



# Homeowner(s) Warranty Acknowledgement Form

This form should be filled out by the builder and be signed by the Homeowner(s) at the time of contract

**This is not an Application and cannot be used to enroll the home**

Builder Name: \_\_\_\_\_ Builder Number: \_\_\_\_\_

**New Home To Be Enrolled** ( Please type or print clearly )

1- Homeowner Last Name : \_\_\_\_\_ First Name: \_\_\_\_\_

2- Co-owner Last Name : \_\_\_\_\_ First Name: \_\_\_\_\_

3- New Home Address : \_\_\_\_\_

4- Location : \_\_\_\_\_

5- Subdivision : \_\_\_\_\_ 6- Country: \_\_\_\_\_ 7- EST.Closing Date : \_\_\_\_\_

**Current Mailing Address** ( Provide homeowner(s) current mailing address )

8- \_\_\_\_\_

9- Current Phone # : \_\_\_\_\_

**Warranty Selection**

10- Warranty Covers:      Workmanship & Materials      \_\_\_\_\_ Year

   Electrical, Plumbing & Mechanical Systems      \_\_\_\_\_ Year

   Structural      \_\_\_\_\_ Year

### HOMEOWNER(S) ACKNOWLEDGEMENT

I- We acknowledge having the opportunity, either at the time of the execution of this document, at the time of contract with my/Our Builder, and/or during the construction of the home, to review the terms and conditions of the EcoSun Express Limited Warranty Document available to me through the Builder or EcoSun Homes\*. If for any reason, I/We have not received or have not had an opportunity to review a copy of the Warranty Document, I/We must obtain a copy of it by requesting the warranty Document in writing from Ecosun homes\*. Should I/We choose not to obtain a copy of same from EcoSun Homes, or choose not to review the Warranty Document at the times listed above, I/We hereby waive the right to later assert any inapplicability of the Terms and conditions of the Warranty Document.

I/We also acknowledge that, If my/our home is enrolled in the EcoSun Homes Warranty Program that I/We hereby accept the terms and conditions contained therein their entirety including but not limited to the alternative dispute resolution processes, including but not limited to binding arbitration, contained therein. By accepting this Warranty, I/we are agreeing to waive my/our right to a trial by either judge or jury in a court of law. I/We further agree that any claims to be filed under the Warranty Document will not be filed as a class action lawsuit or be subject to any class action litigation. EcoSun Homes and I/We acknowledge that class action treatment of a claim under the Warranty Document is strictly prohibited. ( Binding nature of the arbitration not applicable in Florida. If a home is FHA, VA or Rural Development financed judicial remedy prior to arbitration is not waved.)

I/We understand that if and when the new home warranty is issued, it is an Express Limited Warranty, Not an insurance policy, and any claims, whether contractual or otherwise, are controlled by the express terms, conditions, and exclusions contained in the Warranty Document. EcoSun Homes items and events are not covered by this warranty. Refer to the section titled " Exclusions" in the Warranty Document.

**Your Builder should give you a sample warranty with a copy of this form. You can also get a sample warranty on our website at [www.ecosunhomes.com](http://www.ecosunhomes.com) or by calling EcoSun Homes**

**Signatures:** Homeowner: \_\_\_\_\_ Date: \_\_\_\_\_

Co-owner : \_\_\_\_\_ Date: \_\_\_\_\_