



## Deck/Porch/Pergola/General Carpentry WARRANTY

**Fun Outdoor Living offers a one-year general workmanship on all decks/porches we build and a five-year structural guarantee on decks. We offer one year workmanship guarantee on any deck/porch repair done by us. Our porch warranty is lifetime structural. (\*\*See exclusions below). All warranty calls are subject to a 179\$ deductible per occurrence.**

The materials we use have their own manufacturers warranties, which are separate of the Fun Outdoor Living Guarantee and warranty policy. Depending on the material, the details for these warranties can be found on the manufacturers website under the corresponding warranty section. The customer must present proof of purchase in either the form of a signed contract or sales invoice from Fun Outdoor Living if any claims are brought to our company. Information regarding maintenance and care of the product as well as photos may be requested. This warranty is non-transferable and only extends to the original purchaser.

Normal wear and tear is not covered by our craftsmanship warranty. Manufacturer warranties do not cover labor charges, and FOL reserves the right outside of the above-mentioned warranty timelines to charge trip/labor charges as needed for any repairs. Wood is a natural product and its natural imperfections including but not limited to cracks, splits, bowing, curving, and discoloration will not be considered a warrantable condition unless structurally warranted. In the event of a structural issue w/ the performance of the wood, the above-mentioned 5-year structural warranty will apply.

Decks/porches need to be properly protected shortly after installation and it is recommended that all pressure treated wood be sealed or stained by client or professional with an exterior sealant designed for pressure treated wood. This will not eliminate the natural characteristics but might reduce the amount the natural wood breaks down. Proper maintenance of your deck/porch must be strictly followed. If a repair is needed but not covered under warranty, Fun Outdoor Living will charge a fee to repair. Limitations/Not covered under Warranty:

- ✦ Normal wear and tear on the deck/porch or excessive traffic and abnormal weight not specifically stated prior to start of project such as a hot tub being placed on deck/porch without prior consultation with Fun Outdoor Living.
- ✦ DIY (do it yourself) options are not covered under any guarantee/warranty policies: this includes but not limited to projects started but not completed by Fun Outdoor Living or projects finished but not

started by Fun Outdoor Living. Any work or alterations completed by client after completion of project such as negligent maintenance or additions/alterations that have been made to the original deck/porch without proper consultation will not be deemed covered. Any alterations made by client or other outside contractors will result in cancellation of any guarantees or warranties.

- † Natural occurrences such as storm damage, flooding or other acts of God, vandalism, animal, or fire damage are not covered.
- † Cracking, cupping, warping, fading, bowing, twisting, shrinking, expanding, and splitting of wood, wood discoloration, or natural appearances such as knots on any pressure treated wood are not covered unless caused by faulty workmanship, as these characteristics are normal and are caused by the natural effects of drying and weathering. We do not remove stamps from the mill for code compliant reasons. Surface cracking, especially on wood posts is very normal with treated wood and is not covered under warranty. For example, miter cut angles can be flush at time of installation but due to shrinking (Even Composite / PVC), the cut may develop a small gap; this would not be covered under warranty. Wood shrinks and Composite/PVC contracts and expands. Unfortunately, it is the nature of the products, and we have no control over this.

Roof Installation will be free of defects in structure for the lifetime of the roof and a 1 (one) year workmanship warranty on trim, gutters, soffits, fascia's, roofing shingles. Should a failure occur within that first year due to defects in workmanship that may cause leakage, Fun Outdoor Living will repair such problems by supplying labor and materials sufficient to correct the problem at no cost to the homeowner. Any defects, leaks or issues found after the first year will be subject to a trip deductible. Shingles are covered under the Manufacturer's Warranty only. We have a lifetime warranty on Lotus LED Lights only. All other lights are not covered under any warranty.

Fun Outdoor Living will not be liable for roof or structural damages not caused by a workmanship defect, including but not limited to damage from the following: normal wear and tear; gale force winds, ice, hail storm, flood, earthquake or other unusual phenomenon of the elements; foreign objects; the acts of other contractors; improper ventilation, or vapor condensation beneath the roof; settlement, movement, distortion, failure, or cracking of the roof deck, walls, or foundation of the building; defects or failure of roof system materials or the materials used as a roof substrate; faulty condition of parapet walls, copings, chimneys, skylights, vents, supports, or other parts of the building; penetrations for pitch boxes; erosion, cracking and porosity of mortar and brick; dry rot; stoppage of roof drains and gutters; penetration of the roof from beneath by rising fasteners of any type; inadequate drainage, slope or other conditions beyond the control of Fun Outdoor Living which cause ponding or standing of water; termites or other insects; or rodents or other animals.

This warranty is effective only upon payment in full by the customer. Payments not received within thirty days from the due date may void warranty. The warranty is nontransferable. The timeliness of the warranty work performed shall be at the discretion of the contractor, (typically within thirty days from the time of claim). Claims must be submitted through BuilderTrend or in writing by mail. Photos will be required with all warranty submissions. Once Fun Outdoor Living has been notified by a client, we ask for ten days to arrange a time to have the issue assessed by our company and

come up with a solution in writing for the client to agree to and then it can be scheduled within thirty days to be addressed. We reserve the right to charge a 179\$ warranty deductible for each warranty claim.

Fun Outdoor Living will cover all materials and labor required to correct any defect in workmanship that are covered under this warranty. Fun Outdoor Living will replace any deck/porch components that are proven to be defective due to workmanship only. We do not guarantee any materials but can assist in helping with contacting manufacturers and providing proof of purchase if required.

Fun Outdoor Living will comply with all townships, county and state building code requirements and always recommend obtaining the proper permits prior to the start of projects. Deposits are non-refundable, (typically takes care of permit process). During construction, due to heavy foot traffic or equipment, there may be damage caused to your lawn. Lawn repair is NOT included in the price and will be subject to a change order or additional costs if repair is requested. We do take every precaution to ensure your property is protected.

Fun Outdoor Living is not liable for damages caused by other contractors or delivery trucks. We are also not responsible for any materials purchased by client, that are left unattended on property. Please safeguard materials by storing them in a safe location before and during construction.

Our contracts do not include repair of hidden or unknown circumstances such as but not limited to: concealed pipes, rotting or decay, foundation/footer depths in excess of 30 inches, relocation of underground utilities. Should rock or other hard or similar material be encountered in the footing or any excavation, such as post holes, which require the use of a compressor or other method to remove the hard material, the extra cost will be billed as a change order and due as specified.

Building departments and building inspectors differ. We do follow the IRC (International Residential Code) but there are certain items we do not automatically add into the cost of our projects, as many home owners elect to do some of these themselves. In the event a building inspector requires items such as: concrete landing pad at bottom of steps, exterior lighting on deck/porch area, electrical outlet on deck/porch area, certain glass window types, vent extensions, secondary handrails on steps, soil engineers, or extra deep footers, these items are also subject additional costing.

We want your deck/porch to look great as it reflects our company, so we will gladly address any issues you bring to us that are due to installation error. It is always best to go over details and ask any questions prior to the project.