) after the breach has been fully remedied.
(2) The undersigned shall promptly and at the time or times designated by Contractor (including nights, weekends and holidays), complete, revise and/or correct the work or materials warranted by the undersigned as provided above to the condition required under the Contract Documents / Purchase Order and as approved by Contractor in accordance therewith:
(3) In the event that the undersigned fails to complete, revise and/or correct the work or

_____ SUBCONTRACTOR INITIALS

_____ CONTRACTOR INITIALS

- (4) materials, the contractor shall have the right to engage a third party to complete, revise and/or correct the work, at the full cost and expense of the undersigned;
- (5) Contractor shall, in addition to the above, have available to it all rights and remedies as provided in the Contract Documents / Purchase Order, under the law or at equity.

This certification, guarantee and warranty is executed for valuable consideration, including for payment of the work to the extent provided in the Contract Documents / Purchase Order, the receipt and sufficiency of which is hereby acknowledged and agreed.

This certification, guarantee and warranty is executed under penalty of perjury, in _____(COUNTY), _____(STATE) this _____ day of _____, _____.

Name of Subcontractor: _____

Address of Subcontractor: _____

Phone No. of Subcontractor: _____

State License Number: _____

The undersigned, _____(SUBCONTRACTOR NAME) hereby in its individual capacity that the foregoing certification, guarantee and warranty of _____(PROJECT NAME) work is complete, true and correct, and that the undersigned in its individual capacity agrees to remedy and breach of the foregoing as provided above.

By: _____
Signature Print Name & Title

Date: _____

_____ SUBCONTRACTOR INITIALS

_____ CONTRACTOR INITIALS